

## RULES AND REGULATIONS of One Million Shop Website

### § 1

#### Definitions

1. **OneMillion** - Grupa One Million Sp. z o.o. with its seat in Katowice (40-875), 101 Tysiąclecia Street, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Katowice-East in Katowice, VIII Commercial Division of the National Court Register, number: 0000692558, with Tax Identification Number: 9542781961 and Polish National Business Registry Number: 368250068, initial capital of 50 000,00 PLN.
2. **Week day** - each day from Monday until Friday, except for the legally established days off, in working hours: 9:00am-3:00pm.
3. **Form** - a form available to the Seller in a specified place within the Website. Its main function is to prepare Commercial Information. It mainly includes fields concerning the kind and features of the goods on offer, their quantity and price, as well as the information on order delivery date and the methods and costs of shipping.
4. **Commercial Information** - information provided on the Website by the Seller, concerning the suggested conditions of selling the goods for a specified amount, expressed on the Website in EUR or PLN, serving as an invitation to tender.
5. **Consumer** - a person who is a consumer in accordance with the DIRECTIVE 2011/83/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council.
6. **Account** - a functionality of the Website, thanks to which the User, identified by a given, unique name, can use all available to them functionalities of the Website, including (depending on whether they are Buyers or Sellers) making purchases or selling goods through the Website.
7. **Buyer** - natural or legal person or an organizational unit using the Website in order to make purchases of the goods offered on the Website by using cryptocurrencies.
8. **KYC procedure** - a procedure of identifying the User by OneMillion, in order to prevent money laundering and terrorist financing.
9. **Rules and Regulations** - present Rules and Regulations.
10. **Website** - Internet Website run by OneMillion, available at the address: [www.onemillionshop.pl](http://www.onemillionshop.pl) and [www.onemillionshop.com](http://www.onemillionshop.com), whose main function is to enable Users to sell and buy goods with cryptocurrencies through the Website.
11. **Seller** - entity which is not a Consumer, using the Website in order to sell their goods.

12. **Sales contract** - a contract concluded through the Website, between the Buyer and Seller, correct in terms of the goods purchased, based on the Rules and Regulations prepared by the Seller.
13. **Contract with the Seller** - a contract concluded between the Seller and OneMillion based on the Rules and Regulations, where OneMillion commits to provide Services for the Seller. The contract is concluded for the period of time necessary to complete the Services.
14. **Services for the Seller** - services provided electronically by OneMillion to the Seller, in particular consisting in performing by OneMillion the role of a commercial agent of the Seller and performing activities aiming at concluding a contract between the Seller and the Buyer, including the supply of the funds received from the Buyer for the goods purchased from the Seller, through the payment intermediary, in cryptocurrency or in a form of a money order - in accordance with the decision fo the Seller;
15. **User** - Seller or Buyer.
16. **Price list** - price list of charges collected by OneMillion from the Seller in connection with providing services for the Seller by OneMillion.

## **§ 2**

### **Contact details and communication**

1. Postal address: 40-875 Katowice, 101 Tysiaclecia Street
2. Electronic mail address: support@onemillionshop.com
3. Phone number: +48 518741979
4. OneMillion communicates with the Users in Polish or English, depending on the User's choice.
5. The basic form of communication between OneMillion and the Users is electronic mail, through the contact form available on the Website.

## **§ 3**

### **General provisions**

1. The Rules and Regulations also apply to the services provided electronically by OneMillion.
2. In accordance with the Rules and Regulations, OneMillion provides to the Users, (within the Website available to the Users) the service of User's verification, running the Account and - in case of Sellers - Services for the Seller.

#### **§ 4**

##### **Using the Website**

1. In order to use the Website and the services, it is necessary to have a device with an Internet browser which operates JavaScript and cookies, with Internet access, active e-mail account and, in case of Buyers and those Sellers who have decided to settle payments in cryptocurrencies - also a cryptocurrency wallet.
2. The User settles the chargers of Internet access in accordance with the rates of their telecommunication operator.
3. The User is obliged to use the Website and the services in accordance with the legal regulations and rules of social conduct. It means, in particular, that it is prohibited for the User to provide content of unlawful character.

#### **§ 5**

##### **Registering on the Website**

1. In order to use the functions of the Website, including the sale or purchase of goods through the Website, the Users need to register on the Website i.e. open a proper Account.
2. The User should open a Seller's Account or a Buyer's Account - depending on the purpose of registering on the Website.
3. In order to register, one needs to provide within a particular place on the Website information about the User in accordance with the guidelines also available on the Website.
4. The User, by providing their details on the Website, declares that they are true, accurate and complete.
5. OneMillion will send to the e-mail address provided by the User during the registration a notification of receiving a registration application, along with an activation link.
6. In case the User does not activate the Account within 48 hours since receiving the notification, it will be sent again. If the User does not confirm the registration on the Website within 24 hours since receiving the second notification, the registration application will be deleted.
7. The moment the User confirms the will to register on the Website, a contract with OneMillion is concluded. It includes providing services within the Website along with an Account for an unlimited period of time, based on the provisions specified in the Rules and Regulations.
8. Providing an Account for the Consumer is free of charge.

**§ 6**  
**KYC Procedure**

1. Only identified Users, i.e. those who have successfully completed Know Your Customer (KYC) Procedure, will be able to perform transactions. The purpose of KYC procedure is in particular the prevention of money laundering and terrorist financing. The procedure in question concerns due diligence and it must be performed by other legally defined entities in order to identify their clients and to gain certain, proper and correct information required to perform business activities with the party concerned.
2. KYC procedure consists in identification and verification of the User's identity on the basis of a verification fee paid by the User in the amount of 4 PLN or 1 € - depending on the User's currency choice - to the bank account indicated on the Website.
3. The User will get full access to the functions of the Website the moment OneMillion receives the verification fee and confirms the User's details.
4. The User may settle the verification fee any time after opening an Account, using the payment methods indicated on the Website.
5. At the moment of making the verification payment, a contract between the User and OneMillion for providing verification service of KYC procedure is concluded - for the period of providing this service.
6. The verification fee, referred to in section 2, is not refundable, and is not dependent on the outcome of the verification process performed by OneMillion - it is, at the same time, a fee for providing verification service - subject to § 15.
7. If required by particular rules of law in terms of prevention of money laundering and terrorist financing, OneMillion may make a decision of using the Website by the User dependent on providing by the user data other than those referred to in this article, as well as on submitting specific declaration (e.g. in terms of beneficial owner).
8. OneMillion will verify the User within 72 hours since receiving the verification fee.

**§ 7**  
**General provisions on the Sales contract**

1. Commercial Information presented on the Website does not constitute an offer under Civil Code.
2. Sales contract is concluded the moment the Seller accepts the Buyer's offer, provided that the Buyer transfers the funds for purchasing the goods within 24 work hours from accepting the Buyer's offer by the Seller and provided that the Buyer and the Seller successfully complete KYC procedure.

3. If, despite transferring the funds by the Buyer, the Sales contract is not concluded - OneMillion will immediately return to the Buyer the transferred amount in EUR or PLN (depending on the currency used in the Commercial Information).
4. Sales contract is concluded for a specific and one-time purchase - it is concluded in order to complete the order and for the period it takes. Each order requires the User to accept Seller's Rules and Regulations.
5. Order processing time is indicated by the Seller in each Commercial Information.
6. Processing the order by the Seller begins after they receive the payment for the goods purchased.
7. Details on the delivery are provided in each Commercial Information.
8. In case the Contract includes a few products, the shipment will be sent by the Seller after completing all order in accordance with the time limit indicated by the Seller on the Website.
9. The price indicated in the Sales contract is expressed in FIAT currency: EUR or PLN - in accordance with the traditional currency indicated in a given Commercial Information.
10. Detailed conditions within the scope of the Sales contract, including the information about the Buyer's rights as a consumer, as well as the conditions of withdrawal from the Sales contract by the Buyer are defined by the Seller.
11. OneMillion is not a party to the Sales contracts concluded between Sellers and Buyers with the reservation that OneMillion may appear as a commercial agent of the Seller.

## **§ 8**

### **General provisions concerning the Sellers**

1. The Seller is obliged to respect the rules of law applicable for the Sales contracts or activities leading to the conclusion of such contracts, with special regard to:
  - a. the regulations concerning Consumers' rights,
  - b. legal regulations in the countries where the Seller directs their sale,
  - c. tax regulations, including customs, in particular within the scope of the required duty, excise taxes and other public levies.
2. The Seller will be informed, through the Website and by e-mail provided during registration, about the possible purchase offers sent by the Buyers.
3. In case the Seller receives a purchase offer, they should accept or reject it, using the functions available on the Website.
4. OneMillion will inform the Seller about the fulfillment of the condition precedent described in § 7 section 2, through the Website or by e-mail to the address provided during registration.
5. The Seller authorizes OneMillion to perform on their behalf activities aiming at concluding a Sales contract with the Buyer, including the acceptance of the price

for the goods being sold, and in case the Seller has decided to maintain the price in the form of traditional currency (FIAT), also to order the payment processor indicated on the Website, on the Seller's behalf, to converse the accepted price from cryptocurrency into the traditional currency (FIAT).

6. As specified in the Price List, OneMillion will charge commission form the Seller for each sold product.
7. The Seller initiates the execution of the order immediately, i.e. the latest on the following Week Day, after receiving the information provided in section 4.
8. The Seller is obliged to supply the goods without any defect and is liable to the Buyer for any possible faults of the product in accordance with the applicable rules of law.
9. The Seller is obliged to keep the proof of mailing sent to the Buyer for at least two months since the day of sending the goods to the Buyer.
10. In case any third party files a claim against OneMillion in connection to the Seller's activity on the Website, including the material in the Commercial Information, the Seller obliges themselves to join or begin the appropriate proceedings and settle all costs borne by OneMillion in connection to those claims.
11. It is forbidden for the Sellers to persuade the Buyers to purchase the products on offer outside the Website. It also means that the Seller cannot provide within the Website, for the public information, links to other websites connected to them, including online stores where their products are sold or their social media profiles.
12. Within the Website, the Seller may use the possibility to advertise their products, which mostly means displaying Commercial Information of the Seller in the visible places on the Website.
13. Using the possibility referred to in section 12 is connected with the duty to make a payment to OneMillion, in the amount provided on the Website.
14. OneMillion may provide to the Seller other services too - on the terms specified on the Website.

## **§ 9**

### **Commercial Information**

1. Within the Website, the Seller may place Commercial Information concerning the products that belong to the categories listed on the Website - provided that they had purchased a subscription coupon and used it in a proper place on the Website - the coupon is available on the Website at the following address: <https://coupons.onemillionshop.com>.
2. Activation of the subscription coupon referred to in section 1 entitles the Seller to place Commercial Information for the period of 12 months since its activation. In order to place Commercial Information after that time, the Seller must use another coupon.

3. In order for the Commercial Information to be published by OneMillion, the Seller must send through the Website a correctly filled in Form.
4. The Seller specifies in the Form the price for the product in the traditional currency (FIAT) - EUR or PLN.
5. The price in the Commercial Information published by OneMillion will be reflected in EUR or PLN - depending on the Seller's choice made in accordance with section 4.
6. The price of the product may also be displayed on the Website in cryptocurrencies - for the purpose of making a comparison.
7. The Seller is obliged to place in the Form detailed, accurate and complete description of the product and to attach with the description a good quality photo.
8. The Seller is obliged to provide the Buyer with all necessary information required by applicable rules of law, in particular the information required by the consumers' rights regulations.
9. The Seller is obliged to indicate in the Form the actual order delivery date, providing the following information:
  - a. Time the Seller needs to ship the product,
  - b. Time necessary to deliver the products separately for each delivery method available from the Seller,
  - c. Time needed to deliver the products to other countries, where delivery is available.
10. The Seller is obliged to place in Commercial Information the sales regulations they use, providing the following information, e.g.:
  - a. Complaint procedure used by the Seller,
  - b. Address that the goods being complained about should be shipped to,
  - c. The rules of returning the goods, if such a possibility is available.
11. The Seller declares to prepare Commercial Information in accordance with the rules of law, taking into account, in particular, the regulations concerning protection of Consumers.
12. By sending the Form, the Seller declares that:
  - a. They own all the rights required to sell the goods;
  - b. They own all the rights to materials (among other things the photos) included in Commercial Information;
  - c. They own all required permissions to use the image, in case the material placed in Commercial Information includes images of people;
  - d. The goods described in Commercial Information are available for purchase.
13. OneMillion performs a verification of Commercial Information before publishing it. An approximate time of verifying Commercial Information is one hour, with the reservation that the Forms sent not on a Week Day will be verified on the following Week Day.
14. Commercial Information that does not fulfill the conditions defined in the Rules and Regulations, inconsistent with the character of the Website, violating the image of

the Website or violating the rules of the Website or applicable rules of law will not be published on the Website. The Seller will be informed about the refusal to publish their Commercial Information through a message sent to the e-mail address provided during registration. OneMillion may also refrain from publishing Commercial Information if the goods' description or the photos attached are of low quality.

15. Verification of Commercial Information by OneMillion is not a confirmation of it being legal and OneMillion does not guarantee that the information provided by the Seller is true and complete. The verification is a purely protective measure and its purpose is to eliminate from the Website any content that is inconsistent with the Rules and Regulations.
16. In case of not deleting the Commercial Information in accordance with section 14, Commercial Information referred to in section 14 will be deleted as soon as OneMillion learns about the breach.
17. Before publishing Commercial Information, OneMillion may ask the Seller to provide additional information concerning Commercial Information. The time referred to in section 13 is then prolonged, considering the time necessary to particularize the Commercial Information.
18. Publication of Commercial Information by OneMillion takes place as soon as the verification is complete and positive.
19. The Seller may promote their Commercial Information, which means that their Commercial Information will be displayed at the top of the search list for a given category of goods, ahead of Commercial Information that is not promoted.
20. Using the feature of promoting Commercial Information requires making a payment to OneMillion in the amount indicated on the Website.
21. Commercial Information placed on the Website must be up-to-date and true. In case of introducing any changes to Commercial Information, the Seller is obliged to use the feature of editing Commercial Information. In such a case the provisions of sections 13-18 are applied respectively.

## **§ 10 Copyright**

1. The moment the Seller sends the From, they grant OneMillion free of charge, territorially unlimited license to use the compositions included in Commercial Information in the fields necessary for correct publication and display of Commercial Information on the Website as well as in the fields necessary for undertaking activities promoting the Website and the Commercial Information published within.
2. The subject of the license is in particular: recording the content, entering it into computer memory and into the Internet, as well as making it available in such a way that everybody can access it in a place and time of their choice, in particular:

in the IT and ICT systems, including the Internet and other places within the Internet, e.g. in order to promote the Website.

3. The license is granted for an unlimited period of time, however not shorter than the duration of the contract, referred to in § 5 section 7.
4. The license includes the right to grant sub-licenses.
5. As part of the license the Seller grants permission to introduce changes in the compositions, resulting from the need to adapt Commercial Information to the rules of law or the Website's requirements as well as to distribute the modified Commercial Information.
6. By sending the Form, the Seller agrees that OneMillion will use in its promotional, marketing and commercial materials the information about cooperation with the Seller, in particular using the trademark and logotype of the Seller.

## **§ 11**

### **Payments and settlements**

1. All payments made by the Buyers for the goods purchased on the Website from the Sellers may be made only in cryptocurrency and will influence the cryptocurrency wallet run by CoinGate for OneMillion. OneMillion acts as an agent for the Seller and performs on their behalf and in their favour activities aiming at concluding a Sales contract.
2. OneMillion will transfer the amount paid in by the Buyer for the Seller in the form of cryptocurrency (for the indicated cryptocurrency wallet) or in a form of a transfer of funds in EUR or PLN currency - following the Seller's decision.
3. The Seller may order the conversion of the amount received through OneMillion from the Buyer into the traditional currency (FIAT) - EUR or PLN, through and according to the conversion rate from the moment of conversion of a payment processor indicated on the Website, automatically after receiving the payment from the Buyer by OneMillion. In such a case, the Seller will receive the price in the traditional currency (FIAT) - EUR or PLN, in accordance with the above-mentioned rules of conversion and with the decision of the Seller concerning the currency they want to receive the price in.
4. The time limit of transferring the funds by OneMillion to the Seller is 48 work hours since receiving the funds or the fulfillment of the condition precedent, referred to in § 7 section 2 - depending on which occurs later.
5. The invoices for commissions and other services due to OneMillion and provided by OneMillion to the Seller in connection with the Website, will be sent to the Seller by OneMillion after the end of each calendar month the payment obligation appeared.
6. The Seller agrees that OneMillion will send the invoices electronically to the e-mail address of the Seller, provided in their Account.

## **§ 12**

### **General Provisions concerning the Buyers**

1. In order to make a purchase offer, the Buyer must first choose the goods and their quantity on the Website, and then add the goods to their basket on the Website.
2. The Buyer must define the cryptocurrency they want to make the payment with - in case the choice is available.
3. The Buyer must take into consideration the fact that the total cost of purchase includes the price of the goods and shipping cost provided on the Website by the Sellers, e.g. in the product description.
4. By confirming the purchase offer in accordance with the conditions defined in Commercial Information, the Buyer must accept the Seller's rules and regulations.
5. The Buyer will be informed about acceptance of their offer by the Seller in an e-mail, sent to the buyer's address provided during the registration.
6. The Seller will provide the Consumer with a confirmation of concluding the contract on a durable medium, the latest at the moment of delivering the goods.
7. Within the Website, the Buyer may make a purchase of goods only using cryptocurrencies defined in a given Commercial Information. They may include:
  - a) BTC (Bitcoin)
  - b) ETH (Ethereum)
  - c) LTC (Litecoin)
8. For the goods purchased, the Buyer may pay by transferring the amount indicated in the Commercial Information and provided in a given cryptocurrency, to the cryptocurrency wallet of OneMillion, run by CoinGate and indicated on the Website, within 2 days since the acceptance of the Buyer's offer by the Seller.
9. As a part of the Sales contract, the Buyer pays the price which is an equivalent of the amount indicated in the Commercial Information in EUR or PLN currency, according to the cryptocurrency rate of CoinGate payment processor. The provision contained in the preceding sentence also applies to any other due benefits of the Buyer to the Seller.
10. OneMillion brings attention to the fact that they act as an agent of the Seller and perform agent's activities in terms of settling the Sales contract by the Seller and accepting the price's payment.

## **§ 13**

### **Complaints**

1. The Seller, being a party to the Sales contract concluded with the Buyer, bears liability for any defects of the goods.

2. Complaints concerning the goods ordered must be filed in the form specified by the Seller in the product's description on the Website.
3. The Seller will take a stance concerning the complaint within 14 days.
4. Complaints concerning the functioning of the Website and the contract concluded, referred to in § 5 section 7, may be filed by the User electronically to the following e-mail address: [reklamacje@onemillionshop.com](mailto:reklamacje@onemillionshop.com).
5. OneMillion examines complaints immediately, no later than 30 days from receipt of the complaint.
6. The User who is a Consumer, is entitled to use extra-judicial claims settlement methods, in particular:
  - a. Permanent Consumer Arbitration Courts by Trade Inspection Voivodship Inspectorates (for Polish Users);
  - b. Municipal (regional) Consumer Ombudsman (for foreign Users);
  - c. Other competent authorities of extra-judicial claims settlement for each member country of the EU;
  - d. ODR platform, available at the following address: <http://ec.europa.eu/odr>; - additional information on amicable settlement of disputes is available, among others, on the website: <http://polubowne.uokik.gov.pl>.

#### **§ 14**

#### **Returns policy**

1. Goods purchased through the Website may be returned within the scope of rules of law, unless the Seller stipulated otherwise in case of entities not being Consumers.
2. Detailed information on the returns policy is provided in the sales rules and regulations of each Seller - in case the return of goods is possible.
3. As a part of the Sales contract, the Buyer pays in cryptocurrency the price equivalent to the amount indicated in the Commercial Information in the traditional currency (FIAT): EUR or PLN. In case of returning the goods, the payments made by the User are returned in the traditional currency: EUR or PLN - depending on which of the currencies was indicated in Commercial Information concerning the price the Sales contract is concluded in. In case of goods' price, the price returned is the one provided in EUR or PLN at the moment of concluding the Sales contract.

#### **§ 15**

#### **Withdrawal from the contract to provide User's verification service**

1. Consumer is entitled to withdraw from the contract to provide User's verification service as a part of KYC Procedure, concluded with OneMillion, within 14 days from the day of concluding the contract, without giving any reason.

2. In order for the Consumer to be able to exercise the right to withdraw from the contract, they must inform OneMillion, by using the data provided in § 2 of Rules and Regulations, of their decision to withdraw from the contract by an unequivocal statement (e.g. a letter sent by e-mail).
3. Consumer may use a form template for withdrawal from a contract located at the end of Rules and Regulations, however it is not obligatory.
4. In order to meet the withdrawal deadline it is sufficient for the Consumer to send information concerning exercising their right to withdraw from the contract before the time limit for withdrawal from the contract expires.
5. In case of withdrawal from a concluded contract OneMillion immediately reimburses to the Consumer all received payments, in each case no later than within 14 days since the day OneMillion was informed of the Consumer's decision to exercise their rights to withdraw from the contract.
6. OneMillion will reimburse the payments using the same means of payments as those used by the Consumer in the original transaction, unless the Consumer agrees to another solution. In any case, the Consumer will not bear any fees concerning the refund.
7. Consumer loses the right to withdraw from the contract for providing the verification service as a part of KYC Procedure, if OneMillion has fully performed the service, with a clear consent of the Consumer to begin providing such service, before the time limit to withdraw from the contract expires.

## **§ 16**

### **Interruptions and technical failures**

1. In order to develop the Website and minimize the risk of a failure occurrence, OneMillion performs periodic technical interruptions in the functioning of the Website. Their purpose is to implement changes in the whole IT system. Those interruptions take place, if possible, during night time (Polish time), and the date and expected length of any interruption are published to the Users with at least a few days notice. The influence of technical interruptions on the course of transactions performed on the Website is as following:
  - a) Commercial Information whose date of completion is during the technical interruption and the technical interruption takes less than 12 hours - is automatically prolonged for another 24 hours (i.e. its date of completion is 24 hours later than originally planned);
  - b) Commercial Information published in the moment of the start of a technical interruption, which takes more than 12 hours, is automatically prolonged for another 24 hours.

3. A technical failure is a situation when most or all users, because of the problems connected with the IT system of One Million, have lost the possibility of using the basic functions of the Website, in particular they could not log in, search, use the Technical Information, make an offer for purchase or publish Commercial Information. In case of a technical failure:
  - a) Commercial Information whose date of completion is during the technical failure and in the 15 minutes time from its resolving, and the technical failure took less than 6 hours - is prolonged for another 24 hours;
  - b) Commercial Information that was being published when the technical failure occurred, and the technical failure took more than 6 hours but less than 24 hours, is prolonged for another 24 hours;
  - c) Commercial Information that was being published when the technical failure occurred, and the technical failure takes more than 24 hours, is prolonged respectively for the multiple of 24 hours period, however this multiple is calculated each time since the beginning of another 24 hours of the failure.
4. Irrespectively of the length of a technical failure, if any Commercial Information, for technical reasons, could not be prolonged and it finished during the failure, then the payments and commissions concerning this Commercial Information are charged and then refunded within the maximum of 14 days since the day the failure occurred.

## **§ 17 Disclaimers**

1. The Seller bears full liability for the content they place in Commercial Information, including any errors or imprecision.
2. The parties to the Sales contracts are individual Buyers and Sellers. Consequently, the Sellers bear all liability to the Buyers in connection with those contracts and their activities on the Website. OneMillion only makes the Website available as a sales platform, and is not a party to the above-mentioned Sales contracts and, as a result, within the scope of rules of law, does not bear liability for actions taken by the Sellers on the Website or their liability for such actions towards the Buyers.
3. Only the Seller, as an entity liable for their actions on the Website, is liable for the compliance with law of any content they introduce, including rules and regulations, photos and product descriptions as well as for the lack of content required by law or Rules and Regulations that they were required to place on the Website.
4. While making transactions on the Website, the User must take into account all connected risks, in particular the risk of a sudden change of rate (valuation) of a cryptocurrency or currency and the risk connected with the lack of supervision over the cryptocurrencies from the public administration.
5. The activities of OneMillion with respect to the services provided are not payment services under Payment Services Directive 2; Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services

in the internal market, investment advice and investment activity (under Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU; or any other activity regulated under particular Polish or EU regulations.

6. Towards the Users who are not Consumers, all liability of OneMillion is limited only to the amount of fee taken by OneMillion from the User for the services provided to them. If, in accordance with the relevant provisions of law such a limitation is not possible - the liability is limited in the maximum, legally permitted scope.
7. In case of Users who are Consumers, the parties are liable to each other on general terms. However, if it is not a violation of mandatory provisions of law applicable to the Consumer (and there are no unfair contractual terms), the liability of the parties to each other is limited to the amount of fee taken by OneMillion from the User for the services provided to them.
8. OneMillion liability towards the Sellers for loss of profit is excluded.
9. OneMillion is not liable for the actions of Users and third parties that OneMillion cannot influence - in particular for attempted fraud or extortion as well as deception from the User or third parties, who are out of OneMillion influence.

## **§ 18**

### **Personal data**

1. The Administrators of personal data provided by the User on the Website are:
  - a) OneMillion;
  - b) Individual Sellers in terms of personal data of the Buyers who conclude Sales contracts with the Seller.
2. Information provided in the following sections refer to processing personal data by OneMillion.
3. The purpose of processing User's data is first and foremost performing the contract for providing services on the Website. The basis for processing personal data in this case is a contract for providing services or actions taken on User's request, aiming at its conclusion (Article 6, section 1, letter b, of the General Data Protection Regulation (EU)), Seller's legal obligation connected with accountancy and prevention of money laundering and terrorist financing (Article 6, section 1, letter c) and legally legitimate interest of OneMillion to process data in order to determine, seek or defend possible claims (Article 6, section 1, letter f, GDPR).
4. Providing the data by the User is voluntary, but at the same time necessary to conclude a Contract. In case of not providing the data, the Contract cannot be concluded.

5. User's data will be processed until:
  - a) The legal obligation of OneMillion to process User's data expires;
  - b) The possibility of seeking claims by the User or OneMillion, in connection with the Contract or Website, expires;
  - c) User's objection to processing their personal data is accepted - in case the basis for processing data was a legitimate interest of OneMillion  
- depending on which applies in a given case and which happens later.
6. The User has the right to demand:
  - a) Access to their personal data,
  - b) Correcting their personal data,
  - c) Deleting it,
  - d) Limiting its processing,
  - e) Moving the data to another administratoras well as the right to:
  - f) Appeal at any time against processing the data for reasons connected with the User's particular situation - against processing the personal data concerning the User, under the terms of Article 6, section 1, letter f, GDPR (i.e. OneMillion's legally legitimate interests).
7. User's data will be transferred to the following third parties:
  - a) hosting providers - in order to store the data on a secure server;
  - b) an entity providing the mailing system and database - in order to send messages to Users in an efficient way;
  - c) in case of performing transactions on the Website (including the verification fee) - to the accounting office and bookkeeping software provider;
  - d) in case of concluding a Sales contract - the Buyer's data will be made available to the Seller - a party of the concluded Sales contract.
6. For the above reasons, User's data will be processed outside the European Union. The proper level of User's data security, also through the use of proper protective measures, is ensured by the participation of those entities in the EU-U.S. Privacy Shield, established by the Implementing Decision of the European Commission as a set of rules that guarantee proper protection of privacy.
8. In order to exercise their rights, the User should contact OneMillion.
9. In case the User states that their data are processed against the law, the User may file a complaint to the supervisory authority, which supervises the correctness of processing personal data.
10. Detailed information on processing personal data by OneMillion (including those concerning other purposes and bases for processing data and data recipients) can be found in privacy policy placed on the Website.

## § 19

### Contract and its modifications

1. Contracts between the User and OneMillion are concluded on the basis of the Rules and Regulations, through the Website. Termination of contracts is also performed through the Website.
2. The User may terminate the contract referred to in § 5 section 7 without giving reason and with immediate effect - by deleting the Account through the use of appropriate feature on the Website.
3. In case of Users who are not Consumers the law applicable in cases connected with the Rules and Regulations (including the services provided) is the Polish law. In case of users who are Consumers the law applicable is the Polish law, and the choice of Polish law is made without prejudice to the protection that is provided to the Consumers by the mandatory rules of law of their last habitual residence as well as the European laws or another law applicable to the Consumer - in accordance with the provisions of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I), which means, in particular, that if the national law applicable to the Consumer provides broader protection than the protection resulting from the Rules and Regulations or Polish law - the broader protection will be applied.
4. In case any provisions of the Rules and Regulations lead to the limitation of Consumer's rights they are entitled to on the basis of mandatory provisions of law (including law applicable on the basis of Rome I regulations), whose application, in relation to the Consumer cannot be limited or excluded - those provisions of the Rules and Regulations will not be applied to the User who is a Consumer.
5. OneMillion is entitled to change the Rules and Regulations (including the contracts concluded on their basis) only because of important reasons, referred to in section 6, on condition that the User is informed of the planned changes beforehand, through an e-mail, at least three days before the proposed change.
6. Important reasons to terminate or change the Rules and Regulations are:
  - a. Adaptation of the services or the Website to the rules of law that influence them;
  - b. Change or introduction of new fees of public-private character which influence providing the services;
  - c. Improvement of the services' functionality or activities aiming at increasing competitiveness of services;
  - d. Improvement of security of the services provided;
  - e. Recommendations, advice or other types of motions and recommendations from the public authorities, in particular from authorities of financial

markets supervision, such as EBA or competent national authorities (e.g. Financial Supervision Authority);

- f. Change in the costs of the services provided by external suppliers, costs of maintaining and servicing the infrastructure in the scope used in terms of providing services.
7. Non-opposition of the User towards the proposed changes is equivalent to giving their consent to those changes.
8. Before the proposed date of entry into force, the User may terminate the contract with immediate effect, without bearing the costs.
9. If the User opposes to the proposed changes but does not terminate the contract, the contract will expire one day before the proposed changes enter into force.
10. Any disputes between OneMillion and the User who is not a Consumer will be settled by a court competent for the registered office of OneMillion.

## Appendix no 1 - template for withdrawal from the contract form

### TEMPLATE FOR WITHDRAWAL FROM THE CONTRACT FORM

*(this form must be filled in and sent back only if you wish to withdraw from the contract)*

One Million Group Ltd.

101 Tysiąclecia Street

40-875 Katowice

e-mail: support@onemillionshop.com

- I hereby inform that I withdraw from the contract to provide the following services:...
- Date of concluding the contract: ...
- Consumer's name and surname: ...
- Consumer's address: ...

\_\_\_\_\_

Consumer's signature (only if the form is sent in a paper version)

Date: ...