

**TERMS OF SERVICE
OF ABRAMIS SP. Z O.O.
OF 18.04.2018**

§ 1 GENERAL PROVISIONS

1. The Terms of Use specify the terms of service for the offered electronically services of ABRAMIS sp. z o.o., available at www.mikado.pl.
2. The electronic services are offered by Abramis Sp. z o.o. with headquarters in Łomianki (05-092), at ul. Łąkowa 52a, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, 14th Commercial Division of the National Court Register (KRS) under KRS no. 0000194763, NIP 118-00-14-612.
3. The terms used in the present Terms of Service shall have the following meanings:
 - a. **Service Provider**- Abramis Sp. z o.o. With headquarters in Łomianki, at ul. Łąkowa 52a, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, 14th Commercial Division of the National Court Register (KRS) under KRS no. 0000194763, NIP 118-00-14-612;
 - b. **Customer**- a natural or legal person, or an organisational entity other than a legal person, to whom specific provisions confer legal capacity, benefiting from the services offered by Abramis sp. z o.o.
 - c. **Parties**- the Service Provider and the Customer.
 - d. **Electronic Services (E-services)**- services performed by sending and receiving data by means of information and communication technologies (ICT), at request of the Customer, without simultaneous presence of the parties, where such data is transmitted over public networks as defined by the telecommunications law.
 - e. **Website**- website of the Service Provider available at www.mikado.pl.

§ 2 TYPES OF ELECTRONIC SERVICES

1. The present Terms of Service apply for the following electronic services offered by the Service Provider:
 - a. **Information Services**- provision, upon Customer's request, information related to the goods offered by the Service Provider,
 - b. **Communication Services**- enable the Customer, upon request, to communicate with the relevant department or contact persons of the Service Provider. The Communication Services apply, in particular, the following categories of matters:
 - servicing of equipment and spare parts,
 - marketing cooperation,
 - applications from candidates for testers of Mikado,
 - commercial cooperation on the territory of Poland, and abroad,
 - taking up employment with the Service Provider.

3. TERMS OF SERVICE

1. The Customer's use of the services offered by the Service Provider is equivalent to the conclusion by the Client of a contract for the provision of services by electronic means and to the acceptance of the Terms of Service.

2. The Terms of Service are available at www.mikado.pl in the "Downloads" tab. The document is also available while using the contact form, after you check the option "see the Terms of Service".
3. To use the contact form, it is necessary to read the Terms of Service and accept its contents, by checking: "I declare that I have read the Terms of Service and the Privacy Policy."
4. The Terms of Service are made available for free, in a form allowing its capture, reproduction, recording and printing.
4. The Customer is obliged to comply with the provisions of these Terms of Service.
5. It is strictly forbidden for the Customer to send information and content of illegal nature, offensive content, incorrect or misleading information, as well as content containing viruses or likely to cause interference or damage to computer systems.
6. If the message addressed to the Service Provider does not concern the scope of the services provided, contains illegal content, including vulgarisms, other content commonly considered offensive, content contrary to good morals and/or in any other way violating the rights of third parties, the Service Provider will refuse to provide the service. The Service Provider stipulates that in the event of any of the above described situations, it is not obliged to inform the Customer of the refusal to provide services by electronic means.
7. In order to use the services offered by the Company by electronic means, it is necessary to meet the following minimum technical requirements:
 - a. having a computer or other multimedia device with Internet access;
 - b. having an Internet browser:
 - Internet Explorer version 8.0 or later with ActiveX, JavaScript and Cookies enabled; or
 - Mozilla Firefox version 22.0 or later with Java, JavaScript and Cookies enabled; or
 - Google Chrome version 28.0 or later with Java, JavaScript and Cookies enabled; or
 - Opera version 12.0 or later with Java, JavaScript and Cookies enabled; or
 - Apple Safari 5.0 or later with Java, JavaScript and Cookies enabled; having an active e-mail account;
 - c. a minimum screen resolution of 1920 x 1080 pixels is recommended.
8. The Service Provider is not responsible for the Customer's failure to comply with the minimum technical requirements indicated above.
9. The services specified in § 2 of the Terms of Service are provided free of charge.
10. The Service Provider shall not be held liable for any obstacles occurring independently that may prevent the performance of the service, in particular it shall apply to failure of computer systems or failure of the Customer to comply with the Terms of Service.

§ 4 SPECIFIC RISKS ASSOCIATED WITH THE USE OF THE SERVICE BY ELECTRIC MEANS

1. The use of services provided by electronic means is associated with particular risks consisting in the risk of infecting the IT system with undesirable software. The sole purpose of such software may be to cause damage.
2. In order to protect against threats connected with infected IT system, it is recommended to install anti-virus software and firewall on the computer used by the Customer.

3. It is recommended that the anti-virus program and firewall are constantly updated as soon as new updates are available and can be installed.
4. Possible threats also include hacker attacks. In order to ensure the security of communications and data provided to the Service Provider, the Service Provider applies technical and organizational measures appropriate to the level of threat, in particular measures aimed to prevent obtaining and modifying by unauthorised persons the personal data transmitted over the Internet.
5. The service provider ensures security of data transmission via the contact form by applying the SSL protection rules.

§ 5 CONDITIONS FOR THE CONCLUSION AND TERMINATION OF A CONTRACT

1. Acceptance by the Service Provider of the Customer's declaration of acceptance of these Terms of Service and commencement of the Customer's use of a specific service covered by the Terms of Service constitutes acceptance of the Terms of Service and conclusion of a contract for providing the services by electronic means.
2. The Customer may terminate the use of any service at any time. In the case of non-continuous services, e.g. in the case of a single request for information related to the Service Provider's goods, the contract is terminated by leaving the Service, without the need to make any additional declarations. In other cases, the Customer may at any time resign from the Services offered in the present Terms of Service by submitting a declaration of will in this respect to the Service Provider.
3. The aforementioned declaration should be sent to the Service Provider by e-mail, to the following e-mail address: abramis@abramis.com.pl; Or in writing to the postal address of the Service Provider indicated in § 1 item 3 letter a) of the Terms of Service.
4. In order to make a declaration, you may use the sample withdrawal form from Annex 1 to the Terms of Use; This however is not mandatory.
5. Termination of the contract by the Service Provider may take place at any time by sending notice of termination of the contract for the provision of services by electronic means by electronic mail to the e-mail address provided by the Customer in the contact form.
6. Legal effects of termination of the use of a service shall continue to be governed by the applicable legal provisions, including the legal nature of the service provided and the actual circumstances.

§ 6 USE OF SERVICES

1. Website available at www.mikado.pl, used by the Service Provider to offer services by electronic means, is available to the Customers 24 hours a day, 7 days a week.
2. The Service Provider reserves the right to suspend access to the website available at www.mikado.pl in order to carry out the necessary periodic maintenance.
3. The Service Provider will perform the service after filling in by the Customer the contact form available at: <http://mikado.pl/kontakt/>
4. In order to fill in the form correctly and use the services covered by the Terms of Service, it is necessary for the Customer to fill in all the obligatory fields marked with the "*" symbol, as well as to accept mandatory consents and the declaration on reading the Terms of Service.
5. Mandatory data, provided by the Customer in order to enable the Service Provider to perform the contract, include:
 - a. name,

- b. surname,
 - c. e-mail address,
 - d. subject,
 - e. message content.
6. The Customer declares that the data provided is true, and that the Customer is authorized to provide it to the Service Provider.
 7. The Service Provider performs the service offered within 14 days, using the e-mail address indicated by the Customer in the form. The service is performed at the moment of entering the data by the Service Provider into the means of electronic communication in such a way that the Customer has an opportunity to read the content of the message sent.
 8. The Service Provider is not responsible for providing by the Customer untrue, incorrect, incomplete information, in particular, in the case of providing the data of third parties without their consent or knowledge.
 9. Any consequences of providing incorrect, untrue, incomplete or misleading data shall be the responsibility of the Customer using the website.

§ 7 COMPLAINTS HANDLING PROCEDURE

1. The Customer has the right to lodge a complaint regarding the services provided by the Service Provider by electronic means.
2. Complaints concerning services provided by electronic means may be submitted:
 - a. by e-mail to the following address abramis@abramis.com.pl
 - b. by telephone, calling Customer Service at 48 22 751 74 97, available from Monday to Friday between 8 a.m. and 4 p.m. (charged at the same rate as a standard telephone call, in accordance with the tariff of the service provider used by the Customer),
 - c. in writing, sent by post or courier to the address indicated in § 1 section 1 item a) of the Terms of Service.
3. The complaint should include the following: name and surname, mailing address, e-mail address to which the reply to the complaint is to be sent, and a detailed description of the problem giving rise to the complaint.
4. The Service Provider shall consider the complaint immediately, not later than within 14 days from the date of lodging the complaint. The Service Provider shall immediately notify the person submitting the complaint of the result of the procedure to the e-mail address provided in the complaint.
5. In the event of any defects in the complaint, the Service Provider shall request the Customer to supplement them in accordance with the address details provided in the complaint.

§ 8 OUT-OF-COURT COMPLAINTS HANDLING AND REDRESS

1. Detailed information on out-of-court complaint and redress procedures, and the rules of access to such procedures, are available in the offices and at the websites of district (municipal) consumer ombudsman, social organisations the statutory tasks of which include consumer protection, and voivodship inspectorates of Trade Inspection.
2. A Customer having the status of a Consumer may obtain free assistance in resolving an individual dispute between the Consumer and the Service Provider, using free legal

assistance from a municipal or district consumer ombudsman or a social organization the statutory tasks of which include consumer protection, including the Polish Consumers' Association.

3. The European Consumer Centres Network (ECC-Net) also helps to resolve individual disputes and consumer complaints relating to cross-border transactions.
4. The consumer may use the online dispute resolution platform of the consumer dispute resolution system (ODR platform), in accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR). The European ODR platform is to facilitate the independent, objective, transparent, effective, prompt and fair out-of-court online resolution of disputes between consumers and entrepreneurs, concerning contractual obligations arising from online sales contracts or service contracts concluded between consumers living in the European Union and entrepreneurs with headquarters in the European Union.
5. The use of the available out-of-court complaint and redress procedures is possible after the end of the complaint procedure and is voluntary, with both parties having to agree to the procedure. The Service Provider agrees to participate in the procedure of out-of-court settlement of disputes with Consumers.

§ 9 PERSONAL DATA AND PRIVACY POLICY

1. Personal data provided by the Customer in order to conclude a contract for the provision of services by electronic means are processed by Abramis Sp. z o.o. with headquarters in Łomianki, ul. Łąkowa 52a, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, 14th Commercial Division of the National Court Register (KRS) under KRS no. 0000194763, NIP 118-00-14-612, which is the Data Controller.
2. An essential element of the Service Provider's performance of the service is the provision by the Customer of personal data, marked as obligatory, and expressing the consent by the Customer for the processing of the provided personal data during the provision of the service. Providing personal data marked as obligatory is voluntary, however it is necessary in order to provide services by electronic means and for the needs of customer service. Providing personal data not marked as obligatory is voluntary.
3. If the Client has expressed consent for a service provided by electronic means, involving commercial marketing information, the obtained e-mail address is added to the mailing list and is used for marketing purposes to send commercial information to the Customers by electronic means.
4. The consent to the processing of personal data is given by the Customer by ticking the appropriate box in the form.
5. The collected personal data is not made available to third parties, with the exception of providing the data to the Internet service provider, providing server room resources to the Data Controller (hosting services provider): 2M.NET. The scope of the transmitted data is limited to the necessary minimum.
6. The Customer has the right to access the personal data provided and to rectify it. For this purpose, the Customer should contact the Service Provider at the address indicated in § 1 item 3 letter a), or by e-mail to the following address: abramis@abramis.com.pl

7. The Customer has the right to obtain information on whether and to what extent his/her personal data is processed; and on the purpose and scope of the processing of the personal data provided. For this purpose, the Customer should contact the Service Provider in the manner indicated above in this section.
8. The Service Provider, as the Data Controller, may entrust the personal data provided to another entity, by way of a written contract, for the purposes of processing it, in accordance with the provisions of the Act of 27 August 1997 on the protection of personal data, and since 25 May 2018 in accordance with the provisions of Regulation (EU) no. 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, and in accordance with the relevant provisions of the Polish law.
9. The Service Provider uses cookie files, saved by the information system in the User's information and communication system (on the User's computer, telephone or other device from of the User, used for connecting with the Website) while browsing the Website and allowing for later identification of the User in the event of re-connection with the Website from the device (e.g. computer, telephone), on which cookie files were saved.
10. Cookies collect data concerning the use of the Website by a User, and their main purpose is to facilitate the User's use of the Website, adapting Website pages to the needs and expectations of a given User (personalization of the Website pages), analyse the traffic of Users within the Website.
11. Cookies are used in the Website with the User's consent. The User's consent may be given by means of appropriate settings of the software, in particular of a web browser, installed in a telecommunications device used by the User for browsing the content of the Website.
12. Website user may also at any time limit or disable cookies in his/her browser by setting cookies blocking or warning the user against saving cookies on the device used to browse the content of the Website. In such a case, however, it may happen that the use of the Service is less efficient, the User will not have access to certain contents, and in extreme cases, displaying the Website pages correctly may be completely blocked.

§ 10 FINAL PROVISIONS

1. The Service Provider reserves the right to change the conditions, mode and manner of granting access to the chosen services provided by electronic means.
2. The Service Provider reserves the right to suspend and terminate the services previously provided by electronic means.
3. The Service Provider reserves the right to amend the Terms of Service for legal or organizational reasons. Each User of the Website shall be informed of the content of the amendments to the Terms of Service by a notice on the website www.mikado.pl about the amendments to the Terms of Service, including a summary of the amendments to the Terms of Service and keeping this information available at the indicated website for a period of at least 14 consecutive calendar days.
4. Amendments to the Regulations shall become effective on the date specified together with the information about the amendment to the Terms of Service, but not earlier than 14 calendar days after the moment of informing about the amendment to the Terms of Service.

5. In the event of amending the Terms of Service, any contracts concluded before the date of becoming effective by the amendment to the Terms of Service shall be executed in accordance with the Terms of Service in the wording in force on the date of conclusion of the contract.
6. In matters not regulated in the Terms of Service, the provisions of the Polish law shall apply, in particular the Act of 23 April 1964 the Civil Code (consolidated text of Dz. U. [Journal of Laws] of 2014, item 121 as amended), of the Act of 18 July 2002 on Providing Services by Electronic Means (Dz.U. [Journal of Laws] of 2017, item 1219), and in case of Clients being Consumers also the provisions of the Act of 30 April 2014 on consumer rights (Dz. U. [Journal of Laws] of 2014, item 827).
7. Any disputes arising from the provision of services provided by electronic means shall be settled by the competent court.
8. The Terms of Service become enforceable as of 18.04.2018 and applies for the contracts concluded on or after that date.

Annex no. 2

SAMPLE WITHDRAWAL FORM

(This form shall be completed and returned, only if you wish to withdraw from the contract)

Addressee:

Abramis Sp. z o.o.

ul. Łąkowa 52a

05-092 Łomianki, Poland

I/We(*) hereby give notice of my/our withdrawal from the contract for the provision of the following service (*)

date of conclusion of the contract

Name and surname of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if the form is sent on paper)

Date

(*) Delete as appropriate.