

RULES AND REGULATIONS OF THE SHOWROOM SITE

1. DEFINITIONS AND CONSTRUCTION

- 1.1. Capitalised terms in these Rules and Regulations shall have the following meaning, unless it pursues otherwise from the wording thereof:

ENTITIES

- 1.1.1. **“Administrator”** shall mean the company SHOWROOM Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, at ul. Hoża 51, 00-681 Warszawa, NIP 521-362-88-19, entered into the Register of Enterprises kept by the District Court for the Capital City of Warsaw at number KRS 0000421178.
- 1.1.2. **“User”** shall mean a person who has set up an Account on the Site who has concluded a User Service Agreement;
- 1.1.3. **“Seller”** shall mean a person offering Products for sale on the Site who concludes Sales Agreements with Users;
- 1.1.4. **“Buyer”** shall mean a User concluding a Sales Agreement with a Seller;

SERVICE

- 1.1.5. **“Site”** shall mean the Administrator's online portal consisting in, among others, the www.shwrm.com website, which can comprise other Sales Channels as well, via which Users can set up User Accounts and conclude Sales Agreements with Sellers;
- 1.1.6. **“Product”** shall mean goods or services from categories such as fashion, design, art, or other categories expressly approved by the Administrator, presented by the Seller on the Site;
- 1.1.7. **“Sales Channel”** shall mean an element of the Site designated by the Administrator where the Products are presented; the Sales Channels include, in particular, websites and mobile applications: showroom.pl, kids.showroom.pl, showroom.de;
- 1.1.8. **“User's Panel”** shall mean an element of the Site dedicated to the individual User permitting, in particular, the conclusion of Sales Agreements as the Buyer;
- 1.1.9. **“User Service Agreement”** shall mean an agreement concluded with the observance of the Rules and Regulations of the Site by and between the User and Administrator, the subject matter of which shall be the rules governing the use of the Site by the User;
- 1.1.10. **“Sales Agreement”** shall mean an agreement concluded via the Site by and between the Seller and another User worded as per Appendix No. 1 to the Rules and Regulations of the Site;

SALES AGREEMENT

- 1.1.11. **“Total Price”** shall mean the total price of the Product gross (i.e. inclusive of the VAT tax due), indicated by the Seller in the Sales Channel;
- 1.1.12. **“Shipping Costs”** shall mean the costs of sending the Product to the Buyer as per the delivery option selected in the Sales Agreement;

- 1.1.13. **“Gift Card”** shall mean a voucher to be used by its bearer containing a combination of digits, letters or other symbols, with a nominal value indicated thereon, with a given expiry date that can be used to remit the entire Total Price or part thereof with the observance of the Rules and Regulations of Gift Cards and Discount Codes;
- 1.1.14. **“Discount Code”** shall mean a combination of digits, letters or other symbols which if entered in the dedicated space on the Site shall result in the granting of a discount on the terms and conditions set out in the Rules and Regulations of Gift Cards and Discount Codes;
- 1.1.15. **“Buyer”** shall mean a User who undertakes actions aimed at concluding a Sales Agreement or who concluded a Sales Agreement as the party purchasing the Product;
- 1.1.16. **“Order”** shall mean a statement of will to conclude a Sales Agreement made by the User in the manner provided for in Section 1 of Appendix No. 1 to the Rules and Regulations of the Site;

OTHERS

- 1.1.17. **“Rules and Regulations of Gift Cards and Discount Codes”** shall mean Appendix No. 2 to the Rules and Regulations of the Site containing the rules governing the use of Gift Cards and Discount Codes by Users;
- 1.1.18. **“Rules and Regulations of the Site”** shall mean these Rules and Regulations together with appendices;
- 1.1.19. **“AOPSBEM”** shall mean the Act of 18 July 2002 on the provision of services by electronic means.
- 1.2. Any and all references to Sections of the Rules and Regulations of the Site shall be deemed to be a reference to a Section and all its subsections, unless it pursues otherwise from the wording of the Rules and Regulations of the Site.
- 1.3. Whenever in the Rules and Regulations of the Site the expression “including, in particular” or “including also” or another expression of equivalent meaning is used, it shall mean that the enumeration that follows the expression is only of exemplary nature.
- 1.4. Whenever in the Rules and Regulations of the Site the expression “third-party rights” is used this shall be construed to mean any rights, regardless of their source (i.e. irrespective of whether they pursue from an act, an agreement, a court ruling or an administrative decision), as well as, irrespective of the legal order in which they were created, including, in particular, rights such as copyright, protection rights to trademarks, protection rights to industrial designs, personal rights or property rights vested in any entity other than the entity named as the party requested to act in a way that does not infringe on third-party rights.
- 1.5. Whenever in the Rules and Regulations of the Site the Administrator's bank account is mentioned, it shall be construed to be the bank account displayed on the Site at the moment of use thereof specified in the Rules and Regulations of the Site; in the event no such bank account number is displayed, it shall be assumed that the relevant bank account shall be the bank account number 07 2490 0005 0000 4600 6324 1875.

- 1.6. Any references to mandatory legal acts in Poland shall be construed to be references to the most recent wording of such acts.

2. GENERAL INFORMATION

- 2.1. The Administrator shall enable Users to access the User Account and use it with the observance of the Rules and Regulations of the Site.
- 2.2. The Administrator shall be the Service Provider of the service referred to in Section 2.1 within the meaning of the AOPSBEM.
- 2.3. To set up and use the User's Panel it is necessary to have access to the following facilities: an Internet connection, a web browser permitting loading and browsing websites on the screen of a computer or another electronic device, as well as an e-mail account.
- 2.4. All rights to the Site and its individual elements shall be vested in the Administrator or third parties whose materials are lawfully made available by the Administrator as part of the service it renders. Users shall not infringe on any rights of the Administrator or third parties referred to in this Section 2.4.
- 2.5. It is prohibited to use the Site or any elements thereof in an unlawful manner, in a manner that contradicts good practices or such that infringes on the rights of third parties. It is also prohibited to copy, modify, multiply and disseminate the Site in any form nor any elements of its contents save for cases where such is permitted by law. Information on the possibility of obtaining a license for the use of specific materials made available via the Site can be obtained at the e-mail address: contact@shwrm.com.
- 2.6. Links, materials and presentations containing references to third-party websites may also be published on the Site. Use of such websites (and in particular of the products and services offered via such websites) does not constitute an element of the service rendered by the Administrator and the rules and regulations of such use are specified by the relevant third parties. The Administrator shall not be liable for the terms and conditions and the consequences of use of such websites nor for their contents, unless otherwise stipulated in the mandatory provisions of law.

3. CONCLUSION OF A USER SERVICE AGREEMENT

- 3.1. The User Service Agreement may be concluded by and between the Administrator and an individual vested with full capacity to perform act in law, a legal person or an organisational unit without legal personality that is vested with legal personality under an act. Individuals not vested with full capacity to perform acts in law, shall be entitled to conclude User Service Agreements to such extent as permitted under the applicable provisions of law.
- 3.2. A User Service Agreement shall be concluded upon sending to the Administrator the registration form available on the Site. The registration form can only be submitted to the Administrator once all of the boxes marked as mandatory have been filled in and the wording of the Rules and Regulations of the Site has been accepted. The registration form is submitted by clicking the applicable button displayed in the registration form.

- 3.3. The provision of data entered in the registration form is voluntary, however, the refusal to enter the data marked as mandatory shall make the conclusion of the User Service Agreement impossible.
- 3.4. By concluding the User Service Agreement, the User represents and warrants to the Administrator that all the data given by the User is true.
- 3.5. By concluding the User Service Agreement, the User represents to the Administrator that he or she has become acquainted with the Rules and Regulations of the Site and accepts all of its provisions and that the User shall:
 - 3.5.1. Use the Site in a manner consistent with the law (inclusive of not publishing any content that is illegal on the Site) and the provisions of the Rules and Regulations of the Site and the User shall not infringe on third-party rights or good practices, including, in particular, the User shall use the Site in such manner as not to infringe on the rights of the Administrator subsisting in the Site nor the elements it comprises nor to disrupt the operation of the Site;
 - 3.5.2. Keep secret the password permitting access to his or her Account;
 - 3.5.3. Refrain from publishing in any way any content (including, in particular, text, images and videos) that violate the law, the Rules and Regulations of the Site, third-party rights or good practices (provided there exists the possibility of publishing content on the Site), as well as, any advertising and promotional content.
 - 3.5.4. Properly perform its obligations arising out of the Sales Agreements concluded by the User;
 - 3.5.5. Ensure that the data provided by the User (including, in particular, the e-mail address) is true and in the event any of such data be changed, the User shall communicate such change to the Administrator to have the data updated;
 - 3.5.6. Ensure that all representations made by the User upon conclusion of the User Service Agreement shall be true throughout its entire term;
 - 3.5.7. Conclude and perform Sales Agreements in line with the operative law, the provisions of the Rules and Regulations of the Site and good practices, without infringing on third-party rights;
 - 3.5.8. Communicate in a truthful manner information pertaining to the performance of the Sales Agreement (including, in particular, as regards the delivery of the Product) whenever the Rules and Regulations of the Site envisage for the communication of such information or the Administrator addresses the User with such a question;
- 3.6. The Administrator shall be entitled to send to the User, to the e-mail addresses given by the him or her, e-mail messages connected with the User Service Agreement concluded with the User or the Sales Agreements concluded by the same.
- 3.7. The Administrator informs the User, and the User acknowledges via becoming acquainted with the Rules and Regulations of the Site that:
 - 3.7.1. The procedure of conclusion of a User Service Agreement consists in the activities listed in the Rules and Regulations of the Site, including, in particular, such actions as referred to in Section 3;

- 3.7.2. The confirmation of registration of the User shall be conducive to the conclusion of the User Service Agreement;
- 3.7.3. The wording of the User Service Agreement shall be recorded on the servers on which the Site operates;
- 3.7.4. The User shall have access to the wording of the User Service Agreement via the Site – upon conclusion, the User ought to download it and record the wording of the Rules and Regulations of the Site as made available by the Administrator as a file in the .pdf format;
- 3.7.5. In the event the User finds that upon conclusion of the User Service Agreement, he or she had entered untrue or incorrect data, the User ought to immediately correct the data in the User's Account or, where this is not possible for any reason whatsoever, to notify the Administrator about the fact where the Administrator shall in such case make the correction itself unless it finds that there are doubts that need to be clarified (in such case the data shall be corrected once any doubts have been clarified);
- 3.7.6. The User Service Agreement may be concluded in the language in which the Rules and Regulations of the Site accepted by the User were drawn up.
- 3.8. The User Service Agreement concluded with a User who granted a relevant power of attorney may also be concluded via the attorney who is the Seller in situations described in the Rules and Regulations of the SHWRM Platform.

4. USER SERVICE AGREEMENT

4.1. Subject matter of the agreement

Pursuant to the User Service Agreement, the Administrator makes available to the User access to the User Account, via which the User may conclude Sales Agreements with the observance of the Rules and Regulations of the Site.

4.2. Use of the Site

- 4.2.1. The User may, via the User Account, conclude Sales Agreements with Sellers pertaining to the Product or Products selected by the User. The wording of the Sales Agreement constitutes an appendix to the Rules and Regulations of the Site and its conclusion shall take place on the terms and conditions set out in said appendix. The User acknowledges that:
 - 4.2.1.1. The Seller is the other party to the Sales Agreement;
 - 4.2.1.2. The Administrator is not a party to the Sales Agreement;
 - 4.2.1.3. The Administrator shall be entitled to act as an attorney appointed by the Seller in certain matters pertaining to the Sales Agreement.
- 4.2.2. In the event in connection with the Sales Agreement (including, in particular, in connection with the withdrawal from the same or exercising the rights pursuing from Product defects), the User receives a refund of any amount from the Seller, the User shall notify the Administrator of the fact without delay (in view of the fact that the Administrator may, in cooperation with the Seller, participate in the process of effecting settlements). In the event the User receives a refund of any amount under the same claim from both the Seller and the Administrator, or in the event the amount he or she

received from the Administrator is in excess of the amount due to the User, the same shall be required to return the surplus amount in excess of the amount due in favour of the Administrator over the amount received from the Administrator.

- 4.2.3. The User Account makes it possible to conclude Sales Agreements as part of the individual Sales Channels with the reservation that certain Sales Channels may require registration and the setting up of a separate account; in such cases the User Account shall not offer the option to conclude a Sales Agreement via such Sales Channel. The Administrator shall be entitled to add new, as well as modify and delete existing Sales Channels; such actions on the part of the Administrator shall not constitute an amendment of the Rules and Regulations of the Site unless such amendments would affect the rights and obligations of Users (in such cases the Administrator shall apply the procedure laid out in Section 7 or prior to the use of the Sales Channel the Administrator shall produce the rules and regulations of such Sales Channel to the User for acceptance).
- 4.2.4. The User may, without purchasing any Product at the same time, purchase a Gift Card issued by the Administrator. In such case the provisions of the Rules and Regulations of the Site pertaining to the Sales Agreement shall apply to the agreement by and between the User and Administrator to the extent in which it pertains to such Gift Card. The detailed rules regulating the purchase and use of Gift Cards and Discount Codes are contained in the Rules and Regulations of Gift Cards and Discount Codes.
- 4.2.5. In the event the Administrator effects a refund of any amounts paid by the User in connection with the Sales Agreement, the payments shall be remitted to the User's bank account from which the payments were made, unless the User communicates to the Administrator the number of another bank account to which the payments are to be remitted.
- 4.2.6. Breaks to the operation of the Site caused by technical failure or modernising works can occur. The Administrator will make endeavours for the breaks in the operations to be as short as possible.

4.3. Liability

- 4.3.1. The Administrator shall be entitled, but shall have no obligation to implement modifications to the operation of the Site, including, in particular, to enable the use of additional functions. Amendments and supplements to the Rules and Regulations of the Site as regards this issue shall be effected in line with the procedure described in Section 7.
- 4.3.2. To the broadest extent possible in which it does not stand in contradiction with mandatory provisions of law, in connection with the fact that the User Service Agreement is not subject to a fee, the liability of the Administrator for the lack of possibility of the conclusion or performance of the Sales Agreement and for lost benefits by the User shall be excluded, unless the loss was caused by intentional fault or gross negligence on the part of the Administrator or a personal injury has occurred.
- 4.3.3. The Administrator is not a party to the Sales Agreement and therefore it shall not be liable towards the User for losses connected with the conclusion or improper performance of the Sales Agreement by either party to the Sales Agreement.

4.3.4. The User shall assume full liability towards the Administrator for losses arising out of or connected with the User's violation of the provisions of law, the Rules and Regulations of the Site, good practices or third-party rights, including, in particular, losses resulting from the untruthfulness, inaccuracy or incompleteness of any representations and warranties of the User. In the event in connection with the circumstances referred to in the preceding sentence the Administrator shall be required to remit any amounts in favour of any third party (including also the Seller), or any penalty is imposed on the same, the User shall be required to reimburse the Administrator for the relevant amount, which does not preclude the Administrator's right to claim compensation as regards the remainder scope.

5. TERMINATION OF A USER SERVICE AGREEMENT

- 5.1. The User Service Agreement can be terminated by either party without giving reason with the observance of a 7-day notice period.
- 5.2. In the event the User violates the provisions of law, the Rules and Regulations of the Site, third-party rights and good practices or in the event it turns out that any of the representations of the User was untrue and misleading, the Administrator shall be entitled to terminate the User Service Agreement with immediate effect.
- 5.3. In the event of the Administrator's violation of the Rules and Regulations of the Site, third-party rights or good practices, the User shall be entitled to terminate the User Service Agreement with immediate effect.
- 5.4. The termination of the User Service Agreement shall have no effect on the Sales Agreements concluded and the settlements between the parties pursuing therefrom.
- 5.5. A statement on termination by notice of the User Service Agreement or its termination ought to be sent to the other party in writing or via electronic mail to the following contact details, or otherwise it shall be null and void:
- 5.5.1. For the Administrator – to the address: contact@shwrm.com, and in the event of a written statement to the Administrator's address indicated in Section 1.1.1.;
- 5.5.2. For the User – to the e-mail or post address indicated by the User upon conclusion of the User Service Agreement.

6. COMPLAINTS PROCEDURE

- 6.1. Any complaints pertaining to the operation of the Site ought to be communicated to the following e-mail address: contact@shwrm.com or in writing to the Administrator's address and the notification ought to contain the following information: particulars of the entity filing the complaint – first and last name, the subject matter of the complaint, address, e-mail address, alternatively registration data (in the case of entrepreneurs) along with a description of the reservations concerning the Site.
- 6.2. Complaints shall be handled within 10 days from the date of receipt thereof. A reply to a complaint (in writing or via e-mail) shall be sent to the address or e-mail address of the person filing the complaint indicated in the complaint.

- 6.3. Any questions and comments pertaining to the operation of the Site ought to be communicated to the Administrator to the following e-mail address: contact@shwrm.com.
- 6.4. All complaints pertaining to the Sales Agreements shall be settled between the Seller and the Buyer with a copy to the Administrator's e-mail address contact@shwrm.com. Failure to send such a complaint to the Administrator shall have no effect on its effectiveness.

7. AMENDMENTS

- 7.1. In the event amendments are introduced to the Rules and Regulations of the Site, the Administrator shall notify the Users thereof via an e-mail message about the amendment of the Rules and Regulations of the Site. The User shall be entitled to terminate the User Service Agreement with immediate effect within 14 days from the date of receipt of such notice (where Section 6 applies). In the event the User does not avail himself or herself of this opportunity, it shall mean that the User has accepted the Rules and Regulations of the Site in its amended wording upon the lapse of the 14-day period referred to in the preceding sentence.
- 7.2. An amendment to the Rules and Regulations of the Site may also be effected in such a way that in the course of logging in to the Account, the User shall be given the option to get acquainted with and accept the new wording of the Rules and Regulations of the Site. In the event in such case the User does not accept the amendment to the Rules and Regulations of the Site, the User Service Agreement shall be terminated upon the lapse of 14 calendar days from the date of the refusal to accept the amendment to the Rules and Regulations of the Site (in which case the provisions of Section 6 shall apply), unless the User accepts the amendment to the Rules and Regulations of the Site within this time-limit. In the event of refusal to accept the amendment to the Rules and Regulations of the Site, the User shall not be entitled to conclude Sales Agreements. An amendment to the Rules and Regulations of the Site effected pursuant to this Section 7.2 shall apply to the User as from the time he or she accepts the new wording of the Rules and Regulations of the Site.
- 7.3. To Sales Agreements concluded prior to the entry into force of the new wording of the Rules and Regulations of the Site, the provisions of the Rules and Regulations of the Site worded as before the amendment came into force shall apply, unless otherwise stipulated by the mandatory provisions of law.
- 7.4. Any change of the Administrator's data (including, in particular, its contact details) shall not impose on the Administrator the obligation to apply the procedure described in this Section 7; however, the Administrator shall be required to notify Users of such change; correspondence and representations addressed to the Administrator's outdated data shall be deemed properly delivered within the period of 14 days from the date a User is sent such a notification.

8. FINAL PROVISIONS

- 8.1. These Rules and Regulations of the Site take effect on 1.06.2016.
- 8.2. Whenever in the Rules and Regulations of the Site an option or the obligation on the part of the User to contact the Administrator is envisaged, such contact shall take place

with the use of electronic mail (unless it pursues otherwise in the Rules and Regulations of the Site) to the Administrator's e-mail address indicated in the Rules and Regulations of the Site, and in the event no such address is indicated in the dedicated space on the Site, to the following address: contact@shwrm.com.

- 8.3. To matters not regulated in the Rules and Regulations of the Site, the applicable provisions of the Polish law shall apply.
- 8.4. Appendices to the Rules and Regulations of the Site constitute an integral part thereof.