

TERMS AND CONDITIONS OF THE PARCEL MANAGER APP

Valid as from July 24, 2025



These Terms and Conditions pertain to the digital service we offer, named “Parcel Manager” App. The 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 users, including you.

These Terms and Conditions specify the principles of service provision by us via the App.

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

The Terms and Conditions determine our as well as your rights and obligations related to the use of the services available via the App.

Table of contents

1.	What services are available in the Parcel Manager App?	2
2.	How can you use the App?	2
3.	What technical requirements do you need to meet?	3
4.	How to create an account in the App?	3
5.	How do we process personal data?	4
6.	Our rights to the App	4
7.	How can you use the services and pay for postal services?	5
8.	What are we responsible for?	6
9.	How to submit a complaint about the App or services provided via the App?	7
10.	How do we amend the Terms and Conditions?	7
11.	What other information about the App should you know?	8
Appendix A: Concepts used in these Terms and Conditions		10
Appendix B: Consumer rights in relation to digital content or services		11

1. What services are available in the Parcel Manager App?

- 1.1 In the Parcel Manager App, you can use the following services:
- a) getting acquainted with our offer for postal services;
 - b) preparation of documents needed to conclude a contract for provision of postal services with us, which are required under relevant terms and conditions of postal services (Courier T&Cs);
 - c) recording orders for postal services;
 - d) making pre-payments and paying fees for postal services on the principles set out in the relevant terms and conditions of postal services and in Section 7 of these Terms and Conditions. The fee amount depends on the number and parameters of the parcels dispatched as part of the postal services, and the prices specified for these services in the relevant terms and conditions of postal services, a separate contract for postal services or other InPost service price list binding you at the time of payment;
 - e) concluding distance contracts for provision of postal services or sale contracts – this is a service available only to users who have not concluded with us a separate contract for provision of postal services or a sale contract;
 - f) conclusion of contracts for sale of goods – this is a service available only to users who have such an option in their account held in the App;
 - g) other services described in these Terms and Conditions or in Courier T&Cs.
- 1.2 The actual range of services available in the App depends on the type of account that you have. The available types of accounts are described in Section 4 of the Terms and Conditions.
- 1.3 The App does not offer the functionality of adding, editing or publishing consumer reviews who have purchased goods or postal services via the App.
- 1.4 Services offered under the Terms and Conditions are not covered by the provisions of the Payment Services Act of 19 August 2011 (Journal of Laws No. 199, item 1175, as amended) in accordance with Article 6 para. 11 of that Act, moreover, they 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).
- 1.5 If you want to send us any information, request or question, and the Terms and Conditions do not specify how to submit those, you can send it to us via any contact channel indicated at: <https://inpost.pl/kontakt>.
-

2. How can you use the App?

- 2.1. In order to use the App, you must have internet access and meet all the conditions set out in the Terms and Conditions.
- 2.2. Before you start using the App, we invite you to read them, as they set out all your rights and obligations related to the App.
- 2.3. We assume that once you start using the App, you know and accept the Terms and Conditions – we inform you about this in the course of registering your account in the App.
- 2.4. If you purchase postal services in the App or are preparing to conclude with us a contract for providing such services, please also read the relevant and current terms and conditions of postal services. By ordering and using these services, you automatically accept the terms and conditions applicable to these services.
- 2.5. We respect the law and take care of users. Among other things, this is why you may not add to the App any content or data:
- 1) which is unlawful,
 - 2) which constitutes malicious software that interferes with the App operation (viruses, trojan horses, scripts that change or destroy the App, any software that captures data from the App),
 - 3) to which you have no rights.

- 2.6. You may not use the App in a way that is contrary to the rules of social coexistence or good morals, and in a way that disrupts the functioning of the App. We also protect our interests, so you may not use the App in a way that violates them.
 - 2.7. The rules of using the App set out above also apply to the way of using postal services - if you use the App to conclude contracts for provision of postal services, under which you or another person acting on your behalf sends a parcel with content prohibited by the Polish law or the Courier T&Cs, we will consider this a violation of the Terms and Conditions.
 - 2.8. If you use the App in violation of the above prohibitions, we may delete or block your account and terminate the contract we concluded with you. Before that, we will request you to cease the violations. We are not required to send such a request to you if doing so would cause us irreparable or extensive damage.
 - 2.9. If you discover a vulnerability or malfunction in the operation of the App, please report it to us via any selected contact channel. You can find them listed at: <https://inpost.pl/kontakt>.
-

3. What technical requirements do you need to meet?

- 3.1. To use the App seamlessly, you need:
 - a) connection to the internet,
 - b) one of the web browsers:
 - Chrome - the latest version;
 - MS Edge - the latest two major versions;
 - Safari - the latest two major versions;
 - IOS - the latest two major versions;
 - Android - the latest two major versions;
 - Firefox - the latest version and releases with extended support
 - c) electronic device (PC, tablet or phone) with which you can access the internet using a web browser.
 - 3.2. The App can also work in other web browsers, but the ones listed above provide the best quality of the App operation.
 - 3.3. The operation of the App may depend on the correct configuration of the browser and acceptance of cookies. We are not responsible for any problems arising from your use of inappropriate software or from incorrect configuration of the device.
 - 3.4. We make every effort to ensure that the App is available around the clock and 7 days a week, however, we may have technical interruptions. In this case, we will inform you about any such interruption and its expected duration when you log in to the App or on the website linked to the App.
-

4. How to set up an account in the App?

- 4.1. To use the App, you are required to create an account. Setting up an account in the App means entering into a contract with us for an indefinite period of time to use the functionalities available in the App. Registration takes place on the website at: <https://manager.paczkomaty.pl/register>. After completing the form, you will receive an e-mail from us asking you to confirm your registration.
- 4.2. Registration and account maintenance are free of charge.
- 4.3. To confirm your registration, click the link you will find in the e-mail message you will receive from us.
- 4.4. During the registration process, you will be asked to provide your personal data. You can also consent to processing your data for marketing purposes, i.e. to receiving advertising content from us.
- 4.5. Setting up an account and using the App requires you to provide a real e-mail address and to select your legal form. If you provide an incorrect e-mail address, we will consider any messages sent to that address to be properly served. For technical reasons, the e-mail address provided during registration cannot be changed, unless you create a new account.

- 4.6. You can also set up an account using external credential services, but we will not be not responsible for their correct operation.
- 4.7. After completing the account creation process, you will receive an e-mail from us, confirming your registration.
- 4.8. If you set up an account as an entrepreneur, we may require you to present documents confirming your right to use the taxpayer id. number provided by you. We may also verify the data you provided during the registration at any time to confirm that your registration complies with the Terms and Conditions.
- 4.9. We may delete your account if you have not logged in for a period of 12 months. We will inform you about deleting your account by sending you a message to the e-mail address provided at the time of registration. If you are a consumer (you have an account as a “Private Person”) and at the time of deleting your account you still have funds in it to pay for postal services, we will return them to you in accordance with Section 7.6 of the Terms and Conditions.
- 4.10. In the App, you can create an account in one of three variants:
- a) Private Person,
 - b) Domestic Company,
 - c) Foreign Company.
- 4.11. The Private Person account is intended for consumers and may offer services other than in the case of Domestic Company or Foreign Company accounts. The Private Person account is governed by the provisions of the Terms and Conditions and Courier T&Cs, which are dedicated to consumers.
- 4.12. The Domestic Company and Foreign Company accounts are intended for entities that use the App for purposes directly related to their business or professional activity (not as consumers) and may offer services other than in the case of the Private Person account.
- 4.13. The range of services available for each account type is defined in the App.
- 4.14. When you start registration, you represent that you are entitled to create the particular type of account. We are not responsible for any actions of users or persons on whose behalf users are acting. Pursuant to the law, a person who has entered into a contract on behalf of another person without their authorisation may be required to redress any damage that we have suffered by entering into a contract without being aware of the lack of such authorisation.
-

5. How do we process personal data?

- 5.1. The controller of your personal data within the App is InPost Spółka z ograniczoną odpowiedzialnością based in Krakow at 4 Pana Tadeusza Street, 30-727 Krakow.
- 5.2. We process your personal data in order to perform services and functionalities offered in the App, handle complaints, and – if you give your consent – for marketing purposes. Details regarding data processing, your rights and the use of cookies in the App can be found in our Privacy Policy, published at : <https://inpost.pl/polityka-prywatnosci>.
-

6. Our rights to the App

- 6.1. We (or companies affiliated with us) own the rights to the App, 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 the App, we grant you a licence to use it.
- 6.2. You are granted a licence to use the App for its intended purpose when you set up an account in the App. With the licence, you get the right to reproduce the App to the extent necessary to run, operate and store it on the device you are using.

- 6.3. The licence does not entitle you to grant any sub-licences for reproduction, distribution, sale or dissemination of the App, also for making available in the internet or other ICT systems.
 - 6.4. The licence we grant you is a non-exclusive licence.
 - 6.5. The licence expires when you delete your account.
-

7. How can you use the services and pay for postal services?

- 7.1. In order to use the services, you must first put funds in your account, which you will then use to pay for postal services or to purchase goods offered in the App. The funds you deposit in your account will be considered to be prepaid funds for the above purposes and can only be used for that.
- 7.2. The account must be credited “in advance” via the online payment platform, the operator of which is PayPro S.A., with its registered office in Poznań, 60-327 Poznań, at 8 Pastelowa Street, KRS number: 0000347935, NIP: 7792369887. Any complaints regarding the payment service should be addressed directly to PayPro S.A. The manner of submitting and handling these complaints is specified in the terms and conditions of PayPro S.A., available at: <https://www.przelewy24.pl/reklamacje>.
- 7.3. The funds deposited in your account are shown as a limit that you can use to pay for postal services or to purchase goods offered in the App. Purchase of certain goods is subject to the provisions of separate terms and conditions concerning the sale. As part of marketing activities and based on separate agreements, we may grant you a bonus in the form of an increase in the value of funds in your account. Such a bonus may be used to pay for the services available in the App and cannot be disbursed from your account in cash.
- 7.4. Each user may have funds in the account in the App up to the maximum amount specified in the App (“Balance Limit”). In addition, the funds you put into your account cannot exceed a certain amount within a single transaction or a sum of payments made within a given period. The amount and the associated period are specified in the App (“Deposit Limit”). We may change the Balance Limits and Deposit Limits without changing the Terms and Conditions. We will notify you of any such changes in advance, nevertheless they will not affect any previously made deposits (unless the change is due to legal regulations or binding administrative decisions). If you exceed any limit, we may ask you for additional verification, in accordance with applicable legal regulations (e.g. on counteracting money laundering and terrorist financing). We may also refuse to accept a deposit to top up your account beyond the applicable limits.
- 7.5. The amount deposited to top up your account is refundable to you, if you submit such a request using the complaint form available at: <https://inpost.pl/reklamacja>. If you are not a consumer, we will charge a commission of 1.9% for handling the refund of unused funds. If you are a consumer, we will reimburse you with the full amount of your unused funds.
- 7.6. You may not withdraw funds that have already been used to pay for postal services or to purchase goods offered in the App, or funds that have been granted to you as a result of marketing or commercial activities. However, you may withdraw any funds that we unduly collected and then returned to your account, as well as any funds used for a shipping label that was not used on time (which resulted in a refund to your account).
- 7.7. You can receive a VAT invoice for crediting your account if you opt to receive it in „My Account” tab in the App. You will receive the invoice in electronic form. It will not be an invoice for ordering individual postal services paid with the funds held in your account, but an invoice confirming the funds deposited in your account. Your right to receive an invoice expires three months after the end of the month in which your account was credited with the funds. Your request must contain the data to be included in the invoice: name and surname/company name, taxpayer id. number, e-mail address with which the account was created, and postal address. You can submit your request by post to our address in Krakow or by e-mail: faktura.elektroniczna@paczkomaty.pl.
- 7.8. Payment for postal services is charged when generating the shipping label, after selecting the button leading to payment for the order. Purchases of goods offered in the App in the „InStore” section are paid for upon entering the order data.

- 7.9. The fee for the additional service “Paid Pickup by Courier” is collected from your account after ordering the service, that is, upon selecting the option “Order Courier” under “My Parcels” tab and selecting the pick-up point. We may exempt you from this charge on the terms described in the Courier T&Cs. Any unduly charged fee will be refunded using the online form available at: <https://inpost.pl/reklamacja>.
- 7.10. You may order postal services and purchase goods offered in the App only if you have sufficient funds in your account to cover the price of that service or purchase. If your funds are insufficient, your order will not be processed. You will also receive a message that you do not have sufficient funds to pay for the postal service or to purchase the goods offered in the App.
- 7.11. The Courier T&Cs may provide for additional fees for postal services. Such fees are debited to your account after the main payment has been made, and their history for the last 12 months is available in the App under the “Payments / History of operations” tab. If the amount of the additional fee exceeds the balance of funds in the account, we will notify you in a separate e-mail and we will charge the remainder of the fee from the funds you subsequently deposit in your account (this charging will also be confirmed by e-mail). We reserve the right to seek payment of the fee remainder in case you do not make such a deposit for a longer period of time or delete your account without settling the arrears.
- 7.12. Each shipping label has a specific expiry date. It is determined in the Courier T&Cs. If you do not use the label within this time limit, you can submit a request to us for a refund of the charged fee to your account. The funds will be returned to you within 14 days from the day following the day of your request. A request for a refund can be made via the online form: <https://inpost.pl/formularz-kontaktowy>.
- 7.13. The postal services T&Cs, the T&Cs of sale of goods available in the App and the written contracts concluded between us and you may specify other terms of payment for postal services. The provisions of those documents shall take precedence over these Terms and Conditions.
- 7.14. We do not use any mechanisms to adjust the service price to individual consumers within individual transactions, in particular with the use of algorithms based on the consumer's actions (including previous ones) or based on their preferences, which could result in automated decision-making.
-

8. What are we responsible for?

- 8.1. We strive to provide you and other users with the best possible experience in connection with using the App. Under the Terms and Conditions, we are liable for non-performance or improper performance of the services, for example for failing to complete an order for the postal service, inability to prepare documents necessary to conclude a contract for provision of postal services, and inability to pay for postal services. However, there are situations and events that prevent us from providing the services and are beyond our control. These are situations and events for which we are not responsible:
- a) damages resulting from a properly announced technical interruption – however, if the break caused errors in payment, incorrectly collected funds will be returned by us after you file a complaint;
 - b) force majeure, if properly proven;
 - c) when you provide false personal data, especially in the course of setting up an account,
 - d) when you provide someone else with access to your account or disclose the password to your account.
- We recommend using a different password than on other websites, especially auction portals and online stores.
- 8.2. If you are a consumer, we are liable to you under the warranty for electronic services in accordance with Appendix B hereto.

9. How to submit a complaint about the App or services provided via the App?

- 9.1. If you believe that we did not properly fulfil our duties in relation to the App (e.g. something did not work or we did not complete the service you selected), you can submit a complaint to us via: <https://inpost.pl/reklamacja>.
 - 9.2. If you file a complaint, we may ask you for data that will confirm your identity (name, surname, e-mail address used to register the account), and a description of the problem, along with justification. 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.
 - 9.3. 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.
 - 9.4. 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.
 - 9.5. You may pursue any unresolved or unconsidered claims in court.
-

10. How do we amend the Terms and Conditions?

- 10.1. We provide the current content of the Terms and Conditions and its previous versions at www.inpost.pl which can be downloaded in PDF format to a device that supports the www network.
- 10.2. We may amend the Terms and Conditions for important reasons, which are:
 - a) new or amended legal provisions that directly affect the content of the Terms and Conditions,
 - b) obligations imposed on us by public authorities or common courts, which relate to the content of the Terms and Conditions,
 - c) change of Courier T&Cs,
 - d) streamlining the supplied services,
 - e) changing the scope of services we provide via the App, including addition of new services,
 - f) changing the way of providing the services,
 - g) improving user service and complaint handling process,
 - h) the need to improve the protection of your privacy and the privacy of other users, and personal data security,
 - i) preventing the use of the App for purposes for which it is not intended,
 - j) improving the security,
 - k) 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,
 - l) improving the way the App works in terms of its stable functioning,
 - m) changes to technical or economic conditions or market trends that apply to the services and the postal services,
 - n) editorial changes, including removal of typos, correction of inappropriately used words or numbers,
- 10.3. If we want to amend the Terms and Conditions, we will let you know through the App and our website: <https://inpost.pl/regulaminy>. We may also send you a separate e-mail – we will use the e-mail address provided by you when registering your account.
- 10.4. We will announce any amendments 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 the existing services.

10.5. You can accept the amended Terms and Conditions directly in the App. If you do not accept the Terms and Conditions, we will be unable to continue providing you with access to the App. In this case, please refrain from using the App.

11. What other information about the App should you know?

11.1. If you accept the Terms and conditions, you enter into a contract with us for supplying the service of providing you with the App to be used in accordance with its intended purpose. This contract terminates if we delete your account in the App, which may occur:

- a) upon your request, which may be submitted at any time to the following e-mail address: pomoc@inpost.pl, whereby the message should be sent by you from the address associated with the account,
- b) on our initiative, in the cases described in the Terms and Conditions, and at the time of terminating the App or termination of our activity regarding provision of postal services or services.

11.2. If you are a consumer, you can withdraw from the contract with us within 14 days of its conclusion, without a need to provide any reason and without incurring any costs. The withdrawal takes place in accordance with the rules set out in Article 27 of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827, as amended), unless you expressly state otherwise.

11.3. We reserve that in the event of withdrawal from the contract in accordance with Section 11.2:

- a) from the date of receipt of your statement of withdrawal from the contract, we may not use content other than personal data provided or generated by you in the course of using the digital content in the App or services provided by us, except for any content that:
 - is only useful in connection with the digital content in the App or the service provided,
 - concerns only your activity in the course of using the digital content in the App or a service we provided,
 - was combined by us with other data and cannot be separated from them or can only be separated with a disproportionate effort;
 - was generated by you together with other consumers who can still use them.
- b) upon your request, we will provide you with content other than personal data that you have provided or created in the course of using the digital content in the App or a service provided by us;
- c) you have the right to recover your digital content free of charge, without any hindrance from us, within a reasonable time and in a commonly used electronic format;
- d) we may prevent you from continuing to use the digital content or services within your account;
- e) you are required to refrain from using the digital content in the App or services and from sharing them with others.

11.4. Termination of the contract does not affect the contracts concluded with us for postal services and sale contracts, which may be terminated on the principles set out in the relevant terms and conditions.

11.5. 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 hereto. Below you will find some additional information regarding the “digital services” and these rights: a) the Act on Consumer Rights provides that “digital services” allow the consumer to “a) produce,

- a) 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”,

- b) 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),
- c) 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,
- d) Appendix B does not apply where the consumer is only required to provide personal data and we process such data only to fulfil the contract (or Terms and Conditions) or a statutory obligation, or to improve the security, compatibility or interoperability of software offered under an open and free licence.

11.6. Any matters not regulated in these Terms and Conditions shall be governed by the Courier T&Cs, T&Cs applicable to sale of goods in the App, and written contracts concluded between you and us. In the event of a conflict between these documents, the Courier T&Cs, T&CS of sale of goods in the App and our written contracts shall prevail.

11.7. The Appendices to the Terms and Conditions constitute part hereof and are as follows:

- a) Appendix A: Concepts used in these Terms and Conditions.
- b) Appendix B: Consumer rights in relation to digital content or service.

11.8. These Terms and Conditions shall enter into force on 24 July 2025. The Terms and Conditions of 29 May 2025 shall be repealed as from that date.

Appendix A: Concepts 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:

The App	a web-based App owned by us, available on the website: http://manager.paczkomaty.pl , and used to handle your orders for postal services (and orders for other services available there, or purchase of goods) using your account, including ordering and paying for those services or paying the price for the goods (if you do not have a separate agreement with us regulating the rules of payment for those services or goods), made available to a user free of charge after the user has set up their account.
Personal data	Information entered by you and gathered by us during the account registration and in the course of using the App, which constitutes personal data within the meaning of the Regulation of (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).
InPost, we/us	we/us, i.e. InPost Spółka z ograniczoną odpowiedzialnością based in Krakow at 4 Pana Tadeusza Street, 30-727 Krakow, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Krakow - Srodmiescie in Krakow, XI Business Division of the National Court Register under entry number KRS: 0000543759, taxpayer's id. no. NIP: 6793108059, share capital: PLN 116,278,450.00).
Consumer	a natural person entering into a contract with us, which is not directly related to their business or professional activity, or a natural person being a sole trader, if the conclusion of such a contract is directly related to their business activity, but is not of a professional nature to this person.
Account	a set of user rights granted by us after you complete the registration in the App, which individualises you and enables you to use the App.
Technical interruption	a temporary shut-down of the App in whole or in part, related to the need to maintain the App servers, upgrade or rebuild the App, during which it is not possible to use the services.
The Terms and Conditions	these Terms and Conditions of the “Parcel Manager” App, which constitute a contract template (contract) within the meaning of Article 384 of the Civil Code.
Courier T&Cs	these are our terms and conditions available at https://inpost.pl , which set out the rules and manner of providing postal services by us. If the T&Cs refer to the “relevant terms and conditions of postal services”, this should be understood as the terms and conditions applicable to the postal service selected in the App.
Registration	the procedure for registering an account in the App, described in the Terms and Conditions.
Force Majeure	an external event that neither we nor you could have foreseen or prevented or counteracted, temporarily or permanently preventing the execution of the Terms and Conditions, in whole or in part, permanently or for a certain period of time, and which was not the result of errors or omissions of ours or yours (the affected user).
Device	an electronic device that meets the technical conditions specified in the Terms and Conditions, used by you to use the App.
Services	all functionalities of the App that we provide to you, in particular the services described in Section 2 of the Terms and Conditions. They constitute services provided electronically within the meaning of the Act of 18 July 2002 on the provision of electronic services (i.e. Journal of Laws of 2020 item 344, as amended).
Postal services	services within the meaning of the Postal Law Act (Journal of Laws of 2012, item 1529, as amended), including services relating to courier shipments, and transport services relating to freight shipments within the meaning of the Transport Law Act (Journal of Laws of 1984, item 272, as amended), specified in the relevant terms and conditions of postal services, which are also offered in whole or in part via the App.
User	you – a natural person with full legal capacity, a legal person, or an organisational unit without legal personality, who has legal capacity pursuant to the Act, or another entity that created an account in the App.

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

1. The provisions of this Appendix pertain to you if you use a service as a consumer.
2. Under the Terms and Conditions we provide you with the service which – regarding the services provided electronically within the meaning of the Act on Electronic Provision of Services of 18 July 2002 (consolidated text in OJ of 2020, item 344, as amended) – forms a digital service within the meaning of the Consumer Rights Act of 30 May 2014 understood in line with this Act as the services that allow the consumer to:
 - a) generate, process, store or access data in digital form,
 - b) jointly use digital data which have been sent or generated by the consumer or other users of this service,
 - c) other forms of interaction with the aid of data in digital form.

Given the specific nature of the service we provide, it is not related to your acquisition from us of goods with digital elements within the meaning of the aforementioned act, i.e. goods containing digital content or digital service or related to it in such a manner that the lack of digital content or digital service would render it impossible for the goods to function correctly.

3. The provisions of this Appendix apply to the agreement (i.e. Terms and Conditions or T&Cs) by virtue of which we are obliged to provide digital content or digital service and other benefits only as regards the provisions of the agreement concerning the digital content or digital service.
4. On the other hand, the Appendix does not apply to agreements by virtue of which you are not obliged to perform other actions than provision of personal data and such data are processed by us only in order to improve security, compatibility or interoperability of the software offered on the basis of an open and free licence.

5. Delivering digital content or digital service:

- a) We will provide you with digital content or digital service immediately following the conclusion of the agreement (i.e. after your account has been registered and you have accepted the T&Cs) and we provide you with digital content which is necessary to register an account from the very beginning;
- b) Digital content is treated as delivered once such digital content or the medium that allows you to gain access to it or to download it, have been made available to you or to the physical or virtual device that has been selected for you for this purpose or if you or such a device have gained access to it;
- c) The digital service is treated as delivered if you or the virtual device you have selected for this purpose have gained access to it;
- d) If we do not provide you with digital content or digital service, you may request us to provide them. If we do not provide you with digital content or digital service immediately or within an additional deadline clearly agreed with you, you may withdraw from the agreement with us;
- e) You may withdraw from the agreement without requesting us to provide digital content or digital service if:
 - I. It is clear from our statement or circumstances that we will not provide you with digital content or digital service or
 - II. We have agreed with you or it is clear from the circumstance of agreement conclusion that the specified deadline for delivering digital content or digital service was of significant importance for you and we failed to deliver them by the said deadline;
- f) It is our obligation to prove that digital content or digital service have been delivered;
- g) If you withdraw from the agreement we will apply the provisions of Section 9;
- h) The provisions of the above items a)-g) do not apply if the agreement provides for delivering digital content using a physical carrier.

6. Conformity of digital content or digital service with the agreement:

- a) Digital content or digital service are in conformity with the agreement if the following in particular remain in conformity with the agreement:
 - I. Description, type, quantity, quality, completeness, functionality, compatibility, interoperability and availability of technical support and updates;
 - II. Fitness for a particular purpose for which they are necessary for you of which we were notified by you upon concluding the agreement at the latest and which we accepted;

- b) In order to be considered to be in conformity with the agreement, digital content or digital service must:
- I. Be suitable for purposes in which such content or service is usually used, taking into consideration valid legal provisions, technical standards or good practices;
 - II. Be present in such quantities and have such features, including functionality, compatibility, availability, continuity and safety, as are typical of digital content or digital service of this kind and as you can reasonably expect, taking into consideration the nature of digital content or digital service and our public assurances (including those made by our legal predecessors and persons acting on our behalf), in particular in advertisement or on a label, unless we prove that:
 - i. We did not know about a given public assurance and, thinking reasonably, we could not know about it,
 - ii. Before concluding the agreement, such a public assurance had been rectified, preserving the conditions and form in which this public assurance had been made or in a comparable manner,
 - iii. Such a public assurance had no impact on your decision to conclude the agreement;
 - III. Be delivered along with accessories and instructions which you may reasonably expect us to deliver;
 - IV. Be in conformity with the trial version or announcement that have been made available by us before concluding the agreement with you;
- c) We inform you about updates, including those concerning securities, necessary to keep the conformity of digital content or digital service with the agreement and we will provide you with these during the time:
- I. When digital content or digital service specified in the agreement are delivered – in case digital content or digital service are delivered on a continuous basis or
 - II. That you reasonably expect, taking into consideration the type of digital content or digital service and the purpose for which you use them, as well as the circumstances and nature of the agreement if the agreement provides for delivering digital content or digital service to you on a one-off basis or in parts;
- d) If you fail to install the updates we have delivered in line with the preceding item within reasonable period, we bear no responsibility for the lack of conformity of digital content or digital service with the agreement resulting exclusively from the lack of updates if:
- I. We have informed you of the update and what will happen if you do not install it;
 - II. Your failure to install or improper installation of the update did not result from errors in the installation instruction we had delivered;
- e) We bear no responsibility for the lack of conformity of the digital content or digital service with the agreement to the extent referred to in items b) or c) above, if, upon concluding the agreement at the latest, we informed you clearly that a specific feature of the digital content or digital service deviates from the requirements of conformity with the agreement specified in items b) or c) above, and the lack of a specific feature of the digital content or digital service was clearly and separately accepted by you;
- f) If the agreement provides for delivering digital content or digital service on a continuous basis, the digital content or digital service must remain in conformity with the agreement for the period specified in the agreement;
- g) Digital content or digital service are delivered in their most recent version available at the moment of concluding the agreement, unless otherwise agreed with you;
- h) The provisions of this Section 5 apply to the integration of digital content or digital service, respectively.

7. Lack of conformity:

- a) We bear responsibility for the lack of conformity of the digital content or digital service delivered on a one-off basis or in parts, if such a lack existed at the moment of delivering the content or service and surfaced within two years from the said moment. Under the legal provisions, it is assumed that the lack of conformity of the digital content or digital service with the agreement that surfaced before one year had elapsed from delivering the digital content or digital service, existed at the moment they were delivered;
- b) We cannot invoke the lapse of the aforementioned deadline to determine the lack of conformity of the digital content or digital service with the agreement if we had deceitfully concealed such a lack from you;

- c) We bear responsibility for the lack of conformity between the agreement and the digital content or digital service delivered on a continuous basis which occurred or surfaced at the time in which they were to be delivered under the agreement. In line with the legal provisions, it is assumed that the lack of conformity of the digital content or service with the agreement occurred at that time, if it surfaced then;
- d) We bear responsibility for the lack of conformity of the digital content or digital service with the agreement to the extent specified in item c) above which occurred within the period specified there;
- e) The assumptions specified in items a) and c) were introduced to the provisions to your advantage, but please remember that they do not apply if:
 - I. The device you use is not compatible with the technical requirements of which we notified you in a clear and understandable manner before concluding the agreement;
 - II. We informed you in a clear and understandable manner before concluding the agreement that you are obliged to cooperate with us to a reasonable extent and using technical measures that are least oppressive for you in order to determine whether the lack of conformity of the digital content or digital service with the agreement in a specified period results from the features of the device but you fail to fulfil this obligation.

8. Bringing digital content or digital service to conformity with the agreement:

- a) If the digital content or digital service delivered by us are not in conformity with the agreement, you may request that they be brought to conformity with the agreement;
- b) We can refuse to bring digital content or digital service to conformity with the agreement if it is not possible or would require us to bear excessive costs;
- c) When evaluating the aforementioned excessive costs, we will take into consideration any circumstances of the case, in particular, the importance of the lack of conformity of the digital content or digital service with the agreement as well as the value of digital content or digital service in conformity with the agreement;
- d) We will bring digital content or digital service to conformity with the agreement within reasonable period from the moment you notified us of the lack of conformity with the agreement and without excessive inconvenience for you, taking into consideration their nature and purpose for which they are used. We will bear the costs of bringing digital content or digital service to conformity with the agreement and will not charge you with these costs.

9. Price reduction, withdrawal from the agreement:

- a) If the digital content or digital service are not in conformity with the agreement, you can also make a statement on reducing the price of digital service (if it was not free of charge) or on withdrawing from the agreement if:
 - I. Bringing the digital content or digital service to conformity with the agreement is impossible or requires excessive costs from us referred to above;
 - II. We have not brought digital content or digital service to conformity with the agreement in line with Section 7 item d) above;
 - III. There is still a lack of conformity of the digital content or digital service with the agreement despite our attempts to eliminate it;
 - IV. Lack of conformity of digital content or digital service with the agreement is so important that it substantiates reduction of price or withdrawal from the agreement without prior use of the remedies described above;
 - V. It is clear from our statement or circumstances that we will not bring digital content or digital service to conformity with the agreement within reasonable period and without excessive inconvenience on your part;
- b) We should reduce the price by the amount that results from the proportion between the value of digital content or digital service that are not in conformity with the agreement and the value of digital content or digital service that are in conformity with the agreement. If the digital content or digital service are delivered in parts or on a continuous basis, when reducing the price, we will take into consideration the time in which the digital content or digital service remained not in conformity with the agreement;
- c) You may not withdraw from the agreement if the digital content or digital service are delivered non-gratuitously and the lack of conformity of the digital content or digital service with the agreement is irrelevant. Under the legal provisions, it is assumed that the lack of conformity of the digital content or digital service with the agreement is relevant which means that in order to effectively refuse to reduce the price, we must prove that the lack of conformity is not relevant.

10. Consequences of your withdrawal from the agreement:

- a) Once you have withdrawn from the agreement with us, we cannot use content other than personal data delivered or generated by you when using the digital content or digital service we had delivered, however, we reserve the right to further use the content which:
 - I. Is useful only in relation to the digital content or digital service which formed the subject matter of our agreement with you;
 - II. Only concerns your activity when using the digital content or digital service which formed the subject matter of our agreement with you;
 - III. Has been combined by us with other data and cannot be separated without excessive difficulties;
 - IV. Has been generated by you jointly with other consumers who may still use such content or service;
- b) At your request we will share with you, at our expense, within reasonable time and in a commonly used electronic format, the content generated or delivered by you while using the digital content or digital service, other than personal data, except for the content referred to in item a) above;
- c) We may request you to return the physical carrier on which we delivered digital content, within 14 days from receiving your statement on withdrawing from the agreement. You must return the carrier immediately. We bear the costs of return;
- d) We will not request payment for the time in which the digital content or digital service were not in conformity with the agreement, even if you had used the content or service before withdrawal;
- e) We are not obliged to refund you with part of the price corresponding to the digital content or digital service that is not in conformity with the agreement and digital content or digital service which needs no longer to be delivered as a result of withdrawal from the agreement;
- f) We will make the due refund to you as soon as possible, however, no later than within 14 days from receiving your statement on the withdrawal from the agreement or request to reduce the price;
- g) We will refund the price in the same manner in which you paid for the content or service, unless you clearly agree to a different refund method. You will not bear any extra costs of a refund.

11. Changes to digital content or digital service:

- a) We can make changes to digital content or digital service which are necessary for maintaining their conformity with the agreement only if our agreement so provides and only if justified in line with the content of the agreement. We do not make changes to digital content or digital service delivered on a one-off basis;
- b) Making the aforementioned changes will not involve any costs on your part;
- c) We will inform you in a clear and understandable manner of the change.

12. Changes and access to and use of digital content or digital service:

- a) If the change described in Section 11 significantly and negatively affects your access to or use of digital content or digital service, we will notify you duly in advance on a durable carrier of the properties and date of such a change as well as of your particular rights described below;
- b) If a material change is made to the digital content or digital service that affects your access to it, you can terminate the agreement with us with immediate effect within 30 days from the date of such a change or from the date you were notified of such a change, if we notified you of the change later than the change was made. We will accordingly apply the provisions of Section 9 of this Appendix in this case;
- c) You are not entitled to the right described above if we have provided you with the right to keep the digital content or digital service in conformity with the agreement unchanged with no extra costs.

If you want to read the legal provisions presented in the summary in detail, please see the table below.

Full text the legal provision (in line with the Consumer Rights Act:)	Summary of key information:
<p>Article 43j</p> <p>1. An entrepreneur provides the consumer with digital content or digital service immediately following the conclusion of an agreement, unless otherwise agreed by the parties.</p> <p>2. Digital content is considered delivered once the digital content or means used to gain access to digital content or to download digital content have been made available to the consumer or a physical or virtual device selected by the consumer themselves for this purpose or if the consumer or such a device have gained access to it.</p> <p>3. A digital service is considered delivered once the consumer or a physical or virtual device selected by the consumer themselves for this purpose have gained access to it.</p> <p>4. If the entrepreneur has failed to deliver digital Content or digital service, they are requested to do so by the consumer. If the entrepreneur fails to deliver digital content or digital service immediately or within an additional deadline clearly agreed on by the parties, the consumer may withdraw from the agreement.</p> <p>5. The consumer may withdraw from the agreement without requesting that digital content or digital service be delivered if:</p> <p>1) It is clear from the entrepreneur's statement or circumstances that they will not deliver digital content or digital service or</p> <p>2) The consumer and the entrepreneur have agreed or it is clear from the circumstances of concluding the agreement that the specified deadline for delivering digital content or digital service was of significant importance for the consumer and the entrepreneur failed to deliver these within the deadline.</p> <p>6. The proof of evidence that digital content or digital service have been delivered rests with the entrepreneur.</p> <p>7. If the consumer withdraws from the agreement, Article 43o applies, as applicable.</p> <p>8. The provisions of Sections 1-7 do not apply if the agreement provides for delivery of digital content on a physical carrier.</p>	<p>Services that form the digital „content” or “service” will be immediately made available to you, unless you had been advised before selecting them that they will be delivered on a different date. If, despite selecting the digital content/service, you have no access to it, you can request us to deliver it. You are also entitled to withdraw from the agreement in line with the principles described in the summarized provision.</p>

Full text the legal provision (in line with the Consumer Rights Act:)	Summary of key information:
<p>Article 43k</p> <p>1. Digital content or digital service are in conformity with the agreement if the following in particular are in conformity with the agreement:</p> <ol style="list-style-type: none">1) Description, type, quantity, quality, completeness, functionality, compatibility, interoperability and availability of technical support and updates;2) Fitness for a particular purpose for which the consumer needs them and of which the entrepreneur has been notified by the consumer and which has been accepted by the entrepreneur. <p>2. In addition, for the digital content or digital service to be considered to be in conformity with the agreement, they must:</p> <ol style="list-style-type: none">1) Be suitable for the purposes for which digital content or digital service are usually used, taking into consideration valid legal provisions, technical standards and good practices;2) Be present in such an amount and have such features, including functionality, compatibility, availability, continuity and safety, as are typical of digital content or digital service and as may be reasonably expected by the consumer, taking into consideration the nature of digital content or digital service and public assurances made by the entrepreneur, their legal predecessors or persons acting on their behalf, in particular in advertising or on the label, unless the entrepreneur proves that:<ol style="list-style-type: none">a) They did not know of the public assurance and, thinking reasonably, could not know about it,b) Before concluding the agreement, the public assurance had been rectified, preserving the conditions and form in which such a public assurance was made or in a comparable fashion,c) The public assurance had no impact on the consumer's decision to conclude the agreement;3) Be delivered with accessories and instructions the delivery of which may be reasonably expected by the consumer;4) Be in conformity with the trial version or announcement which had been made available to the consumer by the entrepreneur before concluding the agreement. <p>3. The entrepreneur informs the consumer of updates, including those concerning the securities that are necessary for keeping the conformity of the digital content or digital service with the agreement and delivers them to the consumer for the period:</p> <ol style="list-style-type: none">1) Of delivering the digital content or digital service in a manner specified in the agreement on the basis of which delivery is effected in a continuous manner or2) Reasonably expected by the consumer, taking into consideration the type of digital content or digital service and the purpose for which they are used, as well as the circumstances and nature of the agreement if the agreement provides for delivering digital content or digital service on a one-off basis or in parts.	<p>Przykłady tego, czy oferowany Ci towar cyfrowy jest zgodny z regulaminem, określone są w streszczanym przepisie. Dotyczy to także aktualizacji treści lub usługi cyfrowej (które są niezbędne od zachowania zgodności tej treści/usługi z regulaminem). Nie ponosimy odpowiedzialności za brak zgodności treści/usługi cyfrowej z umową (lub regulaminem), jeżeli przed jej wyborem (np. przed założeniem konta) wyraźnie poinformowaliśmy Ciebie, że cecha tego towaru odbiega od tych opisanych we wspomnianym ustępie 2 streszczanego przepisu, a Ty to zaakceptowałeś w sposób wyraźny i odrębny. Ponadto, jeśli poinformowaliśmy Ciebie o konieczności wykonania aktualizacji i skutkach jej pominięcia (i nie przekazaliśmy Ci błędnych informacji, jak przeprowadzić aktualizację) a mimo tego nie dokonałeś aktualizacji w rozsądnym czasie, w takim wypadku także nie ponosimy odpowiedzialności za brak zgodności treści/usługi cyfrowej z umową (lub regulaminem) - wynikającym wyłącznie z braku aktualizacji.</p>

Full text the legal provision (in line with the Consumer Rights Act:)	Summary of key information:
<p>4. If the consumer fails to install updates delivered by the entrepreneur in line with Section 3 within reasonable time, the entrepreneur bears no liability for the lack of conformity of the digital content or digital service with the agreement resulting exclusively from the lack of updates if:</p> <ol style="list-style-type: none">1) They have informed the consumer of updates and the consequences if updates are not installed;2) Failure to install or improper installation of updates did not result from errors in the installation instruction delivered by the entrepreneur. <p>5. The entrepreneur is not liable for the lack of conformity between the digital content or digital service and the agreement to the extent referred to in Section 2 or 3 if the consumer was clearly informed, upon concluding the agreement at the latest, that a particular feature of the digital content or digital service deviates from the requirements of conformity with the agreement specified in Section 2 or 3 and has clearly and separately accepted the lack of a particular feature of digital content or digital service.</p> <p>6. If the agreement provides for delivery of digital content or digital service in a continuous manner, digital content or digital service must remain in conformity with the agreement for the period of delivery specified in the agreement.</p> <p>7. The digital content or digital service are delivered in their most recent version available at the time of concluding the agreement, unless the parties have agreed otherwise.</p> <p>8. The provision of Article 43b Section 5 applies accordingly to the integration of digital content or digital service.</p>	

Full text the legal provision (in line with the Consumer Rights Act:)	Summary of key information:
<p>Article 43l</p> <p>1. The entrepreneur is liable for the lack of conformity with the agreement of the digital content or digital service delivered on a one-off basis or in parts that existed at the moment of their delivery and surfaced within two years from this moment. It is assumed that the lack of conformity of the digital content or digital service with the agreement that surfaced before the lapse of one year from delivery of digital content or digital service existed at the moment of their delivery.</p> <p>2. The entrepreneur may not invoke the expiry of deadline for determining the lack of conformity of the digital content or digital service with the agreement specified in Section 1 if they have deceitfully concealed such a lack.</p> <p>3. The entrepreneur bears liability for the lack of conformity with the agreement of the digital content or digital service delivered continuously that occurred or surfaced at the time they were to be delivered in line with the agreement. It is assumed that the lack of conformity of the digital content or digital service with the agreement occurred at that time if it surfaced at that time.</p> <p>4. The entrepreneur is liable for the lack of conformity of the digital content or digital service with the agreement to the extent governed in Article 43k Section 3 which occurred in the period specified in this provision.</p> <p>5. Assumptions referred to in Sections 1 and 3 do not apply if:</p> <p>1) The consumer's digital environment is not compatible with technical requirements of which the entrepreneur had notified them in a clear and understandable manner before concluding the agreement;</p> <p>2) The consumer, notified in a clear and understandable manner before concluding the agreement of the duty to cooperate with the entrepreneur, to a reasonable extent and with technical measures least oppressive for them, in order to determine whether the lack of conformity between the digital content or digital service and the agreement, within the relevant period results from the features of the consumer's digital environment, fails to perform this obligation.</p>	<p>We are responsible for the lack of conformity of the digital content/ service with the agreement (T&Cs) if it surfaced within two years from delivery of the digital content/service. The provisions protect your right but this protection is limited in some situations (as described in Section 5 of the summarized provision).</p>
<p>Article 43m</p> <p>1. If the digital content or digital service are not in conformity with the agreement, the consumer may request that they be made in conformity with the agreement.</p> <p>2. The entrepreneur may refuse to bring the digital content or digital service to conformity with the agreement, if bringing the digital content or digital service in conformity with the agreement is impossible or would require excessive costs on the entrepreneur's part.</p> <p>3. When assessing excessive costs for the entrepreneur, all circumstance of the case are taken into consideration, in particular the importance of the lack of conformity of the digital content or digital service with the agreement and the value of digital content or digital service in conformity with the agreement.</p> <p>4. The entrepreneur brings digital content or digital service to conformity with the agreement, within reasonable period from the moment in which the entrepreneur was notified by the consumer of the lack of conformity with the agreement, and without excessive inconveniences for the consumer, taking into consideration their nature and purpose for which they are used. The costs of bringing the digital content or digital service to conformity with the agreement are borne by the entrepreneur.</p>	<p>If the digital content/service is not in conformity with the agreement (or T&Cs), you may request that we eliminate this nonconformity. We can eliminate it within reasonable time and without excessive inconvenience for you, unless bringing the digital content/service in conformity with the agreement (or T&Cs) is impossible or would require excessive costs on our part.</p>

Full text the legal provision (in line with the Consumer Rights Act:)	Summary of key information:
<p>Article 43n</p> <p>1. If the digital content or digital service are not in conformity with the agreement, the consumer may make a statement on reducing the price or withdrawing from the agreement if:</p> <ol style="list-style-type: none">1) It is impossible to bring the digital content or digital service to conformity with the agreement or it requires excessive costs in line with Article 43m Sections 2 and 3;2) The entrepreneur has not brought digital content or digital service to conformity with the agreement in line with Article 43m Section 4;3) There is still lack of conformity of the digital content or digital service with the agreement despite the fact that the entrepreneur attempted to bring the digital content or digital service to conformity with the agreement;4) Lack of conformity of the digital content or digital service with the agreement is important enough to substantiate price reduction or withdrawal from the agreement without prior use of the remedy referred to in Article 43m;5) It is clear from the entrepreneur's statement or the circumstances that they shall not bring the digital content or digital service to conformity with the agreement within reasonable period or without excessive inconvenience for the consumer. <p>2. A reduced price must remain in such a proportion to the price resulting from the agreement as the value of the digital content or digital service not in conformity with the agreement to the value of digital content or digital service in conformity with the agreement. If the agreement provides that the digital content or digital service are delivered in parts or in a continuous manner, when reducing the price, you must take into consideration the time in which the digital content or digital service remained not in conformity with the agreement.</p> <p>3. The consumer may not withdraw from the agreement if the digital content or digital service are provided in exchange for the payment of a price and the lack of conformity between the digital content or digital service and the agreement is irrelevant. It is assumed that the lack of conformity of the digital content or digital service with the agreement is relevant.</p>	<p>In the situations described in this provision you can request a price reduction or withdraw from the agreement. You may not withdraw from the agreement if the digital content/service is non-gratuitous, and the lack of conformity with the agreement (or T&Cs) is irrelevant – however, it is up to us to prove that this lack of conformity is irrelevant.</p>

Full text the legal provision (in line with the Consumer Rights Act:)	Summary of key information:
<p>Article 43o</p> <p>1. Once the entrepreneur has withdrawn from the agreement, they may not use other content than personal data provided or generated by the consumer while using digital content or digital service provided by the entrepreneur, except for the content which:</p> <ol style="list-style-type: none">1) Is useful exclusively in relation to digital content or digital service which formed the subject matter of the agreement;2) Only pertain to the consumer's activity while using digital content or digital service which formed the subject matter of the agreement;3) Has been combined by the entrepreneur with other data and may not be separated without excessive difficulties;4) Has been generated by the consumer jointly with other consumers who may still use it. <p>2. The entrepreneur shares the content generated or provided by the consumer while using digital content or digital service other than personal data with the consumer, at the consumer's request and at the entrepreneur's cost, within reasonable period and in a commonly used machine readable format, except for content referred to in Section 1 items 1-3.</p> <p>3. The entrepreneur may request that the physical carrier on which they have delivered the digital content be returned within 14 days from the day they received the consumer's statement on withdrawing from the agreement. The consumer returns the carrier immediately and at the entrepreneur's request.</p> <p>4. The entrepreneur is not entitled to request payment for the time in which digital content or digital service were not in conformity with the agreement, even if the consumer had actually used them before withdrawing from the agreement.</p> <p>The entrepreneur is obliged to refund the price only in the proportion corresponding to the digital content or service that is not in conformity with the agreement and to the digital content or digital service which they are no longer obliged to deliver as a result of the consumer's withdrawing from the agreement.</p>	<p>This provision described how and to what extent we can process the data you have provided if you withdraw from the agreement as per your right described in this Appendix. The provision also provides how you can gain access to such data. In addition, it determines the rules of price refund for non-conforming digital content or digital service if you use the right to withdraw provided for in the Appendix.</p>

Full text the legal provision (in line with the Consumer Rights Act:)	Summary of key information:
<p>Article 43p</p> <p>1. The entrepreneur may make a change to the digital content or digital service which is necessary for keeping its conformity with the agreement only if the agreement so provides and only for reasonable causes specified therein. The entrepreneur may not, however, change the digital content or digital service provided on a one-off basis.</p> <p>2. The change referred to in Section 1 may not involve any costs on the consumer's part.</p> <p>3. The entrepreneur shall inform the consumer clearly and understandably of the change referred to in Section 1.</p>	<p>If we provide you with digital content/service continuously or in parts, we may change it if the agreement (T&Cs) provide for such a possibility and substantiates such changes. The change does not involve any costs on your part. You will be notified of the change.</p>
<p>Article 43q</p> <p>1. If the change referred to in Article 43p Section 1, considerably and negatively affects the consumer's access to or use of the digital content or digital service, the entrepreneur shall inform the consumer duly in advance on a durable carrier of the properties and date of such a change as well as of the law referred to in Section 2 or 3.</p> <p>2. In the case referred to in Section 1, the consumer may withdraw from the agreement without keeping the notice period, within 30 days from the date of the change referred to in Article 43p Section 1 or of being notified of the change if the notification occurred later than the change. The provision of Article 43o applies accordingly.</p> <p>3. The provision of Section 2 does not apply if the entrepreneur ensured that the consumer has the right to maintain, with no extra costs, the digital content or digital service in conformity with the agreement unchanged.</p>	<p>If we want to make a change to digital content/service and this change is significant and negatively affects you access to or use of the digital service/content, we must notify you thereof in advance. If you cannot, without extra costs, keep the digital content/service unchanged, you are entitled to terminate the agreement.</p>

Full text the legal provision (in line with the Consumer Rights Act:)	Summary of key information:
<p>Article 32a</p> <p>1. In the case of withdrawing from the agreement on the provision of digital content or digital service, the entrepreneur, as of the day of receiving the consumer's statement on withdrawing from the agreement, may not use other content than personal data provided or generated by the consumer while using the digital content or digital service provided by the entrepreneur, except for the content which:</p> <ol style="list-style-type: none">1) Is useful only in relation to the digital content or digital service which formed the subject matter of the agreement;2) Only pertains to the consumer's activity while using the digital content or digital service provided by the entrepreneur;3) Has been combined by the entrepreneur with other data and may not be separated from them or may only be separated with disproportionately excessive effort;4) Has been generated by the consumer along with other consumers who can still use it. <p>2. Except for the cases referred to in Section 1 items 1-3, the entrepreneur, at the consumer's request, provides them with other content than personal data that was delivered or generated by the consumer while using digital content or digital service delivered by the entrepreneur.</p> <p>3. The consumer has the right to recover digital content from the entrepreneur gratuitously with no obstacles on the part the entrepreneur, within reasonable time and in commonly used machine readable format.</p> <p>4. If the consumer withdraws from the agreement, the entrepreneur may make it impossible for the consumer to further use digital content or digital service, in particular by disabling the consumer's access to digital content or digital service or disabling their user's account. This provision does not affect the consumer's rights referred to in Section 2.</p>	<p>This provision determines the rules that govern our use of information (other than personal data) if you withdraw from the agreement on the provision of digital content/service, as well as our rights to disable your access to digital content/service. This provision also determines your rights to obtain the content you have provided.</p>