

Additional General Contractual Conditions for Quasi-Entrepreneurs

effective as of 1st of January 2023

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I. Definitions, General Provisions.

1. For the purposes of this document - subject to validity of the definitions indicated in the PromoNotes General Contractual Terms and Conditions available at <https://promonotes.eu/files/terms/EN/gtct.pdf> - the following expressions shall have the following meanings:
 - 1) General Contractual Terms and Conditions, PromoNotes General Contractual Terms and Conditions or GTC - general contractual terms and conditions applicable to all business relations established between the company PromoNotes spółka z ograniczoną odpowiedzialnością with its registered office in Suchy Las (62-002) Definitions, General Provisions., ul. Poziomkowa 69, entered in the Register of Entrepreneurs of the National Court Register under KRS no.: 0000088887, whose registration files are kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań (Sąd Rejonowy Poznań - Nowe Miasto i Wilda w Poznaniu), VIII Commercial Division of the National Court Register (VIII Wydział Gospodarczy Krajowego Rejestru Sądowego), tax identification number NIP: 7781008186, statistical number REGON: 630263654, share capital PLN 100,000.00, available at: <https://promonotes.eu/files/terms/EN/gtct.pdf>;
 - 2) Quasi-Entrepreneur - a natural person who enters into a contract with PromoNotes directly related to his/her business activity, when it is apparent from the content of this contract that it does not have a professional character for that entrepreneur, arising in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity [Centralna Ewidencja i Informacja o Działalności Gospodarczej];
 - 3) Act - the Act of 30 May 2014 on consumer rights (i.e. of 28.01.2020, Journal of Laws of 2020, item 287, as amended).
 - 4) Civil Code - the Act of 23 April 1964 - Civil Code (i.e. of 23.04.1964, Journal of Laws of 2022, item 1360).
2. These additional GTC apply to Quasi-Entrepreneurs entering into any business-related commercial relationships with PromoNotes. To the extent not regulated herein, the GTC shall apply, and subsequently (for issues not regulated by GTC) provisions of the Civil Code and the Act.

II. Contracts with Quasi-Entrepreneurs.

1. In the event that the contractual partner (Quasi-Entrepreneur) declares in any form that the contract to be concluded with PromoNotes is directly related to his/her business activity and is not of a professional nature for the Quasi-Entrepreneur, the provisions contained herein relating to the Quasi-Entrepreneur shall apply.
2. Those provisions which, in accordance with the Civil Code, constitute prohibited contractual provisions (article 3851 et seq. of the Civil Code) shall not apply to contracts concluded with the Quasi - Entrepreneur.
3. PromoNotes, hereby, on the basis of Article 558 § 1 in conjunction with Article 5564 of the Civil Code, disclaims its liability towards the Quasi-Entrepreneur under warranty for physical and legal defects.
4. If the contract concluded by PromoNotes with the Quasi-Entrepreneur is also a distance or off-premises contract within the meaning of the Act, the Quasi - Entrepreneur is entitled to withdraw from the contract under the provisions of Chapter 4 of the Act.
5. With the exception of the provisions of Chapter 4, 5a and 5b of the Act (should Promonote render such services), the other provisions of the Act do not apply to contracts between PromoNotes and the Quasi-Entrepreneur.

III. Withdrawal from the contract.

1. In the case of contracts concluded by the Quasi-Entrepreneur which are distance or off-premises contracts within the meaning of the Act, the Quasi-Entrepreneur is entitled to withdraw from the contract within 14 days.
2. The time limit indicated in section 1 above, which entitles the Quasi-Entrepreneur to withdraw from the contract, shall begin to run:
 - 1) for a contract in the performance of which PromoNotes delivers an item, being obliged to transfer its ownership - from the moment of taking possession of the item by the Quasi-Entrepreneur or a third party indicated by him/her, other than the carrier;
 - 2) for a contract involving multiple items which are delivered separately, in lots or in parts - from the moment of taking possession of the last item, lot or part;
 - 3) for other contracts - from the date of their conclusion.
3. The Quasi-Entrepreneur may submit a declaration of withdrawal from the contract on the form, a specimen of which is attached hereto as Annex No. 2 to the Act, on the form attached hereto or in another form in accordance with the Act. It shall be sufficient to meet the deadline if the item is sent back before the deadline's expiry.
4. PromoNotes shall promptly acknowledge to the Quasi-Entrepreneur at the e-mail address (provided upon the conclusion of the contract and any other address if provided in the submitted declaration) its receipt of the declaration of withdrawal.
5. In the case of withdrawal from a distance or off-premises contract, the contract shall be deemed not to have been concluded.
6. PromoNotes shall reimburse all payments made by the Quasi-Entrepreneur immediately, but no later than within 14 days of receipt of the Quasi-Entrepreneur's declaration of withdrawal from the contract, including the costs of delivery of the items, but if the Quasi-Entrepreneur has chosen a delivery method other than the cheapest ordinary delivery method offered by PromoNotes, PromoNotes shall not reimburse the Quasi-Entrepreneur the additional costs (article 33 of the Act).
7. The Quasi-Entrepreneur is obliged to return the item to PromoNotes without delay, but no later than within 14 days from the date on which he/she has withdrawn from the contract, or to hand it over to a person authorised by PromoNotes, unless PromoNotes offers to collect the item itself. Sending the item back before the expiry of the time limit specified in Article 1 above shall be sufficient to comply with the time limit.
8. The Quasi-Entrepreneur shall bear the direct costs of returning the item.
9. PromoNotes shall refund the payment using the same means of payment as used by the Quasi-Entrepreneur, unless the Quasi-Entrepreneur has expressly agreed to a different means of payment which does not incur any costs for the Quasi-Entrepreneur.
10. If PromoNotes has not offered to collect the item from the Quasi-Entrepreneur itself, it may withhold reimbursement of payments received from the Quasi-Entrepreneur until it has received the item back or has received proof of return from the Quasi-Entrepreneur, whichever event occurs first.
11. The Quasi-Entrepreneur shall not have the right of withdrawal in respect of the contracts indicated in Article 38 of the Act, in particular:
 - 1) in which the object of the performance is a non-prefabricated item, produced in accordance with the Quasi-Entrepreneur's specifications or meeting his/her personalised needs;
 - 2) in which the object of the performance is an item supplied in sealed packaging which cannot be returned after opening for health or hygiene reasons, if the packaging has been opened after delivery;
 - 3) in which the object of the performance consists of items which shall become, by their nature, inseparable from other items after delivery.

IV. Final provisions.

1. All disputes arising in connection with the conclusion of the contract shall be settled amicably by the parties. If it is not possible to resolve a dispute amicably, it shall be resolved by the competent Polish common courts.
2. Should this document be modified, PromoNotes will post such information on the website and inform Quasi-Entrepreneurs whose contracts have not expired, by sending an email. The amendment of this document shall take effect on the date specified by PromoNotes, provided that this period shall not be shorter than 14 working days from the date of the posting of the information referred to above.
3. The provisions of the Act shall not apply to off-premises Contracts, if the Quasi-Entrepreneur is required to pay an amount not exceeding fifty zlotys.
4. A specimen declaration of withdrawal referred to in article III is included in annex no. 1 to these additional general terms and conditions of sale, and use of the said specimen by the Quasi-Entrepreneur is not obligatory.
5. The annexes to this document form its integral part.

(Name and surname, address details)

PROMONOTES sp. z o.o.
ul. Poziomkowa 69
62-002Suchy Las
e-mail address: office@promonotes.eu

DECLARATION OF THE QUASI-ENTREPRENEUR
- on withdrawal from a distance or off-premises contract

I/We* hereby notify* of my/our* withdrawal from the sales contract, withdrawal from the contract on _____ concluded on _____.

As a result of the above, I request that the payment made by me be returned to the following bank account:

Reimbursement of the payment made by me in connection with the withdrawal in question should be made using the method of payment which was used upon the conclusion of the contract referred to above.*

* Delete as appropriate - please choose the method of refund of the payment of the paid price.

(signature)