

1. General provisions

- 1.1. The capitalised terms used in the present Terms and Conditions, irrespective of their plurality or singularity, shall be defined as follows:
- a) **Terms and Conditions** – the present Terms & Conditions
 - b) **Parcel Manager or PM**: a web application belonging to the Service Provider available on the website: <http://manager.paczkomaty.pl>, used to handle orders for Postal Services (and orders for other services available therein or purchase of goods) using an Account, including ordering and paying for these services or paying the price for the goods (as long as the User does not have a separate agreement governing the payment rules for these services or goods), made available to the User free of charge after creating the Account,
 - c) **Services**: all functionalities of the MP made available to the User by the Service Provider, and in particular the services described in item 2 of the Terms and Conditions, constituting services provided electronically within the meaning of the provisions of the Act of 18 July 2002 on the provision of electronic services (full text in the Polish Journal of Laws of 2020, item 344, as amended),
 - d) **Postal services**: services within the meaning of the Postal Law (Journal of Laws of 2012, item 1529, as amended), including services related to courier shipments, and transport services related to freight shipments within the meaning of the Transport Law (Journal of Laws 1984 No. 53, item 272, as amended), specified in the relevant Terms and Conditions of Postal Services, which in whole or in part are also offered through the PM,
 - e) **Terms and Conditions of Postal Services**: Terms and Conditions of the Service Provider, available at <https://inpost.pl>, specifying the rules and provision method of Postal Services. Whenever the Terms and Conditions refer to the relevant Terms and Conditions of Postal Services, it should be understood as the regulations applicable to the Postal Service selected in the PM,
 - f) **Account**: a set of permissions made available by the Service Provider to the User following their Account registration in the PM, individualizing the User and enabling access to the functionalities of the PM,
 - g) **User**: a natural person with full legal capacity, a legal person, an organizational unit without legal personality, which is granted legal capacity by law, or another entity that has created an Account by registering in PM,
 - h) **Consumer**: a natural person performing a legal action with the Service Provider (including the conclusion of a contract for the provision of services covered by the Terms and Condition) not directly related to their business or professional activity or a natural person running a sole proprietorship, if the conclusion of the above-mentioned contracts is directly related to their business activity, but the content of these contracts demonstrates that they are not of a professional nature for this person,
 - i) **Service Provider**: InPost Spółka z ograniczoną odpowiedzialnością with its registered office in Kraków at ul. Pana Tadeusza 4, 30-727 Kraków, entered into the Register of Entrepreneurs kept by the District Court for Kraków - Śródmieście in Kraków, 11th Commercial Division of the National Court Register under KRS number: 0000543759, NIP [tax ID]: 6793108059, initial capital: PLN 116 278 450.00,
 - j) **Personal Data**: information entered by the User, and collected by the Service Provider during the registration of the Account in the PM and in the course of its use, constituting personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation),
 - k) **Technical Interruption**: temporary shutdown of PM in its entirety or in part, related to the failure of PM, the need to maintain servers, modernization or reconstruction of PM, during which it is not possible to use the Services,
 - l) **Capital Group**: InPost S.A. (Luxembourg joint-stock company, société anonyme) with its registered office in Luxembourg, address: 70, route d'Esch, L-1470 Luxembourg, Grand Duchy of Luxembourg, entered into the Luxembourg Register of Entrepreneurs (RCS) under number B248669, with tax identification number LU 2020 22 05594, with share capital of EUR 5 000 000, together with its subsidiaries, including the Service Provider,
 - m) **Force Majeure**: an external event that the User and the Service User could not have foreseen and could not have prevented, preventing the use of the exercise of the Terms and Conditions in whole or in part, permanently or for a certain period of time, which the User or the Service Provider could not have prevented with due diligence, and which was not the result of errors or negligence of the User or the Service Provider affected by its occurrence.
- 1.2. The Services offered on the basis of the Terms and Conditions are not subject to the Act of 19 August 2011 on payment services (Journal of Laws No. 199, item 1175, as amended) due to the exclusion contained in art. 6 item 11 of thereof.
- 1.3. Unless otherwise specified in the relevant Terms and Conditions of Postal Services, the Services offered on the basis of the Terms and Conditions do not constitute Postal Services within the meaning of the Act of 23 November 2012 Postal Law (Journal of Laws of 2012, item 1529, as amended).
- 1.4. All information, requests and questions for which the present Terms and Conditions do not specify any form of communication should be sent via the contact channels indicated at: <https://inpost.pl/kontakt>.

2. Subject and Scope of Services

- 2.1. As part of the use of PM, the User, subject to items 5.11 - 5.13 of the Terms and Conditions, may use the following Services to:
 - a) get acquainted with the offer for Postal Services offered by the Service Provider,
 - b) prepare documents required to conclude the contract for the provision of postal services, as required on the basis of the relevant Terms and Conditions of Postal Services,
 - c) catalogue orders for Postal Services,
 - d) make prepayments and payments for Postal Services subject to the terms and in the manner provided for in the relevant Terms and Conditions of Postal Services and in item 7 of the Terms and Conditions,
 - e) conclude distance contracts for the provision of Postal Services or sales contracts, if the User does not use PM in performing a separate contract for the provision of Postal Services or a sales contract concluded with the Service Provider,
 - f) conclude contracts for the sale of goods, if the sale of such goods is made available within the framework of the Account,
 - g) use other Services described in the Terms and Conditions of Postal Services, or in these Terms and Conditions.
- 2.2. The amount of fees referred to in item 2.1d of the Terms and Conditions, depends on the number and parameters of parcels sent as part of the Postal Services, and the prices specified for these services in the relevant Terms and Conditions of Postal Services, a separate service agreement or other price list binding on the User, whereby this price is determined on the basis of the price applicable at the time of payment for the Postal Service by the User.
- 2.3. The Service Provider does not apply an individual adjustment of the price of the Service to the Consumer as part of a given purchase transaction of this Service from the Service Provider as part of automated decisions – if such Services are subject to a fee. In particular, the Service Provider does not individually adjust the price for the Service for the Consumer on the basis of algorithms based in particular on the Consumer's actions (including previous ones) or based on their preferences (automated decision-making).
- 2.4. PM does not offer or provide services and functionalities consisting in entering, editing or publishing opinions within PM from Consumers who have purchased a given good or service using the PM.

3. Rules for using the Parcel Manager

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

4. Technical Requirements and Technical Interruption

- 4.1. The User must meet the following minimum technical requirements to use the PM:
 - a) Internet connection,
 - b) using a web browser:
 - Chrome - the latest version;
 - MS Edge - the two most recent major versions;
 - Safari – the two most recent major versions;
 - iOS - the two most recent major versions;
 - Android - the two most recent major versions;
 - Firefox - the latest version and releases with extended support

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

5. Registration in the Parcel Manager and creation of an Account

- 5.1. Using the PM requires registration and its confirmation, which is tantamount to creating and activating an Account in PM and concluding a contract for an indefinite period for the provision of Services by electronic means with the Service Provider. Registration takes place via the website: <https://manager.paczkomaty.pl/register>, and after completing the form, an e-mail will be sent to the provided address to confirm acceptance.
- 5.2. Registration with PM and maintaining an Account are free of charge.
- 5.3. Registration with PM requires passing the registration process via the registration form included in the PM and confirmation of registration, which takes place by selecting (clicking) the link provided in the e-mail sent immediately after the registration.
- 5.4. In the course of registration, the potential User provides Personal Data and may additionally consent to the processing of this data by the Service Provider for marketing purposes, which should be understood as sending the User information of an advertising nature.
- 5.5. For the effective registration and use of the Services and Postal Services, the User is obliged to provide the true and used e-mail address in the registration form and select their appropriate legal form. If an incorrect e-mail address is provided, all statements and information sent by the Service Provider to the User to the e-mail address provided at the time of registration shall be deemed to have been correctly served. The Service Provider further informs that for technical reasons it is not possible to change the e-mail address used when registering with PM. Changing the e-mail address is only possible by creating a new Account using the new e-mail address.
- 5.6. The user will receive an e-mail confirming the registration to the e-mail address indicated by them in the registration form.
- 5.7. The Service Provider may require Users who are not Consumers to submit a copy of the certificate of assignment of the tax identification number or information corresponding to the current excerpt from the Register of Entrepreneurs of the National Court Register in the event that the registration of the PM Account by this User proves impossible, due to existence of an Account with the same TIN or suspicion, that the User used the TIN number of another entity.
- 5.8. Regardless of the request referred to in the preceding item, the Service Provider may, at any time, verify the User's data provided during registration in terms of compliance of the registration with the provisions of the Terms and Conditions.
- 5.9. The Service Provider reserves the right to delete the User Account also if the User has not logged in to this Account for a continuous period of 12 months. The User will be notified about the deletion of the Account in an e-mail sent to the e-mail address used when registering with PM. If the User, in the situation referred to above, still holds the funds referred to in item 8 of the Terms and Conditions credited to the Account, and has the status of a Consumer ("Individual" account), these funds will be returned to such a user in accordance with item 8.5 of the Terms and Conditions.
- 5.10. As part of the PM, users can set up one of three types of Accounts:
 - a) Individual
 - b) Domestic company
 - c) Foreign company
- 5.11. An account of the Individual type is dedicated to Consumers and the provisions of the Terms and Conditions and the Terms and Conditions of Postal Services regarding Consumers shall apply to it. Due to the above, under this Account, the scope of Services offered may differ from the Services offered under the Domestic Company and Foreign Company Accounts.
- 5.12. The Domestic Company and Foreign Company account is dedicated to entities that use the PM for purposes directly related to their business or professional activity (i.e. they do not use the PM as Consumers). Due to the above, under this Account, the scope of Services offered may differ from the Services offered under a Consumer Account.
- 5.13. The catalogue of Services available under the Individual Account and the Domestic Company and Foreign Company Accounts is each time listed in the PM.
- 5.14. The User declares that they are entitled to set up or use the Account, in particular that they have authorization or an appropriate power of attorney in this respect. In the above scope, the Service Provider is not responsible for the actions or omissions of the User and persons on whose behalf the User acts. The Service Provider further notifies that in accordance with generally applicable regulations, the one who concluded the contract on behalf of another may be, among other things, obliged to repair the damage suffered by the Service Provider due to the fact that they concluded the contract without knowing about the lack of authorization or about exceeding its scope.

6. Personal Data

- 6.1. The Controller of your Personal Data is the Service Provider, i.e. InPost Spółka z ograniczoną odpowiedzialnością with its registered office in Kraków at ul. Pana Tadeusza 4, 30-727 Kraków.
- 6.2. Personal Data is processed in order to implement the Services and functionalities offered in the PM on the basis of the present Terms and Conditions, for the purposes of handling complaints and – in the event of consent to certain forms of contact indicated in the registration form – for marketing purposes. Detailed information on the processing of Personal Data, including the subjective rights of Users and the use of cookies in the PM can be found in our Privacy Policy, at: <https://inpost.pl/polityka-prywatnosci>.

7. License

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

8. Funds in the Parcel Manager and payment for Postal Services

- 8.1. The User may top up the Account with funds in order to pay for the Postal Services or purchase the assortment offered as part of the PM. The funds paid as part of the top-up constitute a prepayment ("pre-paid") for the Postal Services or to pay for the assortment referred to above, so the User may use these funds only to pay for the Postal Services or the price of the purchased assortment.
- 8.2. The top-up referred to in the preceding point takes place "in advance", via the online payment platform operated by PayPro S.A., with its registered office in Poznań, 60-327 Poznań, at ul. Pastelowa 8, KRS number: 0000347935, NIP number: 779-236-98-87. All claims related to non-performance or improper performance of the payment service should be addressed directly to PayPro S.A. The method of submitting complaints in connection with payments handled by PayPro S.A. is specified in the regulations of the PayPro S.A. operator, available at: <https://www.przelewy24.pl/reklamacje>.
- 8.3. The amount of funds paid as part of the top-up is visible on the Account and constitutes the maximum limit of these funds that can be used by the User to pay for the Postal Services or the purchase of the assortment offered in PM (subject to the provisions of the sales regulations of this assortment, available in PM at the time of its purchase). The Service Provider may, as part of marketing activities and on the basis of separate agreements, grant the User a bonus in the form of an increase in the maximum limit, which does not constitute a deposit of funds by the Service Provider to the User's Account, and thus the bonus acquired in this way is not subject to returns, in accordance with the provisions of item 8.6 of the Terms and Conditions.
- 8.4. The amount paid as part of the top-up is refundable if the User submits a request for withdrawal of funds to the Service Provider via the complaint form available at: <https://inpost.pl/reklamacja>. The application must include the bank account number where the funds are to be returned. If the User is not a Consumer, the Service Provider will charge a commission of 1.9% for handling the return of unused funds.
- 8.5. The Service Provider shall return the unused funds to a Consumer. The User may not withdraw funds that they used to pay for the Postal Services or the purchase of the assortment offered in PM, or funds that were granted to them by the Service Provider as part of marketing or commercial activities. The above does not apply to funds paid in by the User, and unduly collected by the Service Provider, which have been returned to the Service Recipient to the Account, and in the situation specified in item 8.12 below.
- 8.6. The Service Provider may receive a VAT invoice for topping up the Account if it chooses to receive such an invoice in the process of topping up the Account. The VAT invoice will be issued in electronic form. The above invoice does not constitute an invoice for the order of individual Postal Services payable with the use of top-up funds. In addition, the Service Provider shall issue a VAT invoice at the User's request submitted before the expiry of three months, counting from the end of the month in which the top-up was made in accordance with the provisions of section 1 above. The application containing the data for which the invoice is to be issued, such as: name and surname/company name, TIN, e-mail address and e-mail address to which the account has been created in PM, street name, office/house/flat number, postal code and location, may be submitted to the Service Provider's address indicated in item 1.1.j of the Terms and Conditions, or to the e-mail address: faktura.elektroniczna@paczkomaty.pl.
- 8.7. Payment for the Postal Service order is collected from the User Account in PM at the time of generating the shipping label for the parcel (after selecting the "Pay, print and send" option or the "Pay" option in the "My Parcels" tab). Payment for the purchase of the assortment offered in PM takes place after placing an order for this assortment (after selecting the "Create order" option in the "InStore" tab).
- 8.8. The fee for using the additional service – the Pickup Service – in the amount indicated in the Terms and Conditions of Postal Services is charged from the User Account in PM only after selecting the "Order Courier" option in the "My Parcels" tab (after

defining the Collection Point with additional data required in PM when defining this Collection Point). The Operator or Service Provider may exempt the User from the fee for using the additional service – the Pickup Service – subject to the terms described in the Terms and Conditions of Postal Services. Refunds for the service in the event of undue collection are made using the online form available at: <https://inpost.pl/reklamacja>.

- 8.9. Ordering the Postal Service by the User as well as purchasing the assortment offered in PM is possible only as long as the User has sufficient funds in the PM Account to cover the fee for this service or assortment. In the event of a lack of funds or insufficient amount of funds, the order will not be made and the User will receive a message about the lack of sufficient funds to pay for the Postal Service for the parcels indicated by them or to pay for the assortment selected by them.
- 8.10. If the Terms and Conditions of Postal Services specify additional fees for the Postal Service charged after payment in the manner specified in item 8.7 of the Terms and Conditions, in the event that these fees are charged by the Service Provider or the Operator, the amount of these fees will be charged from the funds available on the PM Account. All information on additional fees is presented in detail in the Payments /Transaction History tab.
- 8.11. In the event that the amount of fees referred to in the preceding item of the Terms and Conditions is higher than the amount of funds on the User's Account in PM, the Service Provider will notify the User about this fact in a separate e-mail, and the missing amount will be collected from the funds paid as part of the next or subsequent top-ups. The User will be notified about each debiting performed in this way in a separate e-mail. In the event of failure to make payments by the User, or in the event of deletion of the Account in PM, the Service Provider may claim payment for the ordered Postal Service on general terms.
- 8.12. In the event of failure to use the shipping label referred to in item 8.7 of the Terms and Conditions, within the period of its validity specified in the Terms and Conditions of Postal Services, the Service Provider shall, at the request of the User, return to their PM Account an amount equal to the amount debited from this Account when generating this label. The return will be made within 14 days counted from the day following the day on which the User submitted the return request. A refund request can be made via the form: <https://inpost.pl/formularz-kontaktowy>.
- 8.13. The provisions of the Terms and Conditions of Postal Services, the sales regulations of the assortment available in PM and written contracts with the User may regulate the rules of payment for Postal Services separately and differently. In this case, the provisions of written contracts, the Postal Services Regulations and the sales regulations of the assortment available in the PM shall prevail.
- 8.14. The Service Provider does not apply an individual adjustment of the price of the Service to the Consumer as part of a given purchase transaction of this Service from the Service Provider – if such Services are subject to a fee. In particular, the Service Provider does not individually adjust the price for the Service for the Consumer on the basis of algorithms based in particular on the Consumer's actions (including previous ones) or based on their preferences (automated decision-making).

9. Liability of the Service Provider

- 9.1. In accordance with the Terms and Conditions, the Service Provider is responsible for non-performance or improper performance of the Service, which should be understood in particular as failure to transfer the order for the Postal Service, preventing the preparation of documents required to conclude a contract for the provision of Postal Services or preventing payment for Postal Services.
- 9.2. A Technical Interruption does not constitute non-performance or improper performance of the Service if it was announced in the manner specified in item 4.5 of the Terms and Conditions. Thus, the Service Provider waives responsibility for any damage resulting from the order of the Technical Interruption, with the proviso that if the Technical Interruption caused errors in payment resulting in the debiting of the User's funds from the Account in the absence of an order for the Postal Service or the purchase of the assortment offered in PM, the incorrectly collected funds will be returned to the User's Account after the User submits a complaint to the Service Provider in this regard.
- 9.3. Force Majeure shall not constitute non-performance or improper performance of the Service, provided that it is proven by the party that it resorted to it.
- 9.4. The Service Provider is not responsible for the consequences of provision of false Personal Data by the User at the time of their Registration.
- 9.5. The Service Provider is not responsible for the consequences of disclosing the password to the Account in the User's PM or making this Account available to unauthorised persons by the User. It is recommended that the User uses an access password other than on other websites, in particular those related to their activity within the PM, including auction portals or online stores.
- 9.6. The Service Provider's liability to the Consumer under the warranty for an electronic service is set out in Annex 1 to the Terms and Conditions.

10. Complaints

- 10.1. All complaints regarding the operation of PM and non-performance or improper performance of the Service may be submitted by the User via the form: <https://inpost.pl/reklamacja>.
- 10.2. The complaint should contain the name, surname, e-mail address used to register the User with the PM, a description of the facts and the justification of the complaint.
- 10.3. The Service Provider shall consider the complaints within 14 (fourteen) days from the date of their receipt.
- 10.4. The User will be notified about the way the complaint was considered by e-mail sent to the e-mail address provided by the User in the complaint form.
- 10.5. Claims pending or not accepted in the complaint procedure may be considered before a common court.

11. Final Provisions

11.1. Termination of the contract takes place when the Service Provider deletes the User Account in the PM, as follows:

- a) at the User's request addressed by e-mail to the Service Provider, to the address pomoc@inpost.pl, and sent from the e-mail address associated with the Account established in PM,
- b) on the initiative of the Service Provider in the cases specified in the Terms and Conditions, and at the time of liquidation of the PM by the Service Provider or termination of its business activity in the scope of the provision of Services or Postal Services,

11.2. Termination of the contract in the manner specified in item 11.1, and effected by a Consumer within 14 days from the date of conclusion of the contract (creation 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, with the proviso of item 11.3 of the Terms and Conditions. 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 PM or Service provided by the Service Provider, except for the content that:
 - is only useful in connection with the digital content in the PM or the Service that was the subject of the contract,
 - concerns only the activities of the Consumer while using digital content in the PM or Service provided by the Service Provider,
 - 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,
 - 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 them content other than personal data that has been provided or created by the Consumer during the use of digital content in the PM 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 PM), in particular by preventing the Consumer from accessing the digital content in the framework of the PM.
- 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 PM or the Service and making it available to third parties.

11.3. The termination of contract as defined in items 11.1 and 11.2 of the Terms and Conditions is not tantamount to the termination of the contract for Postal Services or the contract for the sale of the assortment (offered in PM) concluded with the help of PM with the Operator or Service Provider, and the rules and method of termination of these contracts are regulated in the relevant Terms and Conditions of Postal Services or in the regulations for the sale of the assortment offered in the PM.

The current Terms and Conditions and the versions of the Terms and Conditions previously in force are available on the www.inpost.pl website, and therefore the User may download the content of the Terms and Conditions in the form of a pdf file to their web device.

11.4. the Service Provide reserves the right to change the Terms and Conditions for the following reasons or in the following circumstances:

- a) changes in legal provisions having a direct impact on the content of the Terms and Conditions;
- b) imposition of certain obligations on the Service Provider by state authorities;
- c) amendments to the Terms and Conditions of Postal Services;
- d) improvement of the Services provided;
- e) changes in the scope of the Services provided, including the introduction of new ones;
- f) improving the service of Service Providers and the complaint handling process;
- g) improving the protection of privacy of Service Providers;
- h) fraud prevention;
- i) safety concerns;
- j) technological and functional changes of PM;
- k) changes in the operational, economic and market conditions of the Services and Postal Services provided;
- l) editorial changes.

11.5. The Service Provider shall notify Users about changes of the Terms and Conditions via the PM 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 Account - at least 14 days in advance of the planned change of the Terms and Conditions. However, it may also introduce changes to the Terms and Conditions without observing the 14-day period referred to above, in the event that:

Valid from 01.04.2024

- a) it was obliged to amend the Terms and Conditions by a state authority, a common court, or under generally applicable law, within a period that renders it impossible to comply with the 14-day period referred to above,
 - b) the changes grant the Users new rights or extend their current rights,
 - c) new services, products or functionalities are introduced that do not deteriorate nor replace the services, products or functionalities offered by the Service Provider on the basis of the Terms and Conditions.
- 11.6. Once the User accepts the changes in the Terms and Conditions in the PM, 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 PM.
- 11.7. All rights to the PM, including its software, content, graphics used, the layout of the PM content and other elements related to the PM belong to the Service Provider or entities associated with the Service Provider, and therefore they constitute copyrights, in relation to which it is prohibited to take actions violating these rights.
- 11.8. In the scope not covered by the present Terms and Conditions, the relevant Terms and Conditions of Postal Services, the Terms and Conditions for the sale of the assortment offered in PM, and written contracts for the provision of Postal Services shall apply. In the event of a conflict between the content of the Terms and Conditions and the content of the Terms and Conditions of Postal Services, the Regulations for the sale of the assortment offered in PM, and written contracts for the provision of Postal Services, the Regulations for Postal Services, the Terms and Conditions for the sale of the assortment in PM and written contracts for the provision of Postal Services shall prevail.
- 11.9. Appendices to the present Terms and Conditions form an integral part thereof. The Appendices are:
- a) Appendix no. 1: Consumer warranty for electronically supplied Services.
- 11.10. The Terms and Conditions enter into force on 01 April 2024.

Appendix no. 1: Consumer warranty for electronically supplied Services

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,
 - 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.
2. As long as the contract (i.e. these Terms and Conditions) is considered, under which the Service Provider is obliged to provide digital content or digital service and other services, the provisions of this Appendix shall apply only to the provisions of the contract regarding digital content or digital service.
3. The provisions of the present Appendix 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.
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 9 shall apply accordingly.
 - h) The provisions of item 4 letters a) to g) shall not apply if the contract provides for the supply of digital content with use of a tangible medium.
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:
 - 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:
 - i. it was not aware of the public assurance in question and could not reasonably have been aware of it,

- ii. 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,
 - iii. 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 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 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.
 - h) The item 5 above shall apply accordingly to integration of digital content or service.
- 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 6 letter a) above, if it deceptively concealed this lack.
 - c) The Service Provider shall be liable for non-compliance of the digital content or the digital service provided continuously with the contract, 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 5 letter c) above, which occurred within the time limit specified in this item.
 - e) The presumptions set out in item 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 them 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, about their 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.
- 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 at the part of 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 the lack of

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- compliance thereof 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.
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. bringing the digital content or digital service compliant with the contract proves impossible or would require excessive costs in accordance with item 7 letters b) and c) above;
 - II. The Service Provider has not brought the digital content or digital service into compliance with the contract in accordance with item 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 remedy specified in item 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.
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 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 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. 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 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 letter a) above.
11. Changes and the access to and use of digital content or digital service:
- a) If the change referred to in item 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.

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- b) In the case referred to in item 11 letter a) above, the Consumer may terminate the contract without notice within 30 days from the date of introduction of the change referred to in item 10 letter a) or notification about this change, if this notification occurred later than this change. The provisions of item 9 shall apply accordingly.
- c) The provisions of item 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, in an unchanged condition.



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