

# Terms and Conditions of the Mobile App

In force from 1 March 2023



**In order to use the InPost Mobile App, please read its Terms and Conditions and accept its provisions first:**

## 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 and Conditions, available in the App and at: <https://inpost.pl/regulaminy>, constituting a contractual template (contract) within the meaning of art. 384 of the Polish Civil Code.
  - b) **App:** software owned and managed by the Service Provider in the form of a mobile app, under which, using their Account, the User may use the Services offered by the Service Provider, made available free of charge for download and use,
  - c) **Services:** all functionalities of the App 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 and additional services in relation to the services specified in the Shipment Handling Regulations,
  - d) **Account:** a set of permissions made available by the Service Provider to the User following their Account registration in the App, individualizing the User and enabling access to the functionality of the App,
  - e) **User:** A person with full legal capacity, who has created an Account by registering in the App,
  - f) **Consumer:** a natural person performing a legal action with User (including conclusion of the contract for the provision of services subject to the present Terms and Conditions) that is not directly connected with its economic or professional activities, or a natural person running a sole proprietorship, if the conclusion of the said contracts is directly connected with their sole proprietorship, but it does follow, from the content of this contracts, that they are not of professional character for this person,
  - g) **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, helpline: 722-444-000 or 746-600-000 (both for landline and mobile connections), e-mail address: bok@inpost.pl,
  - h) **Personal Data:** information entered by the User, and collected by the Service Provider during the registration of the Account in the App 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),
  - i) **Technical Interruption:** temporary shutdown of App functionalities, in their in whole or in a part, related to the failure of the App, including the App servers, or related to the need to perform maintenance of these servers or the modernization or reconstruction of the App, during which it is not possible to use all or selected Services,
  - j) **Force Majeure:** an external event that the User and the Service Provider could not have foreseen and could not have prevented, preventing the use of the App 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,
  - k) **Shipment (Parcel):** postal item within the meaning of the Postal Law Act (consolidated text in Journal of Laws of 2022 item 896 as amended) or freight item within the meaning of the Transport Law Act (consolidated text in Journal of Laws of 2020 item 8D, as amended), being the subject of postal or transport services provided by companies from the Capital Group,

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- l) **Own shipment (Own Parcel):** Shipment addressed to the User, identified on the basis of the conformity of the User's phone number assigned to the App, with the phone number of the recipient of the Shipment, indicated by its sender when sending the Shipment,
  - m) **Third party shipment (Third party parcel):** Shipment that is not identifiable with the User's phone number assigned to the App (it does not match the phone number of the recipient of the Shipment, indicated by its sender when dispatching the Shipment), and which the User indicated as interesting, based on the tracking number of this Shipment or using another identification mechanism provided by the Service Provider,
  - n) **Paczkomat® or Parcel Locker:** a deposit cabinet that comprises lockers, enabling an authorized person to self-service sending or receiving the Shipment, on the basis of a separate agreement for the provision of postal or transport services, to which the sender of the Shipment and the company from the Captain's Group are parties,
  - o) **Shipment Handling Regulations:** proper regulations for the provision of postal services or transport services for the Shipment by a company from the Capital Group,
  - p) **Capital Group:** a company using the business name Integer.pl S.A. with its registered office in Kraków, registered in the Register of Entrepreneurs by the District Court for Kraków Śródmieście in Kraków, 11th Commercial Division of the National Court Register under the KRS number 0000276519 together with its subsidiaries within the meaning of art. 4 § 1 item 4) of the Polish Code of Commercial Companies, including the Service Provider,
  - q) **Device:** a mobile electronic device (of smartphone type) with an Android OS version 7.0 or higher, or iOS version 14 or higher.
- 1.2. 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 form available at: <https://inpost.pl/kontakt>.

## 2. Subject and Scope of Services

- 2.1. These Terms and Conditions define the rules for using the App and the rules for using the Services via the App.
- 2.2. As part of using the App Service, the User may use the following Services:
- a) obtaining information about own and third party Shipments in the scope of: the current status of the Shipment and the history of changes in these statuses, and in relation to own Shipments, also in the scope of: Target Parcel Locker (if applicable), Shipment collection code (if applicable), time remaining to collect the Shipment (if applicable),
  - b) enabling remote collection of the Shipment from the Parcel Locker without using the Paczkomat Device screen, in accordance with the instructions displayed in the App,
  - c) receiving messages from the Service Provider concerning the possibility of collecting own Shipment, along with the collection code, also in the form of a QR code,
  - d) notifying the Service Recipient about new Parcel Lockers and changes in the services offered by the Capital Group companies,
  - e) providing authorization data for the collection of Shipments,
  - f) notifications about the proximity of a Parcel Locker, in which the Own Shipment is located,
  - g) providing contact channels to the Customer Service Desk of the Capital Group,
  - h) enabling the conclusion of contracts for the provision of services specified in the Shipment Handling Regulations, on the terms and within the scope specified in the present Terms and Conditions, as well as paying for these services when concluding the above-mentioned contracts, according to the prices specified in the Price List referred to in the Shipment Handling Regulations, and listed in the App during conclusion of the above-mentioned contracts,
  - i) paying – with the agency of payment intermediaries – the amounts within the cash on delivery service provided in accordance with the Terms and Conditions,
  - j) ordering and paying for the service to extend the Shipment collection date for the Parcel Locker receiving Paczkomat Device, according to the price specified in the Shipment Handling Regulations and listed in the App when concluding the above-mentioned contracts,

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- k) follow links to external websites of the Operator, enabling the submission of instructions or ordering services specified in the Shipment Handling Regulations, other Services indicated in the Terms and Conditions or made available in the App.
  - l) order to deliver the Shipment to the Parcel Locker in the so-called "easy access zone".
- 2.3. The possibility of providing the services specified in sec. 2 above may depend on the settings of the Device selected by the User, including in the switching on of the GSM, LTE, GPS modules, access permissions of the App to the Device and other applications. The User may make changes to these Settings on the terms and in the manner specified by the supplier or the entity responsible for the Device.
- 2.4. Some of the services indicated in section 2 may require the User to install third party software on their Device for their correct implementation.
- 2.5. The rules for sending or receiving Shipments, in connection with which the Service Provider provides Services, are specified in separate Shipment Handling Regulations.
- 2.6. The payment referred to in section 2.2 letters h), i) and j) can be executed using the payment methods specified each time in the App at the time of making the payment (and at this stage the User may resign from making such a payment). Payments are handled by an external entity: DotPay sp. z o.o. with its registered office in Kraków at ul. Wielicka 28b, 30-552 Kraków.
- 2.7. Due to the large impact of the service of extending the Shipment collection deadline from the Parcel Locker (referred to in section 2.2. letter j) above) on the provision of services specified in the Shipment Handling Regulations (and not provided on the basis of these Terms and Conditions), the terms and conditions under which the User may order this service are specified in the Shipment Handling Regulations. The precondition for ordering the aforesaid service is the acceptance of the said Shipment Handling Regulations in the scope of the above-mentioned terms and conditions.
- 2.8. The User, in the detailed information about the respective Shipment that has not yet been delivered, can order the Operator (by selecting the option called "Should the shipment be placed in the easy access zone?" available) to attempt to place the Shipment in the Parcel Locker lockers located in the so-called "easy access zone", i.e. the area of the Paczkomat Device with easier access to the lockers in relation to the boxes located in its extreme areas (lower and upper levels). Submission of the above order is possible separately in relation to each of the Shipments, and may be effected no later than when the Shipment is handed over for delivery, as confirmed by the appropriate status of the Shipment (in the tracking system available on the Operator's website or in the Mobile App), informing about the handover of the Shipment for delivery. For operational reasons, the Shipment may be handed over for delivery - on the date of its scheduled delivery - at different times. If the Shipment is granted the above status, the option to select an "easy access zone" will be deactivated and it will not be possible to order it. The implementation of the order specified in this section by the Operator will be possible only if lockers of a size matching the Shipment size of the respective Parcel Locker, and located in the easy access zone do not contain other Shipments at the Shipment delivery to the Paczkomat Device. In the event of a lack of free space within the "easy access zone", the Parcels will be delivered to the available lockers located outside this zone, according to the Shipment Handling Regulations.
- 2.9. The Mobile App does not offer nor secures services or functionalities in form of entering, editing or publishing, within the framework of the App of opinions from the Consumers, who purchased the respective goods or services with use of the App.

## 3. Terms of Use of the App

- 3.1. The App can only be used by Users, who have a phone number registered in the Polish mobile phone operators' networks, access to the Internet and meet the conditions set out in the present Terms and Conditions.
- 3.2. The User's account will be made available for use only after authorization of registration by the User, in accordance with item 5 of the Terms and Conditions.
- 3.3. Users may not, in any way, enter the following contents into the App:
  - a) of an unlawful nature,

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- b) constituting malicious software disrupting the functioning of the App (and in particular viruses, Trojan horses, scripts and software altering the code of the App or destroying the App) or capturing data available in the App to which they have no rights.
- 3.4. Except in the cases specified in item 3.3 of the Terms and Conditions, it is also prohibited to use the App in a manner inconsistent with the principles of social coexistence or good manners, and in a way that interferes with the correct functioning of the App or violates the legitimate interests of the Service Provider.
- 3.5. In the event of a violation of items 3.3 and 3.4 of the Terms and Conditions, the Service Provider reserves the right to block the User's access to the App, and this blocking may not be treated as a manifestation of the Service Provider's due diligence, and the Service Provider's liability towards the User, in particular any liability for damages, for the effects of this measure is hereby excluded.
- 3.6. If the User discovers gaps or irregularities in the functioning of the App, the User may report the above to the Service Provider via the contact form available at: <https://inpost.pl/kontakt>.
- 3.7. The Service Provider does not apply individual Service price adjustment for Consumers within the framework of purchase of this Service from the Service Provider – if such Services are subject to charge. The Service Provider shall not, in particular, apply individual Service price adjustment for Consumer on the basis of algorithm based, in particular, on activities of Consumer (including the past ones) or their preferences (automated decision-making processes).

## 4. Technical Requirements and Technical Interruption

- 4.1. The User must meet the following technical requirements to use the App:
  - a) mobile phone number registered with a Polish mobile network operator,
  - b) Internet connection – in order to download the App and to use the services of the App requiring connection to this network,
  - c) a mobile electronic Device (smartphone type) based on the following operating systems and their versions:
    - Android version 7.0 and higher,
    - iOS version 14.00 and higher.
- 4.2. Requirements for the version of operating systems specified in item 4.1 letter c above are the minimum requirements. To the best knowledge of the Service Provider, it is also possible to use the App with lower versions of operating systems than those listed in item 4.1 letter c of the Terms and Conditions, however, only operating systems in the versions indicated in the above items ensure the correct operation of the App.
- 4.3. The Service Provider assumes no responsibility for any problems resulting from the use of Devices Machines or operating systems that do not meet the requirements described in this item 4, and in particular for the malfunction of the App caused by this.
- 4.4. The Service Provider shall make every effort to ensure that access via the App to data from the App's servers is possible 24 hours a day and 7 days a week, which does not exclude the Service Provider's right to order a Technical Interruption and temporary limitation or exclusion of all or part of the above access.
- 4.5. In the event of a need to order a Technical Interruption, the Service Provider will notify about the expected date of occurrence and the duration of the Technical Interruption in the message displayed directly in the App.

## 5. Registration of an Account in the App

- 5.1. Using all functionalities and Services of the App requires the creation of an Account by its registration and acceptance of these Terms and Conditions, and confirmation of such registration, which is equivalent to activating the Account in the App and concluding a contract for an indefinite period of time for the provision of Services electronically with the Service Provider, subject to the provisions of item 3.2 of the present Terms and Conditions. Registration takes place through the App, following its first launch.
- 5.2. Before using the App, the User is obliged to read the Terms and Conditions and to accept them during

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- the registration of the Account in the App.
- 5.3. Registration of the Account and its maintenance and use of the Services and functionality of the App are free of charge.
  - 5.4. Account registration requires completing the registration process with use of registration form in the App, and the confirmation of registration, which the User completes by typing in the code texted to the phone number provided in the form.
  - 5.5. In the course of registration, the potential User provides Personal Data in the form of their telephone number and may also agree to receive advertising information by e-mail or text messages, to their e-mail address and telephone number. The email address only collected from consenting users.
  - 5.6. Each User may register only one Account in the App. It is not allowed for the same User to create multiple Accounts using the same data (the so-called multi-accounts), and in particular it is not allowed to create more than one Account using the same phone number. Accounts created by the User above the limit specified in the first sentence may be deleted by the Service Provider. The User will be notified about the deletion of such Account in a text message sent to the phone number used for its registration.
  - 5.7. The User may launch the App on several Devices for the same Account – by confirming the phone number that was used to create the Account, using another SMS text code. Some of the App settings (including but not limited to the consents expressed therein) are stored on the App servers and do not need to be modified when activating an account on another Device.
  - 5.8. For the effective registration of the Account and the use of the Services, the User is obliged to provide the real and active mobile phone number in the registration form. In case of entering an incorrect phone number, your Account will not be activated.
  - 5.9. The Service Provider informs that for technical reasons it is not possible to change the phone number assigned to the Account. It is possible to create a new Account using a different mobile phone number.
  - 5.10. After authorizing the registration of the Account (by entering the number from the code from the SMS text message sent during the registration of the Account), the User will receive access to the functionality of the App.
  - 5.11. The Service Provider may, at any time, verify the data of each User used at the time of registration in terms of the compliance of the completed registration with the provisions of the present Terms and Conditions.
  - 5.12. The User is obliged to provide the Service Provider with all data truthfully and will be held responsible for providing false or incorrect data.

## 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, entered into the Register of Entrepreneurs kept by the District Court for Kraków - Śródmieście in Kraków, 11th Commercial Department of the National Court Register under the KRS number: 0000543759, NIP: 6793108059 (hereinafter also referred to as the "Controller" in this item). More information, including your rights, can be found in the Privacy Policy at: <https://inpost.pl/polityka-prywatnosci>.
- 6.2. In the case of making payments, the App, in accordance with section 2.6, will transfer Personal Data of Users to DotPay sp. z o.o. with its registered office in Kraków. DotPay sp. z o.o. will process the Users' Personal Data as a controller in order to provide a one-time payment service and perform statutory obligations related to counteracting money laundering and terrorist financing. For more information please refer to: [Dotpay - Privacy Policy](#).

## 7. License

- 7.1. Upon downloading the App, the Service Provider grants the User a license to use the App in accordance with its intended purpose, and this includes the right to reproduce it limited to the extent in that this reproduction is necessary to launch, operate and store the App in the memory of the Device.

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- 7.2. The license referred to in section 7.1 above, does not entitle the User to grant further licenses, and the User has no right – in whole or in part - to reproduce (except in the case specified in item 7.1 above), distribute, sell or otherwise market or distribute the App, including sending it or making available on the Internet, computer networks, mobile application distribution systems and in any other ICT systems.
- 7.3. This license shall expire upon the deletion of the Account.

## 8. Liability of the Service Provider

- 8.1. The Service Provider undertakes to provide the highest quality of Services provided through the App.
- 8.2. The Service Provider shall not be held responsible for the temporary inability of Users to use the App, caused by the Technical Interruption, if the Technical Interruption has been announced in the manner specified in item 4.5 of the Terms and Conditions, as well as for any damage resulting from the ordering of such Technical Interruption.
- 8.3. Force Majeure shall not constitute non-performance or improper performance of the Service, provided that it is proved by the party that it resorting to it.
- 8.4. The Service Provider is not responsible for the consequences of provision of false Personal Data by the User at the time of their Registration.
- 8.5. The Service Provider is not responsible for the effects of Users' disclosure of the App User Account password or making the Account available to third parties within the App.
- 8.6. The Service Provider shall not be held liable for failure to operate or improper operation of the App on an Device that does not meet the technical requirements referred to in item 4 of the present Terms and Conditions.
- 8.7. The Service Provider shall not be liable for non-performance or improper performance of services by telecommunications operators with whom the User has contracts, and in particular in the scope of their connection to the Internet, as well as for the amount of fees charged for these services.
- 8.8. The Service Provider shall not be held responsible for malfunctions of operating systems that are required to run the App, in accordance with item 4 of the Terms and Conditions, as well as software other than the App, installed on the Device or downloaded onto the Device.

## 9. Complaints

- 9.1. Any complaints concerning the operation of the App and non-performance or improper performance of the Service may be submitted by the User in electronic form at <https://inpost.pl/kontakt/zloz-reklamacje>, or directly in the App.
- 9.2. The complaint should contain the name, surname, e-mail address used to register the User Account in the App, and description of the case.
- 9.3. The Service Provider shall consider the complaints within 14 (fourteen) days from the date of their receipt. On the day of receipt of the complaint, the Service Provider shall confirm the receipt of the complaint to the User in a return e-mail.
- 9.4. The User will be notified about the manner of handling the complaint by e-mail to the e-mail address from which the complaint was sent.

## 10. Consumer warranty for electronically supplied Services

- 10.1. The Service Provider provides the Service, which – in the scope of services provided electronically within the meaning of the Act of 18 July 2002 on the electronic provision of services (full text in Journal of Laws of 2020, item 344, as amended) - constitutes a digital service within the meaning of the provisions of the Act of 30 May 2014 on consumer rights, understood in accordance with this Act as services enabling the consumer to:
- a) produce, process, store or access data in digital form,
  - b) share data in digital form that has been transmitted or created by the consumer or other users of this service,

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- c) perform other forms of interaction using data in digital form.  
Due to the specificity of the Service provided, it is not combined with the purchase by the Consumer from the Service Provider of goods with digital elements within the meaning of the above-mentioned Act, i.e. goods containing digital content or digital service or connected to them in such a way that the missing of digital content or digital service would prevent its proper functioning.
- 10.2. To the contract (i.e. these Terms and Conditions) under which the Service Provider is obliged to provide digital content or digital service and other services, the provisions of this item 10 shall apply only to the provisions of the contract regarding digital content or digital service.
- 10.3. The provisions of this item 10 shall not apply to contracts under which the Consumer is not obliged to provide services other than the provision of personal data, and these data are processed by the Service Provider solely for the purpose of improving the security, compatibility or interoperability of software offered under an open and free license.
- 10.4. Provision of digital content or digital service:
- a) The Service Provider shall provide the Consumer with digital content or digital service immediately after the conclusion of the Contract (registration of the Account and acceptance of the Terms and Conditions by the Consumer), subject to the Provider making available to the Consumer the digital content necessary to register the Account.
  - b) Digital content shall be deemed to be supplied when the digital content or the means by which it can be accessed or downloaded has been made available to the Consumer or a physical or virtual device which the Consumer themselves have selected for that purpose, or once the Consumer or such device has accessed it.
  - c) A digital service shall be deemed to have been provided when the Consumer or a physical or virtual device that the Consumer has selected for this purpose has accessed it.
  - d) If the Service Provider has not provided digital content or digital service, the Consumer will call on its provision. If the Service Provider fails to provide the digital content or digital service promptly or within an additional period expressly agreed by the parties, the Consumer may withdraw from the contract.
  - e) The consumer may withdraw from the contract without requesting the supply of digital content or digital service if:
    - i. a statement by the Service Provider or the circumstances clearly indicate that it will not provide digital content or a digital service; or
    - ii. The Consumer and the Service Provider have agreed or it is clear from the circumstances of the conclusion of the contract that the specified deadline for the delivery of digital content or digital service was of significant importance to the Consumer, and the Service Provider failed to provide them within this deadline.
  - f) The burden of proof of delivery of digital content or digital service rests with the Service Provider.
  - g) In the event of withdrawal from the contract by the Consumer, the provisions of item 10.9 shall apply accordingly.
  - h) The provisions of items 10.4 letters a) to g) shall not apply if the contract provides for the supply of digital content with use of a tangible medium.
- 10.5. Conformity of the digital content or digital service with the contract:
- a) Digital content or digital service shall be deemed conforming with the contract if, in particular, their following characteristics are conforming with the contract:
    - i. description, type, quantity, quality, completeness, functionality, compatibility, interoperability and availability of technical support and updates;
    - ii. suitability for a specific purpose for which they are needed by the Consumer, of which the Consumer notified the Service Provider at the latest at the time of conclusion of the contract and which the Service Provider has accepted.
  - b) In addition, in order to be considered conforming with the contract, the digital content or service must:

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- i. be suitable for the purposes for which digital content or a digital service of this kind is normally used, taking into account applicable laws, technical standards or good practices;
  - ii. be present in such quantity and have such features, including functionality, compatibility, availability, continuity and security, as are typical of digital content or digital service of this kind and which the Consumer may reasonably expect, taking into account the nature of the digital content or digital service and public assurances made by the Service Provider, its legal predecessors or persons acting on its behalf, in particular in advertising or on the label, unless the Service Provider is able to prove that:
    - 10.5.b.ii.1. it was not aware of the public assurance in question and could not reasonably have been aware of it,
    - 10.5.b.ii.2. prior to the conclusion of the contract, the public assurance has been rectified in accordance with the conditions and form in which the public assurance was initially provided or in a comparable manner,
    - 10.5.b.ii.3. the public assurance did not affect the decision of the Consumer to conclude the contract;
  - iii. be supplied with such accessories and instructions as the Consumer may reasonably expect to be supplied;
  - iv. be in accordance with the trial version or announcement that was made available to the Consumer by the Service Provider prior to the conclusion of the contract.
- c) The Service Provider shall notify the Consumer about updates, including those related to security, necessary to maintain compliance of the digital content or digital service with the contract and shall provide them to the Consumer for a period:
  - i. of provision of digital content or digital service specified in the contract under which the provision is made on a continuous basis, or
  - ii. that may be reasonably expected by the consumer, taking into account the type of digital content or service and the purpose for which it is used, and the circumstances and nature of the contract, where the contract provides for the one-off provision of digital content or its provision in parts.
- d) If the Consumer fails to install within a reasonable time the updates provided by the Service Provider in accordance with the preceding letter, the Service Provider shall not be liable for the lack of conformity of the digital content or digital service with the contract resulting solely from the lack of such an update, if:
  - i. it notified the Consumer about the update and the consequences of not installing it;
  - ii. failure to install or improper installation of the update did not result from errors in the installation instructions provided by the Service Provider.
- e) The Service Provider shall not be liable for the lack of compliance of the digital content or digital service with the contract in the scope referred to in item 10.5 letter b) or c) above, if the Consumer, at the latest at the time of concluding the contract, has been explicitly informed that a specific feature of digital content or digital service deviates from the requirements of compliance with the contract, as specified in item 10.5 letter b) or c) above, and has expressly and separately accepted the absence of a specific characteristic of such digital content or digital service.
- f) Where the contract provides for the supply of digital content or digital service on a continuous basis, the digital content or digital service must remain compliant with the contract for the duration of this supply, as specified in the contract.
- g) Unless the parties agree otherwise, the digital content or service shall be provided in the most recent version available at the time of the conclusion of the contract.



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- h) The item 10.5 of the Terms and Conditions shall apply accordingly to the integration of digital content or service.
- 10.6. Non compliance:
- a) The Service Provider shall be liable for any lack of compliance with the contract of the digital content or digital service provided once or in parts, which existed at the time of their delivery and became apparent within two years thereafter. It is presumed that the lack of compliance of the digital content or service with the contract, which was revealed within one year of the delivery of the digital content or service, existed at the time of its delivery.
  - b) The Service Provider may not rely on the expiry of the deadline for determining the non-compliance of the digital content or digital service with the contract specified in item 10.6 letter a) above, if it deceptively concealed this lack.
  - c) The Service Provider shall be liable for non-compliance with the contract of the digital content or the digital service provided continuously, which occurred or became apparent at the time when, according to the contract, it was to be provided. It is presumed that the lack of conformity of the digital content or digital service with the contract occurred at that specific time, as long as it appeared at that time.
  - d) The Service Provider shall be liable for non-compliance with the contract of the digital content or digital service within the scope regulated in item 10.5 letter c) above, which occurred within the time limit specified in this item.
  - e) The presumptions set out in item 10.6 letters a) and c) above shall not apply if:
    - i. The Device is not compatible with the technical requirements of which the Service Provider notified him in a clear and understandable manner prior to the conclusion of the contract;
    - ii. The Consumer, notified in a clear and understandable manner before the conclusion of the contract on the obligation to cooperate with the Service Provider, to the extent and with the use of the least onerous technical measures, in order to determine whether the lack of compliance of the digital content or digital service with the contract in due time results from the characteristics of the Consumer Device, fails to perform this obligation.
- 10.7. Reaching compliance of the digital content or digital service with the contract:
- a) If the digital content or service is not compliant with the contract, the Consumer may request that it be brought to compliance with the contract.
  - b) The Service Provider may refuse to bring the digital content or service to compliance with the contract, if it is impossible to bring the digital content or service so that it is compliant with the contract or it would require excessive costs for the Service Provider.
  - c) When assessing the excessive costs for the Service Provider, all circumstances of the case shall be taken into account, and in particular the significance of the lack of compliance of the digital content or digital service with the contract and the value of the digital content or digital service in accordance with the contract.
  - d) The Service Provider shall bring the digital content or digital service so that it complies with the contract within a reasonable time from the moment when the Service Provider has been notified by the Consumer about its lack of compliance with the contract, and without undue inconvenience to the Consumer, taking into account their nature and the purpose for which they are used. The costs of bringing the digital content or service into compliance with the contract shall be borne by the Service Provider.
- 10.8. Price reduction, withdrawal from the contract:
- a) If the digital content or digital service is non-compliant with the contract, the Consumer may submit a statement of price reduction (if the digital service was paid for) or withdrawal from the contract, if:
    - i. making the digital content or digital service compliant with the contract proves impossible or would require excessive costs in accordance with item 10.7 letters b) and c) above;

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- ii. The Service Provider has not brought the digital content or digital service into compliance with the contract in accordance with item 10.7 letter d) above;
  - iii. the lack of compliance of the digital content or service with the contract persists, despite the fact that the Service Provider attempted to bring the digital content or service into conformity with the contract;
  - iv. the lack of compliance of the digital content or service with the contract is so significant that it justifies a price reduction or withdrawal from the contract without the prior use of the protection measure specified in item 10.7 above;
  - v. it is clear from the statement of the Service Provider or the circumstances that it will not bring the digital content or digital service into compliance with the contract within a reasonable time or without undue inconvenience to the Consumer.
- b) The reduced price must be in proportion to the contract price in which the value of the digital content or digital service that is non-compliant with the contract remains in proportion to the value of the digital content or digital service that comply with the contract. Where the contract provides that the digital content or service is supplied in parts or continuously, the price reduction shall take into account the time during which the digital content or service was non-compliant with the contract.
- c) The consumer may not withdraw from the contract if the digital content or service is provided in exchange for payment of the price and the lack of compliance of the digital content or service with the contract is irrelevant. The non-compliance of the digital content or service with the contract is presumed to be significant.
- 10.9. Consequences of withdrawal from the contract:
- a) After withdrawal from the contract, the Service Provider may not use content other than personal data provided or created by the Consumer during the use of digital content or digital service provided by the Service Provider, except for content that:
    - i. is only useful in connection with the digital content or the digital service that was the subject of the contract;
    - ii. concern only the activity of the Consumer when using digital content or digital service that was the subject of the contract;
    - iii. have been merged by the Service Provider with other data and cannot be separated without undue difficulty;
    - iv. was created by the Consumer together with other Consumers, who can still use them.
  - b) The Service Provider shall make available to the Consumer, at their request and at its own expense, within a reasonable time and in a commonly used machine-readable format, the content created or provided by the Consumer in the course of using digital content or digital service, other than personal data, with the exception of the content referred to in item 10.9 letter a) subsections i-iii above.
  - c) The Service Provider may demand the return of the material carrier on which it provided the digital content within 14 days from the date of receipt of the Consumer's statement of withdrawal from the contract. The Consumer shall return the media immediately and at the expense of the Service Provider.
  - d) The Service Provider is not entitled to demand payment for the time when the digital content or digital service was non-compliant with the contract, even if the Consumer actually used them before withdrawing from the contract.
  - e) The Service Provider is obliged to refund the price only in part corresponding to the content or digital service that was non-compliant with the contract and the digital content or digital service, the obligation to provide which has been terminated in the result of withdrawal from the contract.
  - f) The Service Provider is obliged to return the price due to the Consumer as a result of exercising the right to withdraw from the contract or reduce the price immediately, no later than within

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- 14 days from the date of receipt of the Consumer's statement on withdrawal from the contract or reduction of the price.
- g) The Service Provider shall refund the price using the same method of payment as used by the consumer, unless the Consumer has expressly agreed to a different method of refund, which does not incur any costs for them.
- 10.10. Changes to digital content or digital service:
- a) The Service Provider may change the digital content or digital service that is not required to maintain its compliance with the contract only if the contract provides so and only for justified reasons indicated in this contract. However, the Service Provider may not change the digital content or digital service provided in a one-off manner.
- b) Introduction of the change referred to in item 10.10 letter a) above, may not involve any costs on the part of the Consumer.
- c) The Service Provider is obliged to notify the Consumer in a clear and understandable manner about the change referred to in item 10.10 letter a) above.
- 10.11. Changes and access to and use of digital content or digital service:
- a) If the change referred to in item 10.10 letter a) above significantly and negatively affects the access of the Consumer to digital content or digital service or the use of them, the Service Provider is obliged to notify the Consumer in good time on a durable medium about the properties and date of this change and the right referred to in item 10.11 letters b) or c) below.
- b) In the case referred to in item 10.11 letter a) above, the Consumer may terminate the contract without notice within 30 days from the date of the change referred to in item 10.10.1 or notification about this change, if this notification occurred later than this change. The provisions of item 10.9 shall apply accordingly.
- c) The provisions of item 10.11 letter b) above shall not apply if the Service Provider has provided the Consumer with the right to keep, without additional costs, the digital content or digital service in accordance with the contract, unchanged.

## 11. Final provisions

- 11.1. The termination of the agreement takes place at the moment of deletion by the Service Provider of the App Account, which will be executed:
- a) when the application is deleted from the mobile electronic device, on the initiative of the Service Provider in the cases specified in the Terms and Conditions, and at the time of liquidation of the App by the Service Provider or termination of its business activity in the scope of the provision of Services.
- 11.2. Termination of the contract in the manner specified in item 10.1., and effected by the Consumer within 14 days from the date of conclusion of the contract (registration of the Account), is treated as a withdrawal from the contract by the Consumer pursuant to art. 27 of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827, as amended), unless the Consumer expressly declares otherwise. Such a withdrawal does not require providing reasons for the withdrawal and does not involve incurring any costs by the Consumer. At the same time:
- a) in the event of withdrawal from the contract for the provision of Services, the Service Provider, from the date of receipt of the Consumer's statement on withdrawal from the contract, may not use content other than personal data provided or created by the Consumer during the use of digital content in the App or Service provided by the Service Provider, except for the content that:
- i. is only useful in connection with the digital content in the App or the Service that was the subject of the contract,
- ii. concerns only the activities of the Consumer while using digital content in the App or Service provided by the Service Provider,
- iii. has been combined by the Service Provider with other data and cannot be separated from them or could only be separated with a disproportionate effort,

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- iv.                    was created by the Consumer together with other Consumers, who can still use them.
  - b)                    Except in the cases referred to in letter a) items (i-iii) above, the Service Provider shall, at the request of the Consumer, make available to it content other than personal data that has been provided or created by the Consumer during the use of digital content in the App or Service provided by the Service Provider.
  - c)                    The Consumer has the right to recover digital content from the Service Provider free of charge, without hindrance from the Service Provider, within a reasonable period and in a commonly used machine-readable format.
  - d)                    In the event of withdrawal from the contract, the Service Provider may prevent the Consumer from further using the digital content or the Service (i.e. within the Account in the App), in particular by preventing the Consumer from accessing the digital content in the framework of the App.
  - e)                    In the event of withdrawal from the contract for the provision of Services, the Consumer shall refrain from using this digital content in the App or the Service and making it available to third parties.
- 11.3.                  The current Terms and Conditions are available at <https://inpost.pl/regulaminy> in the form of a pdf file and in text form in the App, and therefore the User can gain access, reproduce and preserve the content of the Terms and Conditions using a web-enabled device.
- 11.4.                  Amendments to the Terms and Conditions
- a)                    The Service Provider has the right to change the Terms and Conditions for a valid reason, which shall include:
    - a)                    a change in the law affecting the content of the Terms and Conditions or the imposition of specific obligations on the Service Provider by state authorities or common courts;
    - b)                    a change in the scope of the Services provided, including their removal and the provision of new services, and a change in their prices,
    - c)                    change in the process of concluding contracts for the provision of postal and transport services via the App, including the dispatching of Shipments,
    - d)                    change in the process of collecting Shipments,
    - e)                    changing the way the App operates,
    - f)                    improvement of the User service and the complaint handling processes;
    - g)                    the need to improve the protection of Users' privacy;
    - h)                    fraud prevention;
    - i)                    ensuring the security or stability of the App;
    - j)                    technological or functional change related to the Services provided under these Terms and Conditions;
    - k)                    a change in the operational, economic or market conditions of the Services covered by these Terms and Conditions;
    - l)                    the need for editorial changes, correction of clerical and accounting errors,
    - m)                    updating the registration, address and contact details, links contained in the Terms and Conditions.
  - b)                    The Service Provider shall notify Users about changes of the Terms and Conditions via the App and at <https://inpost.pl/regulaminy>, and may inform about the change of the present Terms and Conditions by sending the Users information about the change to the Users' e-mail addresses used during the registration of their Accounts.
  - c)                    Once the User accepts the changes in the Terms and Conditions in the App, 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 App.
- 11.5.                  All rights to the App, including its source code, content, graphics used, the layout of the App content and other elements related to the App belong to the Service Provider or entities capitalally associated

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with the Service Provider, and therefore they constitute copyrights, in relation to which it is prohibited to take actions violating these rights.

- 11.6. To the extent not covered by these Regulations, the provisions of generally applicable law shall apply.
- 11.7. The present Terms and Conditions shall enter into force on 1 March 2023, replacing the Terms and Conditions of 13 January 2023.