

## WEBSITE TERMS OF SERVICE

### Welcome to our Website!

The following Terms and Conditions define the terms of use of the Website, the services provided by us within the Website, and of course, our obligations. Please read them carefully before you start using our features.

These Terms and Conditions apply both when you are a Consumer, as well as when you act in another capacity. Our Terms and Conditions do not exclude or limit any rights granted to Consumers by mandatory provisions of law.

**Please remember that if you decide to purchase products or services from our offer, your rights and obligations – such as the terms of contract formation, the right of withdrawal, or the complaint procedure – are described in separate terms and conditions specific to those services and products. These Terms of Service apply solely to the use of our Website (e.g., browsing content, creating an account, using the contact form, etc.).**

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### 1. GLOSSARY

In any case where the following terms, written with a capital letter, are used in the Terms and Conditions, they should be understood in the meaning provided below, unless the context clearly indicates otherwise:

- a. **Password** – a string of specific characters defined by the User when creating the Account, required to set up the Account and to authorize access to it. In order to ensure the security of Users, the Service Provider may introduce mechanisms aimed at detecting and eliminating potential errors during the creation of the Password (such as the need to confirm, repeat, etc.).
- b. **Civil Code** – the Civil Code Act of April 23, 1964.
- c. **Consumer** – a User who is a natural person performing a legal act not directly related to their business or professional activity.
- d. **Account** – an Electronic Service provided to the User within the Service, allowing access to additional functionalities, identified by a unique name (Login) and Password provided by the User. Creating an Account may be necessary for ordering certain services/products.
- e. **Shopping Cart** – an Electronic Service that enables the User to place Orders, including, for example, displaying the summary of the Payment. The Shopping Cart does not guarantee the availability of Services (it is not equivalent to a reservation).
- f. **Login** – the User's email address provided when registering the Account.
- g. **Newsletter** – an Electronic Service that allows the User to receive marketing information from the Service Provider about the Service Provider or third parties, products, particularly regarding Promotions, sent to a communication channel selected by the User (depending on the current features of the Service, e.g., email address, phone number), provided that the User has given prior consent.
- h. **Promotion** – special terms for concluding agreements that apply for a specific period, under the rules indicated in the Service, which may arise, in particular, from separate regulations. Promotions within the Service cannot be combined unless the terms of a specific Promotion explicitly state otherwise.
- i. **Website Terms of Service/Agreement for the Provision of Services/Service Agreement** – this document that defines the rights and obligations of the User and the Service Provider concerning the Service and its use. The current version of the Website Terms of Service is always available on the Service, including in PDF format. Accepting Website Terms of Service is voluntary but required to use the Electronic Services, including creating an Account and entering into an Agreement for the Provision of Services. The Website Terms of Service constitute a contract template within the meaning of Article 384 § 1 of the Civil Code.
- j. **Service or Website** – the Service Provider's platform consisting of a network of interconnected web pages, enabling the User to enter into Agreements for the Provision of Services and use Electronic Services. Information presented in the Service or in connection with it is an invitation to conclude a contract within the meaning of Article 71 of the Civil Code, directed at the User and does not constitute an offer under the provisions of the Civil Code.
- k. **Service Provider** – Fiberax sp. z o.o. with its registered office in Warsaw, address: Puławska 405a, 02-801 Warsaw, registered in the business register of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS number 0001043360, NIP: 9512571325, REGON: 525646336, with a share capital of 1,000,000.00 PLN; email: [support@fiberax.com](mailto:support@fiberax.com).
- l. **Content** – texts, graphics, or multimedia, including posts, recordings, and informational content, as well as promotional videos, descriptions, comments, including works within the meaning of the Copyright and Related Rights Act, and images of natural persons available within the Service.
- m. **Electronic Service** – a service provided electronically within the meaning of the Act of July 18, 2002, on the Provision of Electronic Services to the User.
- n. **Act** – the Act of May 30, 2014, on Consumer Rights.

- o. **Works** – elements of text, graphic, or multimedia content (such as photos, graphics, videos, including images of persons, descriptions, comments) disseminated within or through the Service, including works within the meaning of the Act of February 4, 1994, on Copyright and Related Rights.
- p. **User** – any entity (e.g., a natural person, legal person, organizational unit, etc.) with full legal capacity.
- q. **Technical Requirements** – the minimum technical requirements that must be met to use the Service, i.e., (1) a computer, laptop, or other multimedia device with Internet access; (2) access to email; (3) an internet browser (preferably the latest version; the Service Provider may, for security reasons, not ensure compatibility with older versions of browsers). Using the Service may involve costs for internet connection (data transmission fee) in accordance with the tariff of the internet service provider used by the User.
- r. **Order** – an offer to conclude an agreement submitted by the User. The Order is submitted and processed in the manner specified in a separate regulation and service card. If the Order concerns several Services, it is considered that the User has submitted a separate offer for each Service to enter into an Agreement for the Provision of Services.

## 2. ELECTRONIC SERVICES

- 2.1. Depending on the current functionalities of the Website, the Service Provider may provide the User with the following Electronic Services free of charge, including, in particular:
  - a. Account;
  - b. Shopping Cart;
  - c. Newsletter;
  - d. enabling the User to browse Content posted in the Website (including Works);
  - e. enabling the User to place Orders and conclude agreements;
  - f. maintaining the login session after logging into the Account;
  - g. contact form.
- 2.2. The Newsletter is provided at the User's request.
- 2.3. In order to create an Account, the following are necessary:
  - a. registration using the form provided in the Service;
  - b. familiarization with the Privacy Policy;
  - c. familiarization with and acceptance of the Website Terms of Service (for security reasons, additional authorization and activation of the Account may be required).
- 2.4. The Agreement for the Provision of Electronic Services is concluded for an indefinite period. Access to certain Electronic Services may require going through a registration process.
- 2.5. With respect to the Electronic Service referred to in Section 1, letter d (browsing content), using the Website is equivalent to consenting to the Website Terms of Service. The agreement in this regard is terminated each time the Website is exited, without the need for separate statements.
- 2.6. The Service Provider may temporarily cease providing Electronic Services due to technical, maintenance, or other activities related to modifying the Service.
- 2.7. The Service Provider ensures technical and organizational measures appropriate to the scope of security risks, functionality, or services. Using the Service involves risks typical for transmitting data via the Internet, such as dissemination, loss, or unauthorized access.
- 2.8. The Content published by the Service Provider, including posts, recordings, and informational content, promotional videos, descriptions, and comments, is for informational purposes only and does not constitute advice or recommendations.

## 3. USER OBLIGATIONS

- 3.1. The User is obligated to comply with the provisions of the Website Terms of Service and the applicable laws. In particular, it is prohibited to:
  - a. promote content that is illegal, including content that propagates fascism, totalitarian systems, or hatred, especially on the grounds of nationality, ethnicity, race, religion, or gender;
  - b. use the Service in a manner that may disrupt other Users' or the Service Provider's use, especially for the purpose of sending unsolicited commercial information, providing unlawful content, or placing viruses, other malicious software, or harmful code;
  - c. impersonate another person or create a false identity;
  - d. unauthorized modification, copying, or publication of Works originating from the Service Provider or third parties;
  - e. share or provide links redirecting to websites outside the Service.
- 3.2. The User is particularly obligated to:
  - a. provide true and up-to-date information about themselves in the places designated in the Website;
  - b. appropriately secure access to their Account, including creating a strong Password and not disclosing it to third parties;
  - c. cooperate with the Service Provider, especially when such cooperation is necessary to determine whether the use of the Website is in accordance with these Website Terms of Service or the relevant laws;
  - d. immediately update their information on the Account whenever there are any changes;
  - e. immediately notify the Service Provider of any unauthorized access to the Account.

## 4. COMPLAINTS REGARDING ELECTRONIC SERVICES

- 4.1. Complaints regarding Electronic Services (such as the Account, newsletter, or contact form) should be sent to the email address or postal address specified in the Glossary at the beginning of the Website Terms of Service.
- 4.2. To facilitate and expedite the handling of a complaint, it is recommended to include the following in the complaint description:
  - a. information and circumstances regarding the complaint, including the name of the Electronic Service, characteristics, and date of any irregularities that occurred;
  - b. The User's request;
  - c. contact details of the person submitting the complaint.Failure to comply with the recommendations stated in the previous sentence does not affect the effectiveness of the complaint. However, the complaint should be submitted in a manner that enables the matter to be addressed.
- 4.3. In the case of complaints regarding Electronic Services, a response to the complaint will be provided without delay, no later than 14 days from the date of its receipt.

## 5. ALTERNATIVE DISPUTE RESOLUTION

- 5.1. If you are a Consumer, you have the right to use out-of-court dispute resolution methods.
- 5.2. Details regarding the methods and access to out-of-court dispute resolution are available at the following addresses:

- a) [https://uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumentkich.php](https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumentkich.php)
- b) [https://europa.eu/youreurope/citizens/consumers/consumers-dispute-resolution/out-of-court-procedures/index\\_pl.htm](https://europa.eu/youreurope/citizens/consumers/consumers-dispute-resolution/out-of-court-procedures/index_pl.htm)

5.3. The above provisions are for informational purposes only and do not constitute our obligation to use out-of-court dispute resolution methods.

## **6. LICENSE**

The exclusive rights to the Content made available/posted within the Website, including copyright, the Service's name (trademark), its graphical elements, software, and database rights, are legally protected and belong to the Service Provider or entities with which the Service Provider has concluded appropriate agreements. The User is entitled to use the aforementioned Content free of charge, exclusively for personal use and solely for the proper use of the Service, worldwide. Any use of the Content beyond this scope is permitted only based on explicit prior written consent from the authorized entity, under penalty of nullity.

## **7. PERSONAL DATA**

Detailed information regarding the protection of the User's personal data is provided in the Privacy and Cookies Policy.

## **8. TERMINATION OF THE AGREEMENT FOR THE PROVISION OF ELECTRONIC SERVICES**

- 8.1. The User has the right to delete their Account at any time and without providing a reason by sending the relevant statement, in particular, to the postal or email address specified in the Glossary at the beginning of the Website Terms of Service.
- 8.2. The User has the right to unsubscribe from the Newsletter service (withdraw from the service) at any time and without providing a reason by clicking the deactivation link in any of the emails sent to the User within the scope of the Newsletter service.
- 8.3. The Service Provider may terminate the Agreement for the Provision of Electronic Services (e.g., the delivery of the Newsletter) or any license agreement referred to in Section VI of the Website Terms of Service, with a 21-day notice period, for important reasons, understood exclusively as:
  - a. a change in the law concerning the provision of Electronic Services by the Service Provider affecting the mutual rights and obligations of the parties arising from the Agreement for the Provision of Services, or a change in the interpretation of the aforementioned provisions by court judgments, decisions, recommendations, or directives within the powers of the relevant authorities or bodies;
  - b. a change in the way Electronic Services are provided solely due to technical or technological issues (particularly updates to the technical requirements indicated in the Website Terms of Service);
  - c. a change in the scope or method of providing Electronic Services, the introduction of a new Electronic Service, modification, or withdrawal of existing functionalities or Electronic Services covered by the Website Terms of Service.
- 8.4. Independently, in consideration of the special care regarding the protection of the User's personal data and their processing for a reasonable period, the Service Provider may terminate the Agreement for the Provision of Services with immediate effect in the event of the User's inactivity in the Service for a continuous period of at least 1 year.
- 8.5. The Service Provider's statement regarding termination will be sent to the email address provided by the User.
- 8.6. The Service Provider may terminate the Agreement for the Provision of Services or any license agreement referred to in Section VI of the Terms and Conditions, with a 7-day notice period, or refuse further access to the Service (in whole or in part), for important reasons, i.e., in the case of a gross violation by the User of these Website Terms of Service, such as when the User fails to comply with the obligations set forth in the Website Terms of Service.

## **9. RIGHT OF WITHDRAWAL FROM THE AGREEMENT FOR THE PROVISION OF ELECTRONIC SERVICES**

- 9.1. The User has the right to withdraw from the Agreement for the Provision of Electronic Services without providing a reason. To do so, the User should submit the appropriate statement, following the instructions provided below.
- 9.2. The statement of withdrawal should be sent within fourteen (14) calendar days from the date of concluding the agreement. A template of the statement is provided in the Appendix to the Website Terms of Service. In the event of withdrawal from the agreement, the agreement shall be considered as not concluded.
- 9.3. It is recommended that the statement of withdrawal be sent to the email or postal address specified in the Glossary at the beginning of the Website Terms of Service.

## **10. AMENDMENT OF THE WEBSITE TERMS OF SERVICE**

- 10.1. The Service Provider may change the Website Terms of Service in the event of at least one of the following important reasons:
  - a. legal changes, i.e., a change in the law concerning the provision of Electronic Services affecting the mutual rights and obligations of the parties arising from the Agreement for the Provision of Services or changes in the interpretation of the aforementioned provisions by court judgments, decisions, recommendations, or directives within the powers of the relevant authorities or bodies;
  - b. technological changes, i.e., a change in the way Electronic Services are provided solely due to technical or technological issues (particularly updates to the technical requirements specified in the Website Terms of Service);
  - c. functional changes, i.e., changes in the scope or method of providing Electronic Services, the introduction of a new Electronic Service, modification, or cancellation of existing functionalities or Electronic Services covered by the Website Terms of Service.
- 10.2. The Service Provider will make the consolidated text of the amended Website Terms of Service available in the Service and by email to the User.
- 10.3. The amendment to the Website Terms of Service will take effect at least 14 days after the notification of the change is sent. Users have the right to terminate the Agreement for the Provision of Electronic Services within this time. The amendment to the Website Terms of Service does not affect Electronic Services that have already been provided to the User before the change in the Website Terms of Service.
- 10.4. Sections 1-3 do not apply to changes to the Website Terms of Service concerning Users referred to in Chapter XI, with respect to whom changes may be made without giving reasons and at any time.

## **11. USERS WHO ARE NOT CONSUMERS**

- 11.1. This section of the Website Terms of Service and the provisions contained therein apply only to Users who are not Consumers. However, this section does not apply to individuals who enter into an agreement directly related to their business activity if the contract does not have a professional nature for these individuals, as evidenced by the subject of their business activity, registered in the Central Registration and Information on Business Activity, subject to Sections 2, 3, and 4, which also apply to these individuals (Section IX of the Website Terms of Service, i.e., the right of withdrawal from the agreement, also applies to these individuals).
- 11.2. The Service Provider may terminate the Agreement for the Provision of Services or the license agreement referred to in Section VI with immediate effect and without providing a reason by sending a statement in any form.

11.3. The Service Provider is not liable for any damages, including lost profits, unless such damage was caused intentionally by the Service Provider.

11.4. All disputes will be resolved by the court competent for the Service Provider's registered office.

## 12. FINAL PROVISIONS

12.1. The Website Terms of Service are effective from 01.08.2025.

12.2. In matters not covered by these Website Terms of Service, the applicable provisions of Polish law shall apply, particularly the Civil Code, the Act on the Provision of Electronic Services, and the Act (the choice of Polish law in relation to these Website Terms of Service does not deprive the User of the protection guaranteed by provisions that cannot be excluded).

12.3. The provisions of the Website Terms of Service do not exclude or limit any rights of consumers granted under mandatory provisions of law, and any doubts shall be interpreted in favor of the consumer. In case of any unintentional discrepancy between the provisions of these the Website Terms of Service and the aforementioned provisions, those provisions shall prevail and will be applied

12.4. The current version of the Website Terms of Service is always available on the Service's website, also in PDF format for download.

## Appendix No. 1 - Sample Withdrawal Form

### WITHDRAWAL FORM

(this form should be completed and sent only if you wish to withdraw from the agreement)

Recipient: Fiberax sp. z o.o. with its registered office in Warsaw, address: Puławska 405a, 02-801 Warsaw

I/We(\*) *hereby inform* of my/our (\*) withdrawal from the agreement for the provision of the following service: \_\_\_\_\_

Date of conclusion of the agreement: \_\_\_\_\_

Name and surname of the consumer(s) \_\_\_\_\_

Address of the consumer(s): \_\_\_\_\_

Signature of the consumer(s) (only if the form is sent in paper form): \_\_\_\_\_

Date \_\_\_\_\_

(\*) *Delete as applicable*