

## TERMS AND CONDITIONS OF THE PICKPACK WEBSITE

### 1. Definitions

1.1 Terms capitalized in these Terms and Conditions which have not been defined in the remaining provisions of the Terms and Conditions shall have the following meaning:

<b>Website</b>	the website maintained by the Administrator at <a href="http://www.pickpack.com">www.pickpack.com</a> ;
<b>User</b>	natural person or legal person who shall use the Website in compliance with the Terms and Conditions, regardless of whether such person is registered;
<b>User Account</b>	part of the Website made available to a registered User which contains information on Users and the Contracts concluded. Setting up an Account requires Registration. Access to an Account always requires submission of the login and password;
<b>Context</b>	scope of rights assigned to an Account of a given User;
<b>Group</b>	set of Accounts grouped within a single Account complex by the owner of a specific Context, with various privileges granted by the Context's owner and managed within the same entity;
<b>Registration</b>	obtaining access to an individual account on the Website;
<b>Contents</b>	all contents, including information, opinions, pictures or links to websites published on the Website by a User;
<b>Dispatch</b>	courier dispatch sent as an express dispatch in the meaning of § 2 letter o) of the Act no. 29/2000 Sb. On postal services or goods transported by the Administrator as a dispatch in the meaning of § 2555 item 1 of the Act no 89/2012, Civil code, to whose transport the Administrator shall be obliged under a Contract and on the terms set out in the Transport Terms and Conditions;
<b>Transport</b>	single performance of a postal service or consignment of goods by national road freight transport in relation to a submitted Dispatch, consisting in the transport of a movable thing between places indicated by the User sending the parcel, concluded with delivery to the addressee;
<b>Terms and Conditions</b>	these Terms and Conditions;
<b>Transport Terms and Conditions</b>	document setting out the terms and conditions of the provision of Transport by the Administrator, available at: <a href="https://pickpack.com/en/terms">https://pickpack.com/en/terms</a> ;

<b>Contract</b>	single contract for the provision of Transport – postal service or consignment of goods by national road freight transport, concluded between the Administrator and a User; the Contract type shall be defined by parameters of the Dispatch sent;
<b>Order</b>	a single order by a Transport Customer made through the Website and confirmed by the Service Provider;

## 2. General Provisions

- 2.1 These Terms and Conditions set out the terms, scope and conditions of use of the “PickPack” Website, enabling organization of Transport, in particular the technical terms and conditions of providing services by electronic means and the complaint procedure.
- 2.2 The owner and administrator of the Website is PickPack Spółka Akcyjna seated in Warsaw, ul. Optymistów 2A, 04 – 965 Warszawa, entered in the register of entrepreneurs 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 the number KRS 0000695599, TIN (NIP): 9522168281, REGON: 368322678, with a nominal capital of PLN 100,000.00 (paid up in full), hereinafter referred to as the “**Administrator.**”
- 2.3 The copyrights to the Website are entirely vested in the Administrator.
- 2.4 The Website is maintained in the Czech Republic via the website <http://www.pickpack.cz>, available 24 hours a day. Participation on the Website is voluntary.
- 2.5 The Administrator shall be obliged to maintain User Accounts and record transaction history for each User, and to make available a tool for payment through the Website.
- 2.6 The Administrator’s liability for the due performance of Transport shall be governed by the Transport Terms and Conditions.
- 2.7 The Administrator shall endeavour to ensure to Users an undisturbed access to the Website 24 hours a day, 365 days a year.
- 2.8 The Administrator reserves the possibility to introduce technical interruptions in the Website’s operation.
- 2.9 The use of the Website shall imply consent to the terms set out in these Terms and Conditions. Each User shall be obliged to follow the provisions of the Terms and Conditions from the onset of his endeavours to use the services offered by the Website, with special emphasis on the start of data transmission.

## 3. The terms of use of the services provided through the Website. Registration of User Account

- 3.1 To use the Website, it is required to have terminal equipment with access to the Internet, an installed Internet browser whose settings permit access to the Website as well as acceptance and use of cookies and operation of the JavaScript application.
- 3.2 The start of use of the services offered by the Website shall be subject to correct registration on the Website as User by submission of one's personal data (first name, surname, email address) and setting a password to the User Account.
- 3.3 Registration shall be subject to the expression of consent to the provisions of these Terms and Conditions and to the processing by the Administrator of personal data other than necessary for proper performance of the contract for the provision of electronic services. Registration on the Website is voluntary.
- 3.4 A User may hold only one User Account. As a part of the User Account, a User may make available to the Administrator, apart from the data indicated in Art. 3.2, other details defined as optional by the Administrator.
- 3.5 Registration of a User and setting up a User Account are effected upon confirmation of the data included in the registration form as displayed after clicking on the link sent to the email address provided by the User and selecting the checkbox "Activate the account." From that time on, the User Account is active.
- 3.6 A User shall be obliged to provide true and non-misleading information during the registration and use of the Website. It shall be strictly forbidden for a User to submit unlawful Contents.
- 3.7 Upon a User's Registration, a contract is concluded between the Administrator and the User for the provision of services by electronic means.
- 3.8 The Administrator shall have the right to verify accuracy of the data submitted during Registration, and where their inaccuracy is detected, the Administrator may demand their updating by sending an appropriate request to the User's email address. If the User fails to update the data within 3 days, the Administrator shall have the right to block or remove the User Account.
- 3.9 The Administrator shall make available to Users the following Contexts: private, business (including group one). Contexts are assigned by the Administrator or upon invitation from a User having privileges in a specific Context. A User shall have the possibility to independently add a business (group) Context to the Account. A User may freely switch between the currently active Contexts in the User Account.
- 3.10 A User Account shall by default be set up in the private Context, which enables the use of services provided through the Website as consumer. The private Context shall be the basic Context available to all Users without any additional requirements and shall form the standard scope of rights granted upon Registration.

- 3.11 In the User Account, each User may add a business Context by entering his business name, Tax Identification Number, telephone number, email address and domicile. Upon successful addition of the business Context, a User is granted the role of owner within that Context, which entitles him to full management of the business Context.
- 3.12 Each User may hold only one private Context and an infinite number of business Contexts. Assignment of new Contexts to a User shall not affect the previously assigned Contexts, unless the User or Context manager take steps to disconnect a given Context (including by disconnection of a given User from the Context by another User). As long as a given person remains a User on the Website, at least the private Context is available for his Account.
- 3.13 In a business (group) Context, except the functionality of the private Context, a User gains the possibility to place orders as a part of and in connection with his business activity or on behalf of a legal person which he represents, to establish and manage a Group of collaborators or other persons grouped by the User according to his own criteria (e.g. family), by connecting other User Accounts to such Context or inviting new persons to Registration by submission of their email address or telephone number. All accounts connected to the business (group) Context shall also gain the business (group) Context as a part of the entity in which they are grouped, in the roles determined by the Group owner.
- 3.14 Group Members enjoying such privilege, as a part of the role assigned to them, shall have the possibility to assign to the newly added Accounts the scopes of rights (roles) provided on the Website. Specific roles differ in terms of the scope of rights within a given Group. The scope of rights relating to a role is determined by the Group owner in the Account on the business (group) Context tab.
- 3.15 Group Members enjoying such privilege as a part of the role assigned, have the possibility to view all Orders made by members of their Group (both active and historical).
- 3.16 The scope of rights of a Group Member follows from the role assigned to him. A Group Member uses the functionality of a private and business Context, and may establish his own Groups in the private Context.
- 3.17 The terms and conditions of concluding Contracts, including Order placement and provision of Transport shall be specified in the Transport Terms and Conditions.

#### **4. Complaints about the operation of the Website**

- 4.1 Users may report irregularities relating to the Website's operation in writing to the Administrator's address or by email to the address: [problem@pickpack.com](mailto:problem@pickpack.com).
- 4.2 A User shall have the right to lodge complaint within 14 days of the date of the irregularity in the operation of the Website.

- 4.3 Such complaint shall be processed within 30 days of the date of its delivery to the Administrator.
- 4.4 In the complaint, a User must indicate at least his full name, email address or address for correspondence, the type of irregularity in the operation of the Website and its date. Any complaints which do not contain the above data shall be left unprocessed by the Administrator.
- 4.5 The Administrator shall promptly notify the User of the outcome of the complaint.
- 4.6 The User who is consumer may request the authorized authority for extrajudicial consumer dispute resolution pursuant to Act no. 634/1992 Sb. on consumers protection (subsequently amended).
- 4.7 The Czech Telecommunication Office is competent to recognise the consumer disputes between the Administrator and the consumer resulting from the agreements on provision of the telecommunications services. The internet site of the authorized body: ctu.cz. The more specific information on the extrajudicial dispute resolution you can find on the site: <http://www.ctu.cz/ochrana-spotrebitele>, the respective forms: <http://www.ctu.cz/formulare>.

## **5. Other provisions**

- 5.1 It shall be prohibited to submit unlawful Contents. In case of receipt of official notification or credible information about an unlawful nature of such Contents or any related activity, the Administrator shall be entitled to promptly prevent access to such Contents. In such situation, the Administrator shall not be liable to the User for any damage resulting from the prevention of access to the Contents if the Administrator promptly notified the User about the implementation of the access prevention procedure. The obligation of prompt notification does not relate to data about whose unlawfulness the Administrator learnt from an official notification
- 5.2 Removal of a User Account or disconnection of the Context assigned to such Account shall be possible at the User's express request sent to the Administrator to the email address: [problem@pickpack.com](mailto:problem@pickpack.com).
- 5.3 Removal of a User Account shall be understood as dissolution of the contract for the provision of services by electronic means concluded with the Administrator. Disconnection of a Context amounts to partial termination of the contract for the provision of services by electronic means concluded by the User with the Administrator with respect to the disconnected Context.
- 5.4 All materials, including graphic elements, arrangement and composition of those elements (layout) as available on the web pages of the Website shall be subject to exclusive copyrights of the Administrator or Website Users. The above elements shall be subject to economic copyrights, industrial property rights, including trademark registration rights and database rights and as such are subject to statutory legal protection.

5.5 Downloading or use, to any extent, of the materials available on the Website shall require each time consent from the Administrator and may not violate the provisions of the Website Terms and Conditions or generally applicable law, and may not violate the interests of the Administrator or Users of the Website. It shall be forbidden to aggregate or process data or other information available on the Website in any way whatsoever with the intention to share them further with third parties on other Internet websites or outside the Internet. It shall also be forbidden to use any markings of the Website, including characteristic graphic elements, on one's own service-related Websites.

## **6. Protection of Users' personal data.**

6.1 Personal data collected from Users by the Administrator shall be processed according to applicable legislation and to the extent of the consent to their processing expressed by Users in the process of Registration on the Website.

6.2 The personal data controller shall be Pickpack S.A. seated in Warsaw.

6.3 Each User shall have the right of access to his personal data and their rectification and removal (right to be forgotten), as well as the right to request data transfer. A User may also lodge an objection to the processing of the data or prohibit direct marketing when the Administrator intends to process the data for marketing purposes or as a result of the data's transfer to another data controller. Submission of data is voluntary and makes a condition of the Website's use.

## **7. Final provisions**

7.1 The Administrator reserves the right to introduce amendments to these Terms and Conditions. Any amendments to the Terms and Conditions shall apply subject to their publication on the Website with a fourteen-day transitional period. Any modification to the Terms and Conditions shall be notified to Users by email.

7.2 A user may express his objection to the amended provisions of the Terms and Conditions. An objection may be submitted by electronic mail to the Administrator's email address: [admin@pickpack.pl](mailto:admin@pickpack.pl). An effective objection shall result in dissolution of the Contract between the User and the Administrator and removal of the User's Account from the Website. Upon expiry of 14 days from the notification of the amendment to the Terms and Conditions, it shall be presumed that the User accepts the amended provisions. The previous provisions shall apply to Orders placed before the entry into force of new Terms and Conditions.

7.3 These Terms and Conditions shall enter into force on 07.03.2019.