

Terms of use - Refspace

I. General provisions

1. The definitions used in the Regulations mean:
 - a. Refspace Ltd - Refspace Ltd with its registered office in London at 85 Great Portland Street, W1W 7LT, United Kingdom, Company No 14127969;
 - b. Refspace - a transaction platform run under this name, available in the Refspace mobile application and the refspace.com domain;
 - c. User - a person who has gained access to the services provided as part of Refspace, on the terms set out in the Terms of use and who can also act as a Seller or Buyer;
 - d. Seller - an entrepreneur who offers Goods for sale within Refspace in connection with his business activity, having an Account on the terms set out in the Seller's Regulations.
 - e. Buyer - a natural person, including a consumer, a legal person or an organisational unit without a legal person, who, acting within Refspace, accepted an offer to buy the Goods or took other steps to purchase the Goods and/or RefCash.
 - f. Creator - the user of the application, a natural or legal person who provides services consisting in promoting the Seller's Goods on the Refspace platform and beyond;
 - g. Account - a set of resources maintained for the User by Refspace Ltd, in which the User's data and information about his activities within Refspace are collected, enabling access to Refspace functionalities;
 - h. Goods - a tangible or intangible thing or service that is the subject of contracts concluded using Refspace;
 - i. RefCash - is a digital product created by the Creator. The Buyer may, but does not have to additionally, purchase RefCash from the Creator once when paying for the Goods. By purchasing RefCash, the Buyer receives an electronic RefCash certificate created by the Creator and a personalised thank-you note from the Creator. At the same time, this act of purchase is the Buyer's thanks for the activity of the Creator.
 - j. Stripe - an intermediary entity external to Refspace in the execution of payments by bank transfer or payment by credit card;
 - k. Regulations - these Regulations presenting the rules of using and functioning of the Refspace website.
2. The Regulations define the terms and conditions of using the Refspace website, including the rules of registration, making transactions, payment issues as well as return and complaint procedures.
3. In addition, the Regulations specify the rules of access and use of Refspace website resources. Each person using Refspace is required to read these Regulations.
4. Sellers within Refspace can only be entrepreneurs (regardless of the organisational and legal form) who have concluded a cooperation agreement with Refspace Ltd, enabling them to offer Goods to Users via the Refspace website.
5. Creators within Refspace may be natural persons or entrepreneurs who have concluded a cooperation agreement with Refspace Ltd, enabling them to offer a service in the form of promoting Sellers' Goods using the Refspace website.

6. As part of the Refspace service, Users can:
 - a. read the generally available profiles of the Creators, containing information about the Creators (including their shared profile data) and the list of Seller's Goods that are promoted by the given Creator.
 - b. place online orders for Goods from Sellers and conclude remotely with Sellers contracts for the sale of Goods;
 - c. buy RefCash from Creators
 - d. make payments for ordered products using Stripe, the payment processor;
7. To use the Refspace website and place orders, it is necessary for the User to have an active e-mail account. Other technical requirements regarding the use of the Refspace website, the rules for creating and deleting an account and account management are set out in these Regulations.

II Refspace registration and terms of use

1. Refspace can be used by natural persons who are over 18 (eighteen) years of age and have full legal capacity. Refspace users are also legal persons and organisational units without legal personality, but able to acquire rights and incur liabilities on their own behalf.
2. In order to use the Refspace website, the User should first download the Refspace application and register by completing the electronic registration form available at Respace, including entering his e-mail address and password. A message will be sent to the e-mail address provided with information on how to complete the registration. Upon completion of registration, an Account maintenance agreement is concluded between the User and Refspace.
3. The User, using the appropriate form available on the Refspace website, may receive the status of the Seller and/or the status of the Creator after providing the required data, passing verification by the payment operator and accepting the relevant Regulations.
4. Upon completion of registration as a Seller, an agreement is concluded between the registered entity and Refspace Ltd, the subject of which are services provided by Refspace Ltd as part of Refspace, on the terms set out in the relevant agreement.
5. A User may be granted the status of a Creator, subject to an appropriate agreement between Refspace and the User
6. One person can be a User, Creator and Seller at the same time, however, one Account cannot act as the Creator and Seller at the same time. Otherwise, a different e-mail address must be used to create another Account in order to activate another role.
7. Each newly activated role must be verified by the Stripe payment operator in order to take full advantage of the possibilities offered by Refspace.
8. One person can be a User, Creator and Seller at the same time.
9. The user is obliged to provide the required and true data and make truthful statements.
10. A user may only register and maintain only one account.
11. Please note that Refspace may change the username/login for your Account in certain circumstances (for example, when another person claims it because of their login on other social media platforms, or when this name turns out to be unrelated to your name) that the user uses on a daily basis). After verification, Refspace undertakes to notify the User in advance of the need to change the name.
12. All actions taken by the User within Refspace should be in accordance with good practices and applicable laws, including those relating to the protection of consumer

rights. The User may not take actions that adversely affect the security of Refspace's functioning or harm Users.

13. The User may not use the Account to perform activities that violate the provisions of the Regulations. Actions aimed at circumventing it will be contrary to the Regulations.
14. It is illegal to use the Accounts of other Users. The Account may only be used by persons authorised by the User (e.g. authorised employees of the Seller or Buyer).
15. Accounts are non-transferable.
16. In a situation where the Account or the User's activity within Refspace requires additional verification of data, and if Refspace has reasonable concerns about the security of the Account or transactions, in particular regarding the unauthorised takeover of the Account by another person, Refspace may:
 - a. request confirmation by the User with relevant documents of his credibility, including identity,
 - b. temporarily restrict access to individual services,
 - c. suspend the User Account for a definite or indefinite period.
17. After the above-mentioned circumstances cease to exist, Refspace will lift the said restrictions applied to the User.

III Refspace mobile pp

1. The Refspace mobile application is available for free download to a mobile device from the Google Play store (for Android devices) as well as from the App Store (for iOS devices).
2. The mobile application requires a mobile device (smartphone, tablet) with Internet access and an iOS or Android operating system to function properly.
3. Using the mobile application, the User can access his/her Account on the Refspace website, place orders for Goods listed by the Seller and buy RefCash from Creators and make payments for them, read the information provided in the mobile application and use other functionalities available in the mobile application.
4. Updates may be released periodically to the mobile application. The installation of such updates is required for the proper functioning of the Refspace website.
5. The user may at any time remove (uninstall) the mobile application from his mobile device. However, deleting the mobile application does not mean deleting the User's account on the Refspace website.

IV Information about products and terms of order fulfillment

1. Each Good available in Refspace has a product card that contains: a description of the Good, including detailed data covering the characteristic features of the Good; the availability of the Goods and the terms of delivery of the Goods, the offered price and terms of payment.
2. Prices of products available from individual Sellers:
 - a. include VAT (if applicable) and are provided in Polish zlotys or in another currency specified by the Seller;
 - b. do not include delivery costs.
3. The Buyer may, within Refspace, place orders for Goods available in the Sellers' assortment for 7 (seven) days a week and 24 (twenty-four) hours a day, subject to prohibitions or trade restrictions resulting from the mandatory provisions of law.

4. The purchase of RefCash from the Creator is voluntary and is accessible from the shopping cart level.
5. When making a purchase, it is required to select the RefCash purchase value, i.e. 0 PLN 10 PLN and 20 PLN.
6. In order to place an order, you must:
 - a. log into the Refspace mobile app;
 - b. select the Goods that are the subject of the order, and then click the "Buy" button (or equivalent);
 - c. choose the delivery method (method of product delivery) and payment method;
 - d. select the RefCash value;
 - e. enter the details of the recipient of the order and the address to which the product is to be delivered, as well as provide a telephone number for contact regarding collection;
 - f. click the "Proceed to payment" button;
 - g. pay for the order in one of the available payment methods.
7. Refspace Ltd is not a party to contracts for the sale of Goods concluded via the Refspace website. The parties to such agreements are solely the Buyer and the Seller.
8. In the case of the purchase of RefCash, the parties to the contract are the Buyer and the Creator.
9. Refspace does not guarantee that the Seller and the Buyer are entitled to conclude and perform the contract.
10. The Buyer concludes a contract with the Seller by confirming the purchase using the "Proceed to payment" button.
11. After placing an order, a confirmation of receipt by the Seller of the order placed by the Buyer will be automatically sent to the Buyer's e-mail address indicated on his Account.
12. If RefCash is purchased in an amount greater than PLN 0, the Buyer will receive a thank you note and a certificate provided by the Creator.
13. As part of the ordering process, the Buyer may place the Goods of only one Seller and Creator in the basket.
14. As part of the ordering process, the Buyer may place Goods from different Sellers in the basket. In this way, the Buyer may simultaneously place orders for individual Goods with many Sellers, and consequently conclude sales contracts with various Sellers. In this case, individual orders are transferred by Refspace to the relevant Seller
15. The order may be cancelled by the Seller if the Buyer fails to pay the entire price of the order within 3 business days from the date of receipt by the Buyer of the confirmation of acceptance of the order for execution. Cancellation of the order means that the Seller is released from the obligation to fulfil it. If the Buyer makes a partial payment for the order, the funds paid by him are returned.
16. The buyer is obliged to provide a current and accurate address to which the subject of the order is to be delivered (in the case of an order with shipping). Refspace informs that if the Buyer provides an incorrect or inaccurate address, the Seller shall not be liable for failure to deliver or delay in delivering the subject of the order, if the Seller and the deliverer exercised due diligence in delivering the subject of the order.
17. The Seller is responsible for the shipment and delivery of the Goods.
18. The Seller has 14 days to deliver the Goods to the Buyer. Refspace reserves the right to request a document confirming the dispatch of the shipment (e.g. a waybill confirmed for acceptance by the supplier).
19. In a situation where the Buyer has objections to the Seller or its offers of Goods or the performance of the contract or delivery, he must contact the Seller directly, based on the contact details provided in the first e-mail confirming the purchase from a given Seller.

The Seller is obliged to provide a comprehensive answer within 24 hours from the moment the Buyer's allegations are addressed to him.

V. Offer. Seller's rights and obligations.

1. The Seller must ensure that the Goods he sells are not included in the List of prohibited products and services, constituting Appendix 1 to the Regulations. The Seller must be the owner of the Goods he exhibits or have the right to sell, exchange or transfer them.
2. The content of the offer may not mislead other Users as to its condition, origin, brand, quality or manufacturer.
3. The content of the offer must meet the legal requirements and not infringe the personal rights of third parties and good manners. The user bears full responsibility for the offers published by him, their errors or inaccuracies.
4. The sale of Goods must not infringe the rights of third parties, must comply with intellectual property rights and must not violate any local, national or international law or regulation.
5. The Seller is obliged to deliver the Goods or Goods purchased by the Buyer on the Refspace website to the Buyer within 14 days in the case of a domestic shipment or within 30 days in the case of a foreign shipment. The seller should use leading courier and postal services - companies that can be verified via ICT and that enable tracking of the shipment. Refspace does not provide for the possibility of collecting the Goods in person.
6. The warranty is the guarantor's commitment to the Buyer that it will replace, repair or accept an item (and return the money) that does not meet the characteristics set out in the warranty document. Providing a guarantee consists in placing an appropriate statement in the guarantee document or offer description.
7. It is the guarantor who decides whether he will provide the Buyers with a guarantee for his Goods. It also decides what its content and scope will be, for example: what will be the number of repairs, conditions under which the item can be replaced with a new one, whether service addresses will be provided. The guarantee document should be drawn up in Polish.
8. The guarantor of the Goods may be the manufacturer, importer or Seller.
9. Respace is not a guarantor.
10. The Seller may conduct promotional campaigns on the Refspace website. The rules of the promotion are set out in separate Promotion Regulations.
11. The Seller may, on a voluntary basis, join promotional campaigns organized by Refspace.
12. Promotions include e.g. sales, promotions for a specific product category.
13. In the event of a collision between the provisions of the Promotion Regulations and these Regulations, the provisions of the Promotion Regulations shall prevail.

VI. Rights and obligations of the Creator

1. The rights and obligations of the Creator, including those related to copyright, are covered by a separate agreement between the Creator and Refspace

VII. Rights and obligations of the Creator

1. In Respace, the leading payment option for an order is payment in advance (before collecting the subject of the order) using the Stripe platform, the payment processor.
2. In the case referred to in point IV. 9 of these Regulations (simultaneous placing of orders with different Sellers) and the choice of payment in advance with different Sellers, the Buyer makes one payment in advance for all orders placed. In such situations, Stipe, the entity gathering the payment, distributes the amount paid and transfers the amounts due to each Seller.
3. Bearing in mind that the party to the contract for the sale of Goods concluded with the Buyer under Refspace is the Seller, the Seller is obliged to document the sale of the Goods in accordance with the relevant provisions of tax law, including - if applicable - issuing and delivering to the Buyer an invoice or, if applicable, a receipt document documenting the sale. By placing an order for Goods via Refspace, the Buyer who is a VAT payer accepts the receipt of an electronic invoice from the Seller who is a VAT payer.

VIII. The right to withdraw from a distance contract with the Seller

1. The Buyer may, without giving a reason, withdraw from the sales contract concluded with the Seller, Goods purchased remotely via Refspace within 14 days.
2. The statement of withdrawal from the contract should be submitted directly to the Seller within 14 (fourteen) days, where this period runs from the moment the Buyer or a third party indicated by him (other than the carrier) takes possession of the item.
3. The Buyer may, without giving a reason, withdraw from the sales contract concluded with the Creator, RefCash purchased remotely via Refspace within 14 days.
4. A declaration of withdrawal from the RefCash purchase agreement should be submitted to the address helpdesk@refspace.com within 14 (fourteen) days, the period running from the day following receipt of the RefCash certificate by the Buyer.

IX. Goods Complaints

1. Complaints regarding Goods purchased from individual Sellers should be addressed directly to the Sellers. Each Seller defines its own complaint procedure.

X. Role and Responsibility of Refspace

1. Refspace provides Users with IT tools that enable Users to conclude contracts for the sale of Goods, but is not responsible for the behavior of Users as part of using the Refspace website or for improper performance or non-performance of sales contracts by them, as well as for the consequences of actions taken by Users and third parties, and constituting a violation of the provisions of the Regulations.
2. Refspace is not responsible for non-conclusion or invalidity of concluded agreements between Users as a result of actions or omissions of Users.

3. Refspace is not responsible for the quality, safety or legality of the Goods offered by the Sellers, the Sellers' ability to sell, the solvency of the Buyers and the truthfulness and reliability of information about the Goods.
4. In the event that the published offer or its recording violates the provisions of the Regulations or applicable law, Refspace may refuse to publish the offer of Goods, terminate or remove the offer.
5. Refspace may verify Users' compliance with the Regulations. Verification may take place in particular by checking whether Users comply with the relevant provisions of the Regulations.
6. Refspace may verify Users' compliance with the Regulations. Verification may take place in particular by checking whether Users comply with the relevant provisions of the Regulations. Refspace may, in order to ensure safety and compliance with the Refspace Regulations by Users, contact Users, and in justified cases, record communication or perform its random control.
7. In the event that the User's actions violate the provisions of the Regulations, Refspace may admonish the User or issue a warning.
8. Providing the User with a reminder and warning does not directly result in suspension of the Account or limitation of access. It is only information that in the event of further violation by the User of the provisions of the Regulations, Refspace may suspend the Account.
9. Refspace will notify the User about suspension of the Account or limitation of access to certain services via e-mail and application, at the same time indicating the reasons for suspension or limitation of access to the Account. The user has the right to appeal.
10. The User bears full responsibility for his actions and omissions related to the use of Refspace, in particular, he may be liable for damages towards Refspace or other Users.
11. In the event of suspension of the Account, the User has only access to the Account and access to the functions that allow to settle payments to Refspace and finalize contracts concluded before the suspension of the Account, but cannot use any other services provided by Refspace. Offers posted under a suspended Account are deleted.
12. Refspace has access to the following categories of User data: offer data; the Buyer's identification data; transaction data - including payment methods, delivery address, delivery method. Refspace reserves the right to inspect the communication between the Buyer and the Seller and other Users of the application.
13. Not all data of other Users is visible to everyone, some of the data is available only to Refspace.
14. The user has access to data on the activities performed by him: sales, turnover value, completed orders, canceled orders.

XI. Termination of the contract with Refspace

1. The provision of services under Refspace is indefinite, subject to the provisions set out below.
2. Within 14 days of concluding the agreement with Refspace, the User may withdraw from it without giving any reason. The rules for withdrawing from the contract, including the template of the withdrawal form, are attached as Appendix 2 to the Regulations. The right to withdraw from the contract is not granted to the Seller who has offered the Goods or has receivables towards Refspace
3. In the event of repeated violations of the Regulations by the User, the agreement may be terminated by Refspace with a ten-day notice period.

4. If the agreement has been terminated on the basis of Refspace's decision, described in point 3 above, the User is not entitled to re-register an Account within Refspace, without the prior consent of Refspace.

XII. Final Provisions

1. Privacy and Confidentiality.

- a. Personal data provided by Users in places intended for this purpose is processed by Refspace in accordance with applicable law and in accordance with the privacy policy.
- b. Personal data of other Users are disclosed to Users only in the cases provided for in the Regulations for purposes related to the conduct of transactions and in other cases, with the prior consent of the data subject.
- c. The User is obliged not to disclose to third parties information about other Users that he has received from Refspace in connection with the use of Refspace, unless he has obtained prior consent from the User to whom the data pertains. In particular, it is forbidden to use the information in question for commercial purposes consisting in particular in promoting the User's activity outside Refspace in any form.
- d. Refspace reserves the right to filter and stop messages sent by Users as part of the tools made available in Refspace, in particular if they are spam, contain content that violates these Regulations or otherwise threaten the safety of Users or violate their personal rights.
- e. Completed offers can be published in the Refspace archive. Refspace does not guarantee full and comprehensive disclosure of information about completed offers.

2. Amendments to the Regulations

- a. Refspace Ltd may amend the Terms and Conditions in the following cases:
 - i. changes in the law, decisions or guidelines of state authorities or court decisions that have a direct impact on the rights and obligations of the User or Refspace Ltd;
 - ii. price list changes;
 - iii. changes in the operation or architecture of Refspace's ICT systems, in particular changes in the functionality or scope of service provision;
 - iv. due to data security reasons and to prevent abuse or violation of rights or the legitimate interest of Refspace Ltd;
 - v. editorial changes aimed at better understanding of the content of the Regulations.
- b. The change becomes effective on the date indicated by Refspace Ltd, which may be shorter than 15 days from the moment of making the amended content of the Regulations available on Refspace. Refspace Ltd is not obliged to keep the above-mentioned minimum period if the change is of a technical, organizational or editorial nature and does not affect the increase or change in the manner of performing duties or the decrease or change in the exercise of the User's rights.
- c. Refspace Ltd will provide the User with the amended Regulations by e-mail to the e-mail address provided by them during registration.
- d. Refspace Ltd may provide additional services under separate Regulations.

3. Complaints

- a. You may contact Refspace regarding an application under these Terms and Conditions electronically to Refspace's contact email address.
- b. Refspace may contact the User in any form, i.e. in writing, by telephone.
- c. In a situation where, in the User's opinion, the services provided under the Regulations are not provided by Refspace or are provided contrary to the provisions of the Regulations, they may file a complaint, the procedure of which is described below.
- d. The complaint is submitted in electronic form. The complaint should contain at least the User's name used in Refspace (login), a description of the reservations, exhaustive all the circumstances of the case and a proposal for how to resolve the complaint.
- e. Refspace recognizes the complaint within 14 days from the date of its receipt. In the event that the complaint contains deficiencies that prevent its resolution, Refspace will ask the complainant to supplement it to the extent necessary, and the period of 14 days runs from the date of delivery of the supplemented complaint.
- f. The response to the complaint is sent to the e-mail address assigned to the User's Account. In particularly justified cases, Refspace may send a reply in writing to the address indicated in the complaint.
- g. You have the right to appeal the decision made by Refspace as part of your complaint (Appeal).

4. Technical breaks and failures

- a. Refspace reserves the right to technical breaks aimed at improving the quality of services provided or repairing failures that may occur in the IT system.
- b. Technical breaks may take place at any time, however, Refspace will make every effort to ensure that they take place at night, i.e. after 24:00, so that they are the least burdensome for the Users of the application.
- c. Technical breaks do not affect the course of offers.
- d. The Refspace application will inform about technical breaks in advance, unless the technical break results from an unforeseeable situation and the safety of Refspace Users requires it.

Appendix No. 1: Prohibited Goods

1. The following items cannot be sold on the Refspace website:
 - a. violating the law in any way, including blatant pornographic content, promoting violence, discrimination or inciting to spread hatred due to national, racial, religious, ethnic differences or due to non-denominationalism,
 - b. infringing the personal rights of third parties,
 - c. non-original items, i.e. counterfeits,
 - d. military and police uniforms, as well as badges and other related accessories,
 - e. infringing copyright or intellectual property rights,
 - f. medicinal products, psychotropic substances, narcotics, marijuana seeds,
 - g. explosives and pyrotechnics and dangerous chemical substances,
 - h. animals, plants, fungi or micro-organisms (including any parts, gametes, seeds, eggs or diaspores thereof, as well as hybrids, varieties or breeds capable of

surviving and reproducing) included in the current list of invasive alien species of Union concern adopted by the on the basis of the Regulation of the European Parliament and of the EU Council No. 1143/2014 of October 22, 2014 on preventive and remedial actions with regard to the introduction and spread of invasive alien species or in the Regulation of the Minister of the Environment of September 9, 2011 on the list of plants and animals of alien species which, if released into the natural environment, may threaten native species or natural habitats,

- i. software and databases,
2. The list of prohibited items is not exhaustive and should be treated as a catalogue of guidelines. Refspace reserves the right to modify it, including adding or removing items from the indicated list.

Appendix No. 2: INSTRUCTION ON THE RIGHT OF WITHDRAWAL FROM THE AGREEMENT CONCLUDED AT A DISTANCE WITH Refspace Ltd, as part of the Refspace website.

The User may withdraw from the contract within 14 days from the date of concluding the agreement for maintaining an Account within Refspace (account registration) without giving any reason.

To exercise the right to withdraw from the contract, it is enough for the User to submit a statement of withdrawal from the contract to Refspace Ltd before the deadline indicated above. A declaration of withdrawal may be submitted by sending it to Refspace Ltd by e-mail (to the e-mail address) or by traditional mail. For your convenience, a template for such a declaration is provided below.

The User's right to withdraw also applies to a natural person concluding a contract directly related to his business activity, when the content of this contract shows that it is not of a professional nature for that person, resulting in particular from the subject of his business activity.

Sample statement of withdrawal from the contract with Refspace

Name, surname or name (company): _____ e-mail address: _____

I declare that I withdraw from the contract for the provision of electronic services in the scope of keeping the Account [name of account]: _____ within Refspace, concluded on [date of registering the Account] _____, due to failure to use the services within 14 days from the date of registration.

[date signature]