

## Terms and Conditions of the Fast Returns app

### 1. General provisions

- 1.1. The capitalised terms used in the present Terms and Conditions, irrespective of their plurality or singularity, shall be defined as follows:
- a) **Terms and Conditions** – the present Terms & Conditions
  - b) **Fast Returns App or FRA**: a web application belonging to the Service Provider available on the website: <https://panel.szybkiewzroty.pl>, used to handle shipments returned by the User of the Account, including the acceptance of the return instructions submitted by the Addressees, made available to the User free of charge after creating an Account, or creating such Account by the Service Provider's staff on behalf of the User and on their order (including the order to extend its functionality in accordance with the provisions of §5 s. 1 of the Terms and Conditions);
  - c) **Addressee**: the person to whom the User addressed the Shipment as part of the Postal Services, who then sends it back on behalf of the User as part of the "Fast Returns" Postal Service provided to the User by the Service Provider on the basis of separate contracts,
  - d) **Services**: all functionalities of the FRA made available to the User by the Service Provider, and in particular the services described in item 2 of the Terms and Conditions, constituting services provided electronically within the meaning of the provisions of the Act of 18 July 2002 on the provision of electronic services (full text in the Polish Journal of Laws of 2020, item 344, as amended),
  - e) **Postal services**: services within the meaning of the Postal Law (Journal of Laws of 2012, item 1529, as amended), including services related to courier shipments, and transport services related to freight shipments within the meaning of the Transport Law (Journal of Laws 1984 No. 53, item 272, as amended) consisting in accepting, from the Addressees (at the request of the Users) the Shipments returned by them, specified in the relevant Terms and Conditions of Postal Services,
  - f) **Terms and Conditions of Postal Services**: Terms and Conditions of the Service Provider, available at <https://inpost.pl>, specifying the rules and provision method of Postal Services. Whenever the Terms and Conditions refer to the relevant Terms and Conditions of Postal Services, it should be understood as the regulations applicable to the Postal Service selected in the FRA,
  - g) **Account**: a set of permissions made available by the Service Provider to the User following their Account registration in the FRA, individualizing the User and enabling access to the functionalities of the FRA,
  - h) **User**: a natural person with full legal capacity, a legal person, an organizational unit without legal personality, which is granted legal capacity by law, or another entity that has created an Account by registering in the FRA,
  - i) **Service Provider**: InPost Spółka z ograniczoną odpowiedzialnością with its registered office in Kraków at ul. Pana Tadeusza 4, 30-727 Kraków, entered into the Register of Entrepreneurs kept by the District Court for Kraków - Śródmieście in Kraków, 11th Commercial Division of the National Court Register under KRS number: 0000543759, NIP [tax ID]: 6793108059, initial capital: PLN 116 278 450.00,
  - j) **Personal Data**: information entered by the User, and collected by the Service Provider during the registration of the Account in the FRA and in the course of its use, constituting personal data within the meaning of Regulation (EU) 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 (General Data Protection Regulation),
  - k) **Technical Interruption**: temporary shutdown of FRA in its entirety or in part, related to the failure of FRA, the need to maintain servers, modernization or reconstruction of FRA, during which it is not possible to use the Services,
  - l) **Capital Group**: InPost S.A. (Luxembourg joint-stock company, société anonyme) with its registered office in Luxembourg, address: 70, route d'Esch, L-1470 Luxembourg, Grand Duchy of Luxembourg, entered into the Luxembourg Register of Entrepreneurs (RCS) under number B2486669, with tax identification number LU 2020 22 05594, with share capital of EUR 5 000 000, together with its subsidiaries, including the Service Provider,
  - m) **Force Majeure**: an external event that the User and the Service User could not have foreseen and could not have prevented, preventing the use of the exercise of the Terms and Conditions in whole or in part, permanently or for a certain period of time, which the User or the Service Provider could not have prevented with due diligence, and which was not the result of errors or negligence of the User or the Service Provider affected by its occurrence.
- 1.2. The Services offered on the basis of the Terms and Conditions are not subject to the Act of 19 August 2011 on payment services (Journal of Laws No. 199, item 1175, as amended) due to the exclusion contained in art. 6 item 11 of thereof.
- 1.3. The Services offered on the basis of the Terms and Conditions do not constitute Postal Services within the meaning of the Act of 23 November 2012 Postal Law (Journal of Laws of 2012, item 1529, as amended).
- 1.4. All information, requests and questions for which the present Terms and Conditions do not specify any form of communication should be sent via the contact channels indicated at: <https://inpost.pl/kontakt>.

### 2. Subject and Scope of Services

- 2.1. As part of using the FRA, the User may use the following Services:
- a) get acquainted with the options/possibilities of returning parcels received from the Addressees,
  - b) catalogue orders for Postal Services (through a list of consignments returned by the Addressees),
  - c) the ability to track the operational statuses for parcels returned by the Addressees,
  - d) use other Services described in the present Terms and Conditions.
- 2.2. The FRA does not offer or provide services and functionalities consisting in entering, editing or publishing opinions within FRA from Consumers who have purchased a given good or service using the FRA.
- 2.3. FRA is not intended for Addressees (Recipients) performing the activities of returning the Shipment as part of the Postal Service. The above persons may perform these activities through a separate solution available at <https://szybkiewzroty.pl/>.

## 3. Terms of Use of the Fast Returns App

- 3.1. Users who have access to the Internet and meet the conditions set out in the Terms and Conditions have the right to use the FRA.
- 3.2. Before using FRA, the User is required to read the current Terms and Conditions. Starting to use the FRA is tantamount to accepting the Terms and Conditions, of which the User will be notified at the time of registration with the FRA.
- 3.3. Before using the Postal Services, please read the relevant and current Terms and Conditions of Postal Services. Using these services (commissioning them) means accepting the provisions and obligations of these Terms and Conditions.
- 3.4. Users may not, in any way, enter the following contents into the FRA:
  - a) of an unlawful nature,
  - b) constituting malware that interferes with the functioning of FRA (in particular viruses, Trojan horses, scripts and software that changes the FRA network code or destroys the FRA) or intercepts data available in the FRA,
  - c) to which they have no rights.
- 3.5. Except in the cases specified in item 3.4 of the Terms and Conditions, it is also prohibited to use the FRA in a way that interferes with its proper operation.
- 3.6. It is also forbidden to use the FRA to that end, that the User or a third party acting on their behalf (including the Addressee) will provide the Service Provider with a parcel with content prohibited by Polish law and the Terms and Conditions of Postal Services.
- 3.7. In the event of an infringement of item 3.4, item 3.5 or item 3.6 of the Terms and Conditions, the Service Provider reserves the right to delete or block the Account and terminate the contract with the User, while in the event of violations specified in items 3.4 and 3.5, Before deleting and blocking the Account, the Service Provider shall request the User to cease the violations, unless the lack of immediate deletion or blocking of the Account will cause irreparable damage or significant damage to the Service Provider.
- 3.8. If the User discovers loopholes or irregularities in the functioning of the FRA, the User shall immediately report the above to the Service Provider via one of the contact channels available at <https://inpost.pl/kontakt>.

## 4. Technical Requirements and Technical Interruption

- 4.1. The User must meet the following minimum technical requirements to use the FRA:
  - a) Internet connection,
  - b) using a web browser:
    - Chrome - the latest version;
    - MS Edge - the two most recent major versions;
    - Safari – the two most recent major versions;
    - iOS - the two most recent major versions;
    - Android - the two most recent major versions;
    - Firefox - the latest version and releases with extended support
  - c) an electronic device (in particular a PC class computer, tablet or phone of the appropriate class) supporting the tools referred to in letters a and b above.
- 4.2. To the best knowledge of the Service Provider, it is also possible to use the FRA via web browsers other than those listed in item 4.1b of the Terms and Conditions, however, only the browsers listed in this item ensure the proper functioning of FRA.
- 4.3. The use of FRA may also depend on the User's installation of Java engine software, the correct configuration of the web browser, and the acceptance of Cookies. The Service Provider waives any responsibility for issues resulting from the use of software that does not meet the requirements described in the present item 4, in particular for the improper functioning of the FRA caused by this.
- 4.4. The Service Provider shall make every effort to ensure that the FRA is available 24 hours a day, 7 days a week, which does not exclude the Service Provider's right to order a Technical Interruption.
- 4.5. In the event of the need to order a Technical Interruption, the Service Provider will notify the User about the Technical Interruption and its expected duration immediately after the User logs in to the FRA or at the WWW address referring to the FRA. However, if the need to order a Technical Interruption occurred as a result of a sudden failure that lasted less than two (2) hours and completely prevented the use of all Services, the Service Provider shall not provide the above information.

## 5. Registration in the Fast Returns App and creation of an Account

- 5.1. Using the FRA requires registering an account in the Parcel Manager tool. The data used to register such an account are also used to log in to the FRA. However, the use of full functionality of the FRA requires activation by submitting a demand in this matter by the User to the sales representative on the Service Provider's side of the order in this matter, and determining that the User and the Service Provider have concluded a separate contract, the subject of which is the provision of postal Services.
- 5.2. Registration with FRA and maintaining an Account are free of charge.
- 5.3. The user will receive an e-mail confirming the registration to the e-mail address indicated by them in the registration form.
- 5.4. The Service Provider may require Users to submit a copy of the certificate of assignment of the tax identification number or information corresponding to the current excerpt from the Register of Entrepreneurs of the National Court Register in the

- event that the registration of the FRA Account by this User proves impossible, due to existence of an Account with the same TIN or suspicion, that the User used the TIN number of another entity.
- 5.5. Regardless of the request referred to in the preceding item, the Service Provider may, at any time, verify the User's data provided during registration in terms of compliance of the registration with the provisions of the Terms and Conditions.
  - 5.6. The Service Provider reserves the right to delete the User Account also if the User has not logged in to this Account for a continuous period of 12 months. The User will be notified about the deletion of the Account in an e-mail sent to the e-mail address used when registering with FRA.
  - 5.7. As part of the FRA, one can set up an Account only acting as an entrepreneur.
  - 5.8. The User declares that they are entitled to set up or use the Account, in particular that they have authorization or an appropriate power of attorney in this respect. In the above scope, the Service Provider is not responsible for the actions or omissions of the User and persons on whose behalf the User acts. The Service Provider further notifies that in accordance with generally applicable regulations, the one who concluded the contract on behalf of another may be, among other things, obliged to repair the damage suffered by the Service Provider due to the fact that they concluded the contract without knowing about the lack of authorization or about exceeding its scope.

## 6. Personal Data

- 6.1. The Controller of your Personal Data is the Service Provider, i.e. InPost Spółka z ograniczoną odpowiedzialnością with its registered office in Kraków at ul. Pana Tadeusza 4, 30-727 Kraków.
- 6.2. Personal Data is processed in order to implement the Services and functionalities offered in the FRA on the basis of the present Terms and Conditions, for the purposes of handling complaints and – in the event of consent to certain forms of contact indicated in the registration form – for marketing purposes. You have the right to request access to, rectification, erasure, restriction of processing, portability and the right to object to, as well as the right to lodge a complaint with the supervisory authority (PUODO). Detailed information on the processing of Personal Data can be found in our Privacy Policy, at: <https://inpost.pl/polityka-prywatnosci>.

## 7. License

- 7.1. Upon creating an Account with the FRA, the Service Provider grants the User a license to use the FRA in accordance with its intended purpose, which includes the right to copy it only to the extent that this multiplication is necessary to run, operate and store the FRA in the memory of the device used to access the FRA.
- 7.2. The license referred to in the preceding item does not authorize the User to grant further licenses, in addition, the User has no right – in whole or in part - to reproduce (except as specified in the preceding item), distribute, sell or otherwise market or distribute the FRA, including transmitting it or making available on the Internet, computer networks, mobile application distribution systems and any other ICT systems.
- 7.3. The license is non-exclusive.
- 7.4. This license shall expire upon the deletion of the Account.

## 8. Payment for Postal Services

The basis for settlements is a separate contract for the provision of the Postal Service, provided by the Service Provider to the User. The Fast Returns App does not allow you to pay for Postal Services.

## 9. Liability of the Service Provider

- 9.1. In accordance with the Terms and Conditions, the Service Provider is responsible for non-performance or improper performance of the Service, which should be understood in particular as failure to transfer the order for the Postal Service.
- 9.2. A Technical Interruption does not constitute non-performance or improper performance of the Service if it was notified in the manner specified in item 4.5 of the Terms and Conditions. Thus, the Service Provider shall not be held responsible for any damage resulting from the order of the Technical Interruption.
- 9.3. Force Majeure shall not constitute the basis for non-performance or improper performance of the Service, provided that it is proven by the party that it resorting to it.
- 9.4. The Service Provider is not responsible for the consequences of provision of false Personal Data by the User at the time of their Registration.
- 9.5. The Service Provider is not responsible for the consequences of disclosing the password to the User's Account in the FRA or making this Account available to unauthorised persons by the User. It is recommended that the User uses an access password other than on other websites, in particular those related to their activity within the FRA, including auction portals or online stores.

## 10. Complaints

- 10.1. All complaints regarding the operation of FRA and non-performance or improper performance of the Service may be submitted by the User via the form found at: <https://inpost.pl/reklamacja>.

Valid from 15.07.2024.

- 10.2. The complaint should contain the name, surname, e-mail address used to register the User with the FRA, a description of the facts and the justification of the complaint.
- 10.3. The Service Provider shall consider the complaints within 14 (fourteen) days from the date of their receipt.
- 10.4. The User will be notified about the way the complaint was considered by e-mail sent to the e-mail address provided by the User in the complaint form.
- 10.5. Claims pending or not accepted in the complaint procedure may be considered before a common court.

## 11. Final Provisions

- 11.1. Termination of the contract takes place when the Service Provider deletes the User Account in the FRA, which follows:
  - a) at the User's request addressed by e-mail to the Service Provider, to the address [pomoc@inpost.pl](mailto:pomoc@inpost.pl), and sent from the e-mail address associated with the Account established in FRA,
  - b) on the initiative of the Service Provider in the cases specified in the Terms and Conditions, and at the time of liquidation of the FRA by the Service Provider or termination of its business activity in the scope of the provision of Services or Postal Services,
- 11.2. The termination of contract as defined in item 11.1 of the Terms and Conditions is not tantamount to the termination of the contract for Postal Services with the Service Provider, and the rules and method of termination of these contracts are regulated in the relevant Terms and Conditions of Postal Services or in a separate contract concluded by the Service Provider with the Service Recipient.
- 11.3. The current Terms and Conditions and the versions of the Terms and Conditions previously in force are available on the [www.inpost.pl](http://www.inpost.pl) website, and therefore the User may download the content of the Terms and Conditions in the form of a pdf file to their web device.
- 11.4. The Service Provider reserves the right to change the Terms and Conditions for the following reasons or in the following circumstances:
  - a) changes in legal provisions having a direct impact on the content of the Terms and Conditions;
  - b) imposition of certain obligations on the Service Provider by state authorities;
  - c) amendments to the Terms and Conditions of Postal Services;
  - d) improvement of the Services provided;
  - e) changes in the scope of the Services provided, including the introduction of new ones;
  - f) improving the service of Service Providers and the complaint handling process;
  - g) improving the protection of privacy of Service Providers;
  - h) fraud prevention;
  - i) safety concerns;
  - j) technological and functional changes of the FRA;
  - k) changes in the operational, economic and market conditions of the Services and Postal Services provided;
  - l) editorial changes.
- 11.5. The Service Provider shall notify Users about changes of the Terms and Conditions via the FRA and at <https://inpost.pl/regulaminy>, and may inform about the change of the present Terms and Conditions by sending the Users information concerning the change to the Users' e-mail addresses used during the registration of their Account - at least 14 days in advance of the planned change of the Terms and Conditions. However, it may also introduce changes to the Terms and Conditions without observing the 14-day period referred to above, in the event that:
  - a) it was obliged to amend the Terms and Conditions by a state authority, a common court, or under generally applicable law, within a period that renders it impossible to comply with the 14-day period referred to above,
  - b) the changes grant the Users new rights or extend their current rights,
  - c) new services, products or functionalities are introduced that do not deteriorate nor replace the services, products or functionalities offered by the Service Provider on the basis of the Terms and Conditions.
- 11.6. Once the User accepts the changes in the Terms and Conditions in the FRA, they will be bound by them. Shall the User fail to accept the Terms and Conditions presented to them by the Service Provider in the manner specified in the preceding sentence, the User should refrain from using the FRA.
- 11.7. All rights to the FRA, including its software, content, graphics used, the layout of the FRA content and other elements related to the FRA belong to the Service Provider or entities associated with the Service Provider, and therefore they constitute copyrights, in relation to which it is prohibited to take actions violating these rights.
- 11.8. In the scope not covered by the present Terms and Conditions, the relevant Terms and Conditions of Postal Services, and written contracts for the provision of Postal Services shall apply. In the event of a conflict between the content of the Terms and Conditions and the content of the Terms and Conditions of Postal Services, and written contracts for the provision of Postal Services, the Regulations for Postal Services, and the written contracts for the provision of Postal Services shall prevail.
- 11.9. These Terms and Conditions shall enter into force on 15 July 2024.