

InPost Mobile App – Terms and Conditions

In force as from 24 September 2024



These Terms and Conditions apply to the InPost Mobile App designed for smartphones and tablets. This App was developed, is maintained and offered by us, i.e. InPost Sp. z o.o. with its registered office in Krakow at 4 Pana Tadeusza Street, to the user, i.e. you.

Any expressions that are underlined have defined meanings as explained in Appendix A to the Terms and Conditions.

The Terms and conditions determine our and your rights and obligations related to the use of InPost Mobile.

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1. What Services are available in the App?

1.1. You can use the InPost Mobile App to access services such as in particular:

- 1) setting up and maintaining an account,
- 2) status of your Parcel and its history in our network,
- 3) tools to facilitate collection of your Parcel, including remote opening, selection of the Easy Access Zone, or the possibility of sharing pick-up data with you or another person,
- 4) observed parcel - when you add third-party parcel (other than your parcel) number to the App, you will get information about it and its current statuses (but you will not be able to collect it),
- 5) notifying of any changes to our services,
- 6) notification that there is a Parcel Locker nearby, containing your parcel,
- 7) purchase of services such as extending the time to pick up a parcel from the Parcel Locker or to dispatch a parcel (based on courier T&Cs),
- 8) making payments for cash on delivery service or for the contracts referred to above, using the payment methods available in the App,
- 9) providing you with marketing messages (of course only if you agree to this beforehand), managing your consents to specified ways of communication,
- 10) supporting the actions you take when dispatching, picking up or returning a Parcel,
- 11) locations of Parcel Lockers and other pick-up shops in the InPost network,
- 12) carbon footprint information,
- 13) recording your activity in InPost Mobile by awarding InCoins,
- 14) program, the terms and conditions of which are described in the Appendix to these T&Cs,
- 15) InPost Pay, upon providing additional information and personal data and accepting the terms and conditions of this service.

1.2. Correct operation of our services may depend on whether you have and have activated on your device the modules such as: GSM, LTE or GPS, as well as on the access rules to InPost Mobile, which you selected and set up on your device.

1.3. Some of our services may require you to have other programs installed on your device, that are independent of us, such as a web browser or PDF file readers.

1.4. Many of our services are related to courier services that we provide when handling parcels. This applies, for example, to extending the time to pick up a parcel from a Parcel Locker. To get to know these conditions, please refer to the courier T&Cs.

1.5. If your parcel has not yet been delivered to a Parcel Locker, you can choose to place it in the 'Easy Access Zone', i.e. in the bottom row of compartments in the Parcel Locker. You can select this service in the parcel details in the InPost Mobile App. Here are the conditions for this functionality:

- 1) you can choose this option no later than when the parcel is handed over for delivery (as per the relevant parcel status available in InPost Mobile). Due to the fact that we do



not have rigid hours for parcel receiving, handling and delivering, and the hours of our courier services also depend on the time the parcels are dispatched by our customers or by you, handing over a parcel for delivery may take place at different times.

- 2) We cannot guarantee that we will deliver the parcel to the Easy Access Zone, as these zones may already be filled with other parcels. In this case, we will deliver your parcel to an available compartment.

1.6. Certain services may be provided to you only after you take additional actions specified in the Terms and Conditions, e.g. when you provide additional personal data necessary for a given service to be supplied.

1.7. If we sell services via InPost Mobile, their prices will not be individually tailored to you, in particular based on your behaviour or preferences. We do not use such mechanisms.

2. How can one use InPost Mobile?

2.1. If you want to use InPost Mobile, you must have a device that meets our technical requirements (we describe them further on in the Terms and Conditions), install the App (you can download it e.g. from Play Store or AppStore), have an account (see below how to get one), and have access to the internet (without access to the internet InPost Mobile may not offer all of its services and functionalities).

2.2. We respect the law and take care of users. Among other things, this is why you may not add to InPost Mobile any content or data:

- 1) which is unlawful,
- 2) which is malicious software (viruses, trojan horses, programs that modify the operation of the App),
- 3) which intercepts data available in InPost Mobile.

2.3. You may not use InPost Mobile in a way that is inconsistent with the rules of social coexistence, with good customs, and in a way that disrupts the functioning of the App. We also protect our interests, so you may not use InPost Mobile in a way that violates them.

2.4. If you use InPost Mobile in violation of the above prohibitions, we may block your access to InPost Mobile.

3. What are the technical requirements for using InPost Mobile?

3.1. To use InPost Mobile seamlessly, you need:

- 1) mobile phone number registered in a mobile network,
- 2) connection to the internet,
- 3) device powered by Android (version at least 7) or iOS (version at least 15).

3.2. Don't worry if you don't meet the requirements for the Android or iOS version on your device. This does not mean that you are violating the T&Cs. There are chances that you will be able to run InPost Mobile on such a device. However, we cannot guarantee that InPost Mobile will start or run smoothly on a device with older versions of Android or iOS. Therefore, we are not responsible for any problems with the App related to the use of older versions of

Android or iOS.

- 3.3.** The applicable Terms and Conditions always apply to the latest version of InPost Mobile, so we recommend that you update the App regularly. We do not support older versions of InPost Mobile, nor do we ensure that they work properly.
- 3.4.** If you notice any errors or vulnerabilities in InPost Mobile, we invite you to report them at <https://inpost.pl/kontakt>.

4. How to set up an account in InPost Mobile?

- 4.1.** You can set up an account after downloading InPost Mobile on your device. If you don't do this, we will ask you to set up an account each time you activate the App. To set up an account, you will need:
- 1) your phone number,
 - 2) to accept the Terms and Conditions (please read them before accepting),
 - 3) to confirm registration to make sure that someone else is not impersonating you – that's why we will send an authorisation code to the phone number you provided.
- 4.2.** When you set up an account, you must provide us with real data, including the phone number you use. Otherwise, you will not be able to set up an account, or we will not be able to provide you with all or part of the services. Therefore, if you provide us with erroneous or incorrect data, we will not be responsible for this. It is very important to us, so we have the right to check whether you have provided us with genuine data.
- 4.3.** We do not charge any fees for setting up and maintaining an account.
- 4.4.** You can set up only one account using the same data. We cannot accept setting up of multiple accounts using the same data, and if this occurs, we will have the right to delete such additional accounts. Of course, we will inform you about this situation.
- 4.5.** You can use InPost Mobile and your account on several devices, however, in this case we will ask you to authorise such a device by sending you an SMS with an authorisation code.
- 4.6.** The phone number you provided will be assigned to your account and we do not have a possibility of assigning another phone number to the same account, but you can always set up a new account using a different phone number.

5. How do we process personal data?

- 5.1.** We are the controller of your personal data. As a reminder, we are InPost Sp. z o.o., we have our registered office in Krakow at 4 Pana Tadeusza Street (postal code: 30-727) and we are entered in the Register of Entrepreneurs kept by the District Court for Krakow - Śródmieście in Krakow, XI Business Division of the National Court Register under entry number KRS : 0000543759, our TIN is: 6793108059. For more information, including your rights, please refer to our Privacy Policy, available at: <https://inpost.pl/polityka-prywatnosci>.
- 5.2.** If you make payments through the App, your personal data will be transferred to our payment processing partner, i.e. PayPro S.A. with its registered office in Poznań. PayPro S.A. will be processing your personal data as the data controller and for the purpose of providing

a one-off payment service, and in order to comply with the law related to counteracting money laundering and terrorist financing. More information is available at <https://www.przelewy24.pl/polityka-prywatnosci>.

- 5.3.** When you set up an account (as described in section 5), you can agree to receiving advertising information by email, SMS or in the form of a push ad on your phone. You can opt out of receiving this type of information at any time. All you have to do is select the 'Consent management' option in InPost Mobile settings and withdraw your consent there. If you have problems with withdrawing your consent, please contact us at: <https://inpost.pl/kontakt>.

6. What about the licence?

- 6.1.** We (or companies affiliated with us) own the rights to InPost Mobile, including the source code, content, graphics and other elements used in the App. They are therefore protected by law and you may not take any actions that violate our rights. Since we have the rights to InPost Mobile, we grant you a licence to use it.
- 6.2.** Once you download InPost Mobile, we grant you a licence to use the App for its intended purpose, which includes installing the App on other devices.
- 6.3.** You may not grant this licence or give it to someone else. Also, you may not sell, transfer or send InPost Mobile.
- 6.4.** The licence expires when you delete your account.

7. What are we not responsible for?

- 7.1** We strive to provide you and other users with the best possible experience in connection with using InPost Mobile. However, there are situations and events that are beyond our control. These are situations and events for which we are not responsible:

- 1) force majeure,
- 2) when you provide false personal data, especially in the course of setting up an account,
- 3) when you give someone else access to InPost Mobile and your account,
- 4) when your device does not meet the technical requirements described in section 4,
- 5) the supply and quality of services by telecommunications operators with whom you have concluded contracts (including those related to accessing the internet). And of course, we are not responsible for any fees for services provided by these operators,
- 6) errors and problems in the functioning of Android or iOS, as well as any software installed on your device, other than that provided by us.

8. How to submit a complaint about InPost Mobile or services provided by it?

- 8.1.** If you believe that we did not properly perform our duties in relation to InPost Mobile (e.g. something did not work or we did not complete the service you selected), you can submit a

complaint to us via:

- 1) the complaint form available at: <https://inpost.pl/kontakt/zloz-reklamacje>, or
- 2) chat in InPost Mobile (the tab 'Help' → 'Contact').

- 8.2.** If you file a complaint, we may ask you for data to confirm your identity, and a description of the problem. Please note that we may not be able to help you if you do not provide us with sufficient data or a description of the problem.
- 8.3.** We will process your complaint as soon as possible, but no later than within 14 days of receiving it. When you file a complaint with us, we will send you a confirmation of receipt on the same day.
- 8.4.** We will notify you of the result of the complaint processing by sending you a message to the e-mail address you provided when submitting the complaint.

9. How do we change the Terms and Conditions?

- 9.1.** We make available the current version of the Terms and Conditions in InPost Mobile.
- 9.2.** We may change the Terms and Conditions for important reasons, which are:
 - 1) new or amended provisions of law that affect the content of the Terms and Conditions,
 - 2) obligations imposed on us by public authorities or common courts, which relate to the content of the Terms and Conditions,
 - 3) changing the scope of services we provide via InPost Mobile, including deletion or addition of new services,
 - 4) changing the way of providing the above services,
 - 5) changing the way we provide courier services, which results from technical or operational reasons or market needs, and is related to the activities of picking up or dispatching of parcels,
 - 6) changes in the way of functioning of the App itself, which may affect your rights and obligations, so they must be described in the Terms and Conditions.
 - 7) the need to improve customer support, including you and other users – this also applies to the improvement of the complaint filing process,
 - 8) the need to improve the protection of your privacy and the privacy of other users, and personal data security,
 - 9) preventing the InPost Mobile App from being used for any unintended purposes;
 - 10) improving the way the App works in terms of its stable functioning,
 - 11) changes to technical or economic conditions or market trends that apply to InPost Mobile and the services available via it,
 - 12) editorial changes, including removal of typos, correction of inappropriately used words or numbers,
 - 13) changes to our name or registration & contact details.
 - 14) updating the links to websites.
- 9.3.** When we want to change the Terms and Conditions, we will let you know about it via InPost Mobile and our website: <https://inpost.pl/regulaminy>; we may also send you a separate email.

- 9.4.** We will announce any changes to the Terms and Conditions no later than 14 days before the date on which they are to come into force, in order to give you time to familiarise yourself with the changes and accept the amended Terms and Conditions. There are four exceptions to the above-described rules, where we can make changes earlier:
- 1) if any new or amended provisions of law came up so quickly that we were unable to keep the minimum period of 14 days prior to coming into force of the amended Terms and Conditions,
 - 2) if public authorities or common courts have imposed obligations on us, which we have to meet so quickly that we cannot keep the 14 day period mentioned above,
 - 3) we grant you new rights or extend those you have had so far, without imposing any obligations or inconveniences,
 - 4) we are introducing completely new services that do not impair or replace existing services.
- 9.5.** You can accept the amended Terms and Conditions directly in InPost Mobile. If you do not accept the Terms and Conditions, we will be unable to continue providing you with access to our App. In this case, please stop using the App.

10. What other information about InPost Mobile should one know?

- 10.1.** InPost Mobile may be unavailable due to a technical interruption. We strive to make the App available 24/7, but if we need to arrange a technical interruption, we will inform you via InPost Mobile about its date and time and expected duration.
- 10.2.** If you no longer want to use InPost Mobile, you can remove the App from your device. If you want to delete your account, please contact us via our helpline at 722-444-000 or 746-600-000 (calls from landlines and mobile phones are charged as per your operator's price list) or via our e-mail address: bok@inpost.pl. This will lead to terminating our contract for providing services via InPost Mobile. You can do this any time and without giving reasons and you will not incur any costs.
- 10.3.** We may terminate the contract where the Terms and Conditions expressly stipulate it. We can also terminate it when we stop supporting InPost Mobile – we won't do it immediately, but we'll let you know a month in advance.
- 10.4.** Changing your device (without changing the phone number assigned to the App) or logging out of the App does not delete your account.
- 10.5.** As some of the services we provide are 'digital services', consumers who use them enjoy specific rights described in the Act on Consumer Rights. We have rewritten these rights in Appendix B to the Terms and Conditions. Below you will find some additional information regarding the 'digital services' and these rights:
- 1) The Act on Consumer Rights provides that 'digital services' allow the consumer to 'a) produce, process, store or have access to digital data, b) share digital data that have been transmitted or generated by the consumer or other users of that service, c) other forms of interaction with digital data',
 - 2) the digital services we provide are not connected with purchasing from us by a

- consumer any merchandise containing a digital content or digital service (or connected to them in such a way that lack of the digital content or digital service would prevent it from functioning properly),
- 3) the contract (or Terms and Conditions) under which we are required to provide a digital content or digital service (and other services), is governed by the provisions of Appendix B only if the contract or the Terms and Conditions relate to a digital content or digital service,
 - 4) Appendix B does not apply where the consumer is only required to provide personal data and we process such data only to:
 - a) to carry out a contract (or Terms and Conditions) or meet a statutory obligation, or
 - b) to improve the security, compatibility or interoperability of software offered under an open and free licence.
- 10.6.** If you have questions, requests, objections or comments, you can always contact us using the form available at: <https://inpost.pl/kontakt>.
- 10.7.** The Terms and Conditions also have appendices that regulate those of our Services, which are more extensive and thus require a detailed description of the principles of their provision. Appendices being part of the Terms and Conditions:
- 1) Appendix No. 1: Loyalty program.
 - 2) Appendix A: Terms used in the Terms and Conditions.
 - 3) Appendix B: Consumer rights in relation to digital content or service.
- 10.8.** The InPost Mobile App is intended for users in Poland, which is why we apply the provisions of the Polish law.
- 10.9.** The Terms and Conditions have been in force since 24 September 2024 and replace the previous Terms and Conditions which were in force since 1 March 2024.

Appendix No. 1: Loyalty program

I. What are the assumptions of the loyalty program?

1. In this Appendix, we describe the rules of your participation in the program. You can participate voluntarily.
2. By joining the program, you accept the rules described in the Terms and Conditions and in this Appendix.
3. The current Terms and Conditions and the program rules can be found in the App.

II. Who is a participant of the loyalty program?

1. If you are using the App with access to the program in at least '3.30' version, you are participating in the program.
2. This means that in order to participate in the program, you must:
 - 1) have an account in the App,
 - 2) accept the Terms and Conditions (in the process of setting up an account or as a result of changing the Terms and Conditions) and
 - 3) have the App version with access to the program in version '3.30' or newer.
3. The App in its most up-to-date version provides access to all the functionalities of the program. If you have an older version of the App and do not update it to the latest version with access to the program, you may not be able to use all the functionalities of the program, or even the entire program.
4. Making use of the App is required if you want to take an active part in the program.
5. Our employees can also participate in the program if they are users of the App.

III. Where can you find out about the program and do you need to participate actively?

1. The program functionalities are available in the App, in the 'Rewards' tab.
2. In the 'Rewards' tab, you can learn about the program's progress, promotions, special offers and other benefits associated with your participation in the program.
3. What is more, if you give us your consent, we will send you (e.g. by means of push notifications or other communication channels, e.g. by e-mail or SMS) information about the progress of the program. You can opt out of these notifications at any time in your account settings.
4. Participation in the program does not force you to take any action. This means that you decide for yourself whether you want to participate actively in the program. If you are not interested in the program, you do not need to e.g. get involved in the activities required to become an 'active participant' (which we refer to in Appendix A when specifying the term 'active participant') or redeem InCoins to get rewards. You can also opt out of notifications about collected InCoins at any time by contacting us at the following e-mail address: dane_osobowe@inpost.pl.

5. Using the program as an active participant, including redemption of InCoins for rewards, is also voluntary.

IV. What does the program offer to you?

1. The program is a service provided electronically, which enables you to:
 - a) accrue InCoins,
 - b) view the number of InCoins held and the history of changes in their balance,
 - c) browse the reward catalogue and exchange the accrued InCoins for available rewards,
 - d) view the available tasks for which you can get InCoins,
 - e) get access to the rewards received for InCoins redeemed.
2. As part of the program, we can introduce other functionalities of a technical nature.
3. We may also organise periodical lotteries, competitions as well as permanent and temporary promotions. We will be notifying you of them in the App.
4. The lotteries will be organised on the basis of separate rules which will be made available by the lottery operator.

V. How can you earn InCoins in the program?

1. You can accrue InCoins if your version of the App includes access to the program. Section II of this Appendix explains how to access the program in the App.
2. As part of the program, we award InCoins for permanent tasks and additional tasks.
3. Each task available in the App contains:
 - a) its name,
 - b) task details – a description of what you need to do to receive InCoins.
 - c) the number of InCoins you will receive for completing the task,
 - d) the limit - i.e. how many tasks performed will be rewarded with InCoins and when,
 - e) in the case of periodic tasks, the validity period of the task, i.e. the date range in which the task will be rewarded with InCoins,
 - f) link to the partner's website (for tasks performed in cooperation with the partner).
4. In addition to permanent tasks, we can make additional tasks available to all users or to a given group of users at any time.
5. InCoins will be awarded for performing specific actions indicated in the task.
6. We may run periodic loyalty points promotions, in which you will be entitled to an increased number of InCoins in return for permanent tasks or additional tasks performed during a certain period of time.
7. Information about loyalty points promotions will be provided at a specific task (in the App) and will include the deadline, the possible number of InCoins to be earned, and a description of the task for which you will receive an increased number of InCoins.

VI. How do InCoins accrue and how long are they valid?

1. InCoins accrue automatically after each task is completed, but no later than within 48 hours from the moment of collecting or dispatching a parcel.
2. We confirm the accrual via a push message, unless you have opted out of such form of communication in your account settings.
3. You will receive InCoins only when using the phone number assigned to your account in the App, also if you provide it during any transactions or orders. If you have provided a different phone number, you will not receive InCoins (they may be received by the user whose phone number was used in the parcel registration).
4. InCoins that you have not redeemed for rewards will expire after 24 months from the date they were awarded.
5. InCoins expire on a monthly basis, i.e. always on the first day of each new calendar month after the full 24 months elapse.
6. When you redeem or use InCoins, they are taken from the oldest to the newest (at the time they are redeemed for a reward).
8. You can also claim your InCoins in the following situations:
 - a) if you have done a task correctly and InCoins have not accrued or we have calculated them incorrectly,
 - b) if we deleted your InCoins before their expiration,
 - c) if, for reasons beyond your control, you cannot complete the task correctly, you will receive the number of InCoins provided for in that task.
9. You can also claim your InCoins via filing a complaint in the following situations:
 - d) if you have done a task correctly and we have not awarded you InCoins or have calculated them incorrectly,
 - e) if we deleted your InCoins before their expiration,
 - f) if, for reasons beyond your control, you cannot complete the task correctly, you will receive the number of InCoins provided for in that task.

VII. How do I check the history of accrued InCoins?

1. At any time, you can check every change of their balance in the App in the tab 'InCoins History', i.e.:
 - a) awarded InCoins,
 - b) InCoins redeemed for rewards,
 - c) InCoins that have expired.
 - d) InCoins awarded via filing a complaint.
2. We will gather and store the history of your transactions under the program for 24 months.
3. You have access to the history of all InCoins awarded and released in the last 24 months.
4. Products excluded from the program, for which InCoins are not awarded, are described in the App.
5. To get information about the current number of InCoins, you must be connected to the internet.
6. InCoins are not converted into PLN or exchanged for cash.
7. Unused InCoins do not expire as a result of logging out of the App.



8. If you want to get InCoins for InPost Fresh tasks, you must have an account in the InPost Fresh app with the same phone number that you provided when setting up an account in the App. A detailed description of tasks and rules for awarding InCoins to users of the InPost Fresh app will be provided in the App.
9. As a user of the InPost Fresh app, in order to obtain InCoins and exchange them for rewards, you must have a version of the App containing the program (we explain in section II of this Appendix how to get access to the program in the App).

VIII. How do I redeem points for rewards? What kind of rewards can I get?

1. As the program participant, you have access to all of the available rewards in the reward catalogue that we make available to you in the App.
2. You can exchange InCoins for rewards from the reward catalogue available in the App in the “Rewards” tab. Some rewards may only be available during a designated period or while stocks last. We will notify you of such situations in the description of the respective reward.
3. We may change the rewards catalogue. In that case, you do not lose the right to the rewards you received before such a change. The current reward catalogue is always available in the App with access to the program in a version not older than ‘3.30’.
4. We may offer you a reward in the form of a right to participate in lotteries, contests, or promotions organised from time to time, as described in sections IV.3 and IV.4 of this Appendix.
5. The reward catalogue contains information on the number of InCoins required to receive a reward, the expiry date of the reward (this applies to all rewards).
6. If you wish to redeem InCoins for a reward, make sure you have a sufficient amount of them (required for redemption, as described in the reward catalogue).
7. The reward you have received in exchange for InCoins will be recorded in ‘My rewards’ tab in the App. You can also set an option in the App so that your rewards are sent to the email you provided.
8. You cannot return a reward you got in exchange for InCoins. Also, you cannot exchange this reward for money, either.

IX. How to opt out of the program?

1. If you do not want to participate in the program, you do not have to be an active participant, in this case we invite you to read section III.4 of the Terms and Conditions. The above means that you can continue using the App and skip any functionalities related to the program. The program is part of the App, so if you do not want it to be available in the App, you must opt out of using the App as a whole and delete your account. Section 10.2 of the Terms and Conditions explains how to opt out of using the App.
2. If you set up an account again, even using the same or similar personal data, any InCoins you previously earned will not be restored.



3. Logging out of the App does not mean deleting InCoins or that they stop accruing.
4. Once you log in to the App again, you will have access to your account and transaction history.

X. Where and how can I file a complaint?

1. Complaints are dealt with in accordance with the Terms and Conditions and Polish law.
2. If you have chosen a reward, which is a voucher to redeem merchandise or service from us, then we shall be liable to you in accordance with the provisions of the Act on Consumer Rights concerning any non-conformity of goods or services. The reward will be replaced with a defect-free one only if you return the defective reward to us.
3. If you have chosen a reward which is a voucher to redeem merchandise or service from our partner, then our liability is limited to ensuring that the partner accepts such a voucher within its validity period and in accordance with the rules set out in the reward catalogue. It is the partner that is responsible to you for any such goods or services (including their quality).
4. You can also file a complaint regarding the reward when it is not possible to redeem it (for example, the reward is a discount code that is incorrect or does not activate the discount). If an error occurred on our side, we will refund you the InCoins you have redeemed for a defective reward.
5. We are not responsible for any non-conformity of a reward in kind obtained in a lottery (i.e. any non-conformity of goods or services). Any complaints regarding rewards received from a lottery operator, including replacement of a defective reward with a defect-free one, should be reported directly to the lottery operator.

XI. Any other information about the program?

In case of breaches described in sections 2.2 and 2.3 of the Terms and Conditions in relation to the Program, this may lead to the consequences described in section 2.4 of the T&Cs. Regardless of that, in cases referred to in sections 2.2 and 2.3 of the Terms and Conditions – if they concern breaches related exclusively to the program – we will request you to stop them, setting you an appropriate deadline, in any case not shorter than 7 days (counted from the next day from receiving the request). If you fail to comply with our request, we may permanently deprive you of all or part of the InCoins you have accrued (depending on the nature of the breach you have committed). We will justify any such decision and forward it to you in the App. You can file a complaint for such a decision (under the rules described in the T&Cs).



Appendix A: Terms used in these Terms and Conditions:

Below we explain (in alphabetical order) the individual terms that we use in these T&Cs and the Appendices. It does not matter whether these terms are used by us in singular or plural, or whether they are capitalised or not:

| | |
|---------------------------|--|
| active participant | This is <u>a user</u> who has completed at least one of the following activities: <ol style="list-style-type: none"> 1) granted marketing consent – in the form of push/mail/SMS, 2) completed any <u>additional task</u> from the list of all available tasks, 3) collected <u>a reward in the program</u>. |
| personal data | The data that you have provided to us when registering an Account or using the InPost Mobile App, but only if they are personal data within the meaning of the GDPR (i.e. 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)). |
| InBox | It is <u>a reward in the program</u> in the form of an electronic box, containing random <u>rewards</u> (both virtual and physical). Inbox is an additional reward, which may appear from time to time in <u>the program</u> – if it appears, detailed rules for granting it will be described in separate T&Cs which we will make available to you in the App. If you want to use Inbox, you may be required to accept additional terms and conditions or privacy policy, and to make additional statements or to provide personal data. |
| InCoins | These are the points you get for completing various <u>tasks</u> you undertake via InPost Mobile. If the terms of a particular Service so provide, InCoins may be redeemed for certain benefits. |
| InPost | We are InPost, a limited liability company. We are based in Krakow at 4 Pana Tadeusza Street, and our postal code is: 30-727. Here are our registration data: we are entered in the Register of Entrepreneurs kept by the District Court for Krakow - Śródmieście in Krakow, XI Business Division of the National Court Register, under entry number KRS : 0000543759, our TIN is: 6793108059, and our share capital amounts to PLN 116 278 450.00. You can contact us via our hotline at 722-444-000 or 746-600-000 (calls from landlines and |

InPost Mobile App – Terms and Conditions

In force as from 24 September 2024



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| | mobile phones are charged as per your operator's price list) or via our e-mail address: bok@inpost.pl . |
| InPost Mobile or the App | This is our mobile application that you can use after setting up <u>an account</u> . |
| reward catalogue | This is a list of rewards available in the loyalty program in the 'Rewards Catalogue' tab. |
| consumer | This is a person defined by law as a 'natural person'. If such a person uses InPost Mobile in a way that is not directly related to their business or professional activity, then they have special rights granted by law, which we will point out in <u>the Terms and Conditions</u> . In some situations, these rights will also apply to a natural person who runs business activity and has entered into a contract with us directly in connection with that business activity, but the contract is not of a professional nature for that person (as is apparent from its content). |
| account | A profile created by you, by which we identify you in <u>the App</u> and through which you can use <u>the App</u> . |
| limits | They inform you in <u>the program</u> about the maximum number of tasks performed by you that will be rewarded with <u>InCoins</u> and when. See the task sheet for details about <u>limits</u> . |
| rewards | You can get them when you redeem <u>InCoins</u> under <u>the program</u> , as long as they are available in <u>the Reward Catalogue</u> . |
| coupon | A unique electronic code stored in your <u>account</u> , so that you can redeem your <u>reward</u> with us or with a <u>program partner</u> . |
| parcel | This is a shipment that we accept and deliver in accordance with other agreements, on the basis of which we provide Courier Services. |
| partner | This is the entity from which we receive <u>rewards</u> . |
| loyalty points promotion | It is a temporary action in the program, in which – for a certain period of time – you can get an increased number of InCoins for completion of permanent tasks or periodic tasks. |
| program | The service which we described in detail in Appendix 1, which is our loyalty program (it is operated by us), and which is addressed to users. |
| technical interruption | We announce it if there is a technical failure or if we make changes to InPost Mobile App or maintain our servers. During a Technical Interruption you may not be able to use your Account or Services. |
| terms and conditions | This document, which governs rights and obligations, both yours and ours. |
| courier T&Cs | This is what we call a separate set of terms and conditions in which |

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| | we define the rights and obligations related to dispatching and delivering of parcels, i.e. the provision of Courier Services. |
| force majeure | This is what we call an event that is beyond your or our control that occurred independently of you and us, and neither of us could have foreseen or prevented it. |
| your parcel | This is a Parcel addressed to you. We know this because the sender of this Parcel gave us the addressee's phone number, which is the same as the phone number you provided when registering your Account. |
| device | A smartphone or tablet that meets the technical requirements described in the Terms and Conditions, which allows you to use InPost Mobile. |
| services | All services and functionalities provided by us available in InPost Mobile. In most cases, these will be services provided exclusively via InPost Mobile (i.e. electronically). |
| courier services | These are the services we provide in relation to Parcels, consisting in receiving, sorting, carriage and delivery. We provide them on the basis of separately concluded agreements for Courier Services which may be provided based on e.g. courier T&Cs. |
| user | People who use InPost Mobile, including you. In these Terms and Conditions, we will address you directly, and the other people using the App will be referred to as "Users". |
| Paczkomat® or Parcel Locker: | This is a device being part of our network with boxes/compartments from which you can pick up your Parcel or via which you can dispatch one. |
| tasks | These may be periodic tasks or permanent tasks. |
| periodic tasks | We call them 'Challenges' in the App . If you complete them, you will receive the number of InCoins specified by us. Periodic tasks are only available for a certain period of time, after which you cannot complete them in exchange for InCoins . |
| permanent task | These tasks are also called 'Challenges' in the App . If you complete them, you will receive the number of InCoins specified by us. Permanent tasks may be completed at any time and are not time-limited. |

Appendix B: Consumer rights in relation to digital content or digital service:

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| The full content of the legal regulations | Summary of key information: |
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| (according to the Act on Consumer Rights): | |
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| <p>Article 43j</p> <p>1. The entrepreneur shall supply the digital content or digital service to the consumer immediately after concluding the contract, unless the parties agreed otherwise.</p> <p>2. A digital content shall be deemed to have been supplied when the digital content or a medium which makes it possible to access the digital content or to download it has been made available to the consumer or to a physical or virtual device which the consumer themselves has chosen for that purpose, or when the consumer or such device has gained access to it.</p> <p>3. A digital service shall be deemed to have been supplied when the consumer or a physical or virtual device which the consumer themselves has chosen for that purpose has gained access to it.</p> <p>4. If the entrepreneur has not supplied the digital content or digital service, the consumer shall request the entrepreneur to supply it. If the entrepreneur does not supply the digital content or digital service immediately or within an additional time period expressly agreed by the parties, the consumer may withdraw from the contract.</p> <p>5. The consumer may withdraw from the contract without first requesting supply of the digital content or digital service if:</p> <p style="margin-left: 20px;">1) it is clear from the statement made by the entrepreneur or the circumstances that they will not provide the digital content or digital service, or</p> <p style="margin-left: 20px;">(2) the consumer and the entrepreneur agreed or it is clear from the circumstances of the contract conclusion that the specified time limit for the supply of the digital content or digital service was important for the consumer and the entrepreneur did not supply it within that time limit.</p> <p>6. The burden of proof of the digital content or digital service supply shall lie with the entrepreneur.</p> <p>7. In the event of withdrawal from the contract by the consumer, the provision of Article 43o shall apply accordingly.</p> <p>8. Para. 1-7 shall not apply where the contract provides for supply of the digital content via a physical medium.</p> | <p>Services that are a digital 'content' or 'service' will be made available to you immediately, unless before selecting them we informed you about a different supply date. If you do not have access to the digital content/service you selected, you can request us to supply it. You also have the right to withdraw from the contract on the terms described in the discussed provision.</p> |
| <p>Article 43k</p> <p>1. A digital content or digital service is in conformity with the contract if, in particular, their following features are conforming:</p> <p style="margin-left: 20px;">1) description, type, quantity, quality, completeness, functionality, compatibility, interoperability and availability of technical support and updates;</p> <p style="margin-left: 20px;">2) fitness for a particular purpose for which they are needed by the consumer, of which the consumer notified the entrepreneur at the latest at the time of concluding the contract and which the entrepreneur accepted.</p> <p>2. In addition, a digital content or digital service must, in order to be considered to be in conformity with the contract:</p> <p style="margin-left: 20px;">1) be suitable for the purposes for which a digital content or digital service of this kind is normally used, taking into account the applicable law, technical standards or good practices;</p> | <p>Examples of whether a digital product you are offered complies with the terms and conditions are set out in the discussed provision. This also applies to updates of digital content or service (which are necessary to retain the conformity of the content/service with <u>the terms and conditions</u>). We will not be liable for any non-conformity of the digital content/service with</p> |

(2) be available in such quantity and have such features, including functionality, compatibility, availability, continuity and security, as are typical of any digital content or digital service of this kind and which the consumer can reasonably expect, given the nature of the digital content or digital service and the public assurances made by the entrepreneur, their legal predecessors or persons acting on the entrepreneur's behalf, in particular in advertising or on the label, unless the entrepreneur demonstrates that:

- (a) they did not know of the public assurance given and, judging reasonably, could not have known about it;
- (b) prior to the contract conclusion, the public assurance was rectified in accordance with the conditions and form in which the public assurance was made or in a comparable manner;
- (c) the public assurance did not affect the consumer's decision to enter into the contract;

3) be supplied with accessories and instructions which the consumer can reasonably expect to be provided with;

4) comply with the trial version or trailer that was made available to the consumer by the entrepreneur before concluding the contract.

3. The entrepreneur shall inform the consumer of any updates, including those concerning safeguards, necessary to ensure conformity of the digital content or digital service and shall supply them to the consumer for the period:

1) of supplying the digital content or digital service as defined in the contract under which the supply is made on a continuous basis, or

(2) reasonably expected by the consumer, taking into account the nature of the digital content or digital service and the purpose for which it is used, and the circumstances and nature of the contract, where the contract provides for a one-off or partial supply of the digital content or digital service.

4. If the consumer does not install, within a reasonable time period, any updates provided by the entrepreneur in accordance with para.

3, the entrepreneur shall not be liable for any non-conformity of the digital content or digital service resulting solely from the lack of updates, if:

1) the entrepreneur informed the consumer about the update and the consequences of failing to install it;

2) the failure to install or incorrect installation of the update did not result from errors in the installation instructions provided by the entrepreneur.

5. The entrepreneur shall not be liable for any non-conformity of the digital content or digital service to the extent referred to in para. 2 or 3 if the consumer, at the latest at the time of concluding the contract, was clearly informed that a particular feature of the digital content or digital service differs from the conformity

the contract (or terms and conditions) if prior to selecting it (e.g. before setting up an account) we expressly informed you that a feature of this product differs from those described in the aforementioned para. 2 of the discussed provision and you accepted it expressly and separately. What is more, if we informed you about the need to make an update and about the consequences of skipping it (and we did not provide you with incorrect information on how to make the update) and yet you did not complete the update within a reasonable time period, in that case we will not be liable for any non-conformity of the digital content/service with the contract (or terms and conditions) - solely due to the lack of updates.



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| <p>requirements set out in para. 2 or 3 and the consumer expressly and separately accepted the absence of a specific feature of the digital content or digital service.</p> <p>6. Where the contract provides for supply of digital content or digital service on a continuous basis, the digital content or digital service must remain conforming for the period of supply specified in the contract.</p> <p>7. The digital content or digital service shall be provided in the latest version available at the time of concluding the contract, unless the parties agreed otherwise.</p> <p>8. For the integration of a digital content or digital service, Article 43b(5) shall apply accordingly.</p> | |
| <p>Article 43l</p> <p>1. The entrepreneur is liable for non-conformity of the digital content or digital service, supplied via one-off or partial delivery, which existed at the time of delivery and was revealed within two years from that moment. It is presumed that non-conformity of the digital content or digital service, which was revealed within one year of the delivery of the digital content or digital service, existed at the time of delivery.</p> <p>2. The entrepreneur may not invoke the expiry of the time limit for determining non-conformity of the digital content or digital service referred to in para. 1, if the entrepreneur fraudulently concealed it.</p> <p>3. The entrepreneur is liable for non-conformity of the digital content or digital service supplied on a continuous basis, which occurred or was revealed at the time when, in accordance with the contract, they were to be supplied. Non-conformity of the digital content or digital service shall be presumed to have occurred at that time if it was revealed at that time.</p> <p>4. The entrepreneur shall be liable for any non-conformity of the digital content or digital service to the extent regulated in Article 43k(3), which occurred within the time specified in that provision.</p> <p>5. The presumptions referred to in para.1 and 3 shall not apply if:</p> <ul style="list-style-type: none"> 1) the consumer's digital environment is incompatible with the technical requirements, of which the entrepreneur informed them in a clear and understandable manner before concluding the contract; (2) the consumer, who was informed before concluding the contract in a clear and comprehensible manner about the obligation to cooperate with the entrepreneur to a reasonable extent and using the least onerous technical means to determine whether the non-conformity of the digital content or digital service is due to the characteristics of the consumer's digital environment, does not meet this obligation. | <p>We are responsible for any non-conformity of the digital content/service with the contract (or the terms and conditions) if it is revealed within two years from the date of delivery of the digital content/service. The regulations protect your rights, but in certain situations this protection is limited (as described in para. 5 of the discussed provision).</p> |
| <p>Article 43m</p> <p>1. If the digital content or digital service is nonconforming, the</p> | <p>If the digital content/service is</p> |



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| <p>consumer may demand that it be brought into conformity.</p> <p>2. An entrepreneur may refuse to bring the digital content or digital service into conformity if it is impossible to bring the digital content or digital service into conformity or if it requires excessive costs to be incurred by the entrepreneur.</p> <p>3. When assessing the excessive costs for the entrepreneur, account shall be taken of all the circumstances of the case, in particular the importance of the digital content or digital service non-conformity and the conforming digital content or digital service value.</p> <p>4. The entrepreneur shall bring the digital content or digital service into conformity within a reasonable period of time after being notified by the consumer of the non-conformity 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 digital service into conformity shall be borne by the entrepreneur.</p> | <p>nonconforming with the contract (or <u>terms and conditions</u>), you can request us to rectify this non-conformity. We may remedy the non-conformity within a reasonable period of time and without excessive inconvenience to you, unless it is impossible to bring the digital content/service into conformity with the contract (or <u>terms and conditions</u>) or if this requires excessive costs on our part.</p> |
| <p>Article 43n</p> <p>1. If the digital content or digital service is nonconforming, the consumer may make a declaration on requesting price reduction or on withdrawal from the contract when:</p> <ul style="list-style-type: none">1) bringing the digital content or digital service into conformity with the contract is impossible or requires excessive costs pursuant to Article 43m para. (2) and (3);2) the entrepreneur has not brought the digital content or digital service into conformity with the contract in accordance with Article 43m para.(4);3) the non-conformity of the digital content or digital service continues, even though the entrepreneur has tried to bring the digital content or digital service into conformity with the contract;(4) the non-conformity of the digital content or digital service is of such importance that it justifies a reduction in price or withdrawal from the contract without first using the remedy referred to in Article 43m;(5) it is clear from the entrepreneur's statement or the circumstances that they will not bring the digital content or digital service into conformity within a reasonable period of time or without undue inconvenience to the consumer. <p>2. The reduced price must be in the same proportion to the contractual price as the proportion of the value of the non-conforming digital content or digital service to the value of the conforming digital content or digital service. Where the contract stipulates that the digital content or digital service is supplied in parts or on a continuous basis, the price reduction shall take into account the time during which the digital content or digital service remained nonconforming.</p> <p>3. The consumer may not withdraw from the contract if the digital content or digital service is supplied in exchange for payment of a</p> | <p>In the situations described in this provision, you can request a price reduction or withdraw from the contract. You cannot withdraw from the contract if the digital content/service is chargeable and the non-conformity with the contract (or <u>terms and conditions</u>) is immaterial – but we have to prove that this non-conformity is immaterial.</p> |



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| <p><i>price and the non-conformity of the digital content or digital service is immaterial. The non-conformity of the digital content or digital service with the contract is presumed to be material.</i></p> | |
| <p>Article 43o</p> <p>1. After withdrawal from the contract, the entrepreneur may not use any content other than personal data provided or generated by the consumer in the course of using the digital content or digital service provided by the entrepreneur, except for any content that:</p> <ol style="list-style-type: none"> 1) is only useful in connection with the digital content or digital service that was the subject of the contract; 2) concerns only the consumer's activity in the course of using the digital content or digital service that was the subject of the contract; 3) was combined by the entrepreneur with other data and cannot be separated without excessive difficulty; 4) was generated by the consumer together with other consumers who can still use them. <p>2. The entrepreneur shall make available to the consumer, at the consumer's request and at the entrepreneur's expense, within a reasonable period of time and in a commonly used machine-readable format, the content generated or supplied by the consumer in the course of using the digital content or digital service, other than personal data, with the exception of the content referred to in para. 1, items 1 to 3.</p> <p>3. The entrepreneur may request that the physical medium on which they provided the digital content be returned within 14 days from the date of receiving the consumer's statement of withdrawal from the contract. The consumer shall return the medium immediately and at the expense of the entrepreneur.</p> <p>4. The entrepreneur is not entitled to demand payment for the time during which the digital content or digital service was nonconforming, even if the consumer actually used it before withdrawing from the contract.</p> <p>5. The entrepreneur is required to refund the price only in the part corresponding to the digital content or service that was nonconforming, and in the part corresponding to the digital content or digital service which was no longer required to be supplied as a result of withdrawal from the contract.</p> <p>6. The entrepreneur is required to reimburse the consumer the price due as a result of exercising the right to withdraw from the contract or to the price reduction immediately, but no later than within 14 days from the date of receiving the consumer's statement on withdrawal from the contract or on price reduction.</p> <p>7. The entrepreneur shall refund the price using the same method of payment as the consumer, unless the consumer expressly agreed to a different method of refund which does not entail any costs for them.</p> | <p>The provision describes how and to what extent we can process the data provided by you if you withdraw from the contract, availing yourself of your rights described in this Appendix. The provision also states how you can access the data. Moreover, the provision specifies the rules for reimbursement of the price for nonconforming digital content/service, if you choose to exercise the right of withdrawal described in the Appendix.</p> |



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| <p>Article 43p.</p> <p>1. <i>The entrepreneur may amend the digital content or digital service that is not necessary to maintain its conformity with the contract only if the contract so provides and only for justified reasons indicated in the contract. However, the entrepreneur cannot amend a digital content or digital service provided on the one-off basis.</i></p> <p>2. <i>The amendment referred to in para. 1 shall not entail any costs for the consumer.</i></p> <p>3. <i>The entrepreneur is required to inform the consumer in a clear and understandable manner about the amendment referred to in para. 1.</i></p> | <p>If we provide you with a digital content/service on a continuous basis or in parts, we may change it if the contract (<u>terms and conditions</u>) provides for this possibility and justifies such changes. Any change does not involve any costs on your part. We will notify you of such a change.</p> |
| <p>Article 43q</p> <p>1. <i>If the amendment referred to in Article 43p para. 1 significantly and negatively affects the consumer's access to or use of the digital content or digital service, the entrepreneur shall inform the consumer in advance and on a durable medium about the characteristics and timing of the amendment and the right referred to in para. 2 or 3.</i></p> <p>2. <i>In the case referred to in para. 1, the consumer may terminate the contract without notice within 30 days of the date of the amendment referred to in Article 43p para. 1 or notification of the amendment if it took place later than that amendment. The provisions of Article 43o shall apply accordingly.</i></p> <p>3. <i>Provisions of para.2 shall not apply if the entrepreneur provided the consumer with the right to retain, at no additional cost, the conforming digital content or digital service in an unchanged form.</i></p> | <p>If we want to make a change to the digital content/service that is material and negatively affects your access to or use of the digital content/service, we have to notify you in advance and in an appropriate manner. If you cannot, at no additional cost, keep the digital content/service unchanged, you have the right to terminate the contract.</p> |
| <p>Article 32a</p> <p>1. <i>In the event of withdrawal from the contract for supply of digital content or digital service, as from the day of receiving the consumer's declaration on withdrawal from the contract, the entrepreneur may not use any content other than personal data provided or generated by the consumer in the course of using the digital content or digital service provided by the entrepreneur, except for any content that:</i></p> <ul style="list-style-type: none"> 1) <i>is only useful in connection with the digital content or digital service that was the subject of the contract;</i> 2) <i>concerns only the consumer's activity in the course of using the digital content or digital service provided by the entrepreneur;</i> 3) <i>was combined by the entrepreneur with other data and cannot be separated from them or can only be separated with a disproportionate effort;</i> 4) <i>was generated by the consumer together with other consumers who can still use them.</i> | <p>The regulation sets out the rules for our use of information (other than personal data) in the event that you withdraw from a contract for supply of digital content/service, and our rights to block access to digital content/services. The regulation also specifies your rights to obtain the content you have provided.</p> |



2. Except for cases referred to in para. 1, items 1 to 3, the entrepreneur shall, at the consumer's request, make available to the consumer content other than personal data that was provided or generated by the consumer in the course of using the digital content or digital service provided by the entrepreneur.

3. The consumer has the right to recover the digital content from the entrepreneur free of charge, without hindrance on the part of the entrepreneur, within a reasonable time and in a commonly used machine-readable format.

4. In the event of withdrawal from the contract, the entrepreneur may prevent the consumer from continuing the use of the digital content or digital service, in particular by preventing the consumer from accessing the digital content or digital service or by blocking the user account. This provision shall not affect the consumer rights referred to in para. 2.