

General Terms and Conditions of InPost Account Services

In force as of 1 August 2026 | Version 3.0.

These General Terms and Conditions of InPost Account Services supersede the Terms and Conditions of InPost Account Services dated 18 May 2026.

PART I - INTRODUCTION

1. Introduction – What are these General Terms and Conditions of InPost Account Services about?

These General Terms and Conditions of InPost Account Services together with its appendices (the “**Terms**”) constitute a unified, global, contractual framework governing the creation and use of the **InPost Account**, and associated **services** accessible through the mobile and/or web **application**, including digital **services** made available within the digital environments operated by individual **entities of the InPost Group**.

These **Terms** define the relationship between **you** and **InPost**. When we refer to ourselves in the first-person plural (“**we**”, “**us**”) or as “**InPost**”, we mean the relevant entity referred to in point 1 to Part I (A) of these **Terms**.

Our **services** are intended for **users** who have reached the minimum age required to enter into a legally binding agreement under the law applicable in their place of residence and/or in the relevant **regional appendix**, as specified in these **Terms**.

However, in addition to this requirement, **you** must be at least 16 years old to manage your own **InPost Account**.

The **InPost Account** is a personal digital account enabling **users** to access, manage and use of InPost digital **services**. In this respect, the **User Account** operates as a gateway to the InPost digital ecosystem, comparable to widely used global digital accounts. We use the term “**User Account**” interchangeably with “**InPost Account**”, as described in the definitions section that you can find in the Part I (C) – Glossary of terms to this **Terms**. The **application** is a unified digital platform through which InPost digital **services** are provided to **you**. Individual **services** in the **application** may be performed by different **entities of the InPost Group**, depending on your **assigned region** and the specific **service** activated.

These **Terms** are adopted as one global, dynamic and modular contractual framework that reflects the way **InPost** conducts its business, the legal regulations that govern it, and the values that we apply in our operations. These **Terms** define the relationship between **InPost** and the **user** who uses our **services**, namely “**you**”. Examples of matters described in these Terms include:

- How we provide and process **our services**,
- The rules of your use of **our services**,
- Possible ways of **our** using content that you use within our **services** – regardless of whether it is content belonging to you or to other people,
- Other rights and actions you can take when someone violates them.

Digital **services** within the **application** can relate to **our** services provided outside the **application**, such as parcel delivery or postal services. If **you** use those services, **you** must

accept the terms and conditions of the relevant **entity of the InPost Group** providing them.

2. How are these Terms designed and how can I navigate them?

These **Terms** are designed to ensure transparency, accessibility and usability under consumer law standards that may affect you. Its core part, comprising of **Part I** and **Part II (A)**, applies to all **users**. It is supplemented by **regional appendices (Part II (B))** applicable to **users** regardless of their place of residence.

Together, they form one integrated contractual framework governing **your** relationship with the **entities of the InPost Group** within one ecosystem. It is structured in a modular and dynamic way which includes:

- clear visual separation between global rules and regional differences,
- glossary references for defined terms.

Any expressions that we write in bold font have their meaning, which we have explained in Part I (C) Glossary of terms to the **Terms**.

3. How do I accept these Terms?

We are aware that reading terms and conditions is not a pleasant activity, but it is worth knowing our **Terms** to find out what **you** can expect from us when using the **User Account** and what we expect from our **users**.

By creating your individual **User Account**, **you** confirm that you:

- meet the applicable age requirements, and

- have the legal capacity to enter into a binding agreement.

To use the **User Account** service and our **services**, you must accept these **Terms**, therefore we really want you to understand its provisions. Activation and/or use of a specific **service** means that besides the core part of these **Terms**, the relevant **regional appendix** applies to **you**. If you do not agree with these **Terms**, please cease using our **services**.

By accepting these **Terms**, you enter into an agreement with the relevant **entity of the InPost Group** specified in the **regional appendix**.

Your access to specific **services** and functionalities depends on their availability in the **assigned region**. Where a given service or functionality is not available in your **assigned region**, such terms relevant for that specific service do not apply to **you**. Detailed information on the availability of **services** in individual regions is provided in the **application** and the general description in the **list of services provided by InPost** (Functionality Matrix) described in Part I (B) to these **Terms**.

We encourage you to download the **Terms** so you can refer to them later. These **Terms** and its previous versions can be found on [our website with terms and conditions](#).

4. Which language versions apply?

These **Terms** are available in several language versions. Where you access it in a local language version, such a version is provided for convenience and transparency. In case of any discrepancies between language versions, the interpretation rules described in the relevant **regional appendix** apply.

5. How is my personal data handled?

Your personal data is processed under the applicable **Privacy Policy**, which is a separate document relating to the use of the **InPost Account** available [on our website with privacy policy](#). We encourage you to read them to better understand how to update, export your personal data and how to manage it.

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PART I (A) - INPOST ACCOUNT

1. Who is the service provider?

- 1.1. Your **InPost Account** is provided by InPost sp. z o.o., a company registered and operating under Polish law, with its registered office in Krakow, at Pana Tadeusza 4, 30-727 Krakow, Poland, entered in the Register of Entrepreneurs of the National Court Register under KRS number: 0000543759, NIP number: 6793108059. You can contact us at via [contact form](#), or by calling 746 600 000 or 722 444 000, by starting a chat provided by us within our **services** or sending a letter to: InPost sp. z o.o., ul. Pana Tadeusza 4, 30-727 Kraków.
- 1.2. By creating your **InPost Account**, you enter into an agreement with InPost sp. z o.o. for the provision and management of such account.
- 1.3. Please note, that specific **InPost services** available through the **application** after creating your **InPost Account** are provided to **you** by a relevant **entity of the InPost Group** with which **you** enter into an agreement depending on your **assigned region** and chosen **service**. Each **regional appendix** contains the details of the company providing the **services** you use. **You** may access the complete list of **entities of the InPost Group** providing **services** in the Appendix (C) Part III to these **Terms**.

2. What is a User Account and what is it used for?

- 2.1. A **User Account** is a profile created by you, through which we identify you when you use our digital **services**. It enables you to access all the features, personalise your experience across different **devices**, and control and manage your **personal data**.

- 2.2. The **User Account** is necessary for processing **data** (including its storage in connection with running the **User Account** for **you**) when **you** use **InPost services** such as using the **application** and **services** available in it, such as: sending and returning parcels, placing orders in online stores, and others that we offer at any given time and indicate that you can use while using the **User Account**.
- 2.3. The **User Account** has built-in security, which protects your information and personal **data**, but at the same time enables easy access to various **InPost services**.

3. Who can use our services?

- 3.1. The minimum age required to manage your own **User Account** is 16 years. **You** must also have full legal capacity to enter into a binding agreement under the law applicable to you. If **you** are not old enough or do not have full legal capacity to manage your **User Account** independently, **you** must have parental, legal guardian or other authorised representative consent to use these **services** under their supervision. In such a case, please ask your parent, legal guardian or authorised representative to read these **Terms** with **you**.
- 3.2. Some of the **services** we offer may require a higher minimum age for lawful usage. The specific age is defined in the terms applicable to each **service** (you can find them in the numbered appendices to these **Terms**). If you are not old enough to use **InPost services** independently, you must have parental or legal guardian consent to use these **services**. In such a case, please ask your parent or legal guardian to read these **Terms** with you.
- 3.3. If your parent or legal guardian allows you to use our **services**, these **Terms** apply to them, and they are responsible for your activity in our **services**.
- 3.4. Where **you** use our **services** related to any kind of business, commercial or

professional activity, **you** act as a business **user**. By using **services** as a business **user**, **you** confirm that:

- you act on your own behalf or on behalf of an entity conducting a business or professional activity,
- you are duly authorised to represent such entity, where applicable,
- the use of the **services** is directly related to your business or professional activity,
- you are not acting as a consumer within the meaning of applicable consumer protection law regarding such activity.

3.5. Where you act partly as a **consumer** and partly related to your business or professional activity, your qualification as a **consumer** or business **user** shall depend on the predominant purpose of the specific **service** or activity concerned.

4. How to create a User Account?

- 4.1. You can create a **User Account** by downloading our **application** onto your **device** and/or by accessing it via web **application**. Remember that having an active **User Account** is necessary to fully utilize some of our **services**. If a specific **InPost digital service** requires a **User Account**, we will inform you when you attempt to access that service. Therefore, if you do not create your **User Account** immediately, each time you launch one of our **services**, we will prompt you to set up **your User Account**.
- 4.2. Note that to start the registration process for a **User Account**, and for each subsequent login to your **User Account**, you must have the Webview feature enabled. If this feature is disabled on your device, you will receive a notification that registration cannot proceed when you click the button to start registration. In such a case, you can

only retry registration after enabling the Webview feature on your **device**.

4.3. To create your **User Account**, we need:

- a. your phone number,
- b. your email address,
- c. your acceptance of these **Terms** and acknowledgment of the **Privacy Policy** (therefore, we ask you to read them before accepting),
- d. registration confirmation is to ensure no one is impersonating you – hence, we will send a verification link to the email address you provided.

4.4. When creating a **User Account**, you must provide us with accurate and complete information, including your phone number and email address. You must update your personal details regularly. Otherwise, you will not be able to create a **User Account**, or we may not be able to provide you with all or part of our **services**. You guarantee the accuracy of the information provided to us. Therefore, if you provide incorrect, incomplete, or false information, we are not responsible for the consequences. This is very important to us, which is why we reserve the right to verify that the information you provide is accurate.

4.5. After creating your **User Account**, we can also ask **you** to provide your full name and address or confirm that the previously given information is correct if we identify that it already exists in our system. You can skip this step; however, not providing this information will prevent you from using certain **services** or functionalities of the **application**.

4.6. If you register a **User Account** using your Google account or Apple ID, we obtain your name (username) from the service you selected and connect to your account in that

service through the available authorization tools. Then, as part of the **User Account** registration process, you can enter a delivery address and will be prompted to complete further steps under section 4.3 above.

- 4.7. We do not charge any fees for creating or maintaining a **User Account**.
- 4.8. The **User Account** is created for an indefinite period. Remember that the creation of it does not mean that all InPost **services** are available to **you**.
- 4.9. The **User Account** is assigned to **you** individually and may be used only by **you**. If we determine that the same **User Account** is used by different persons, we may suspend your access to the **User Account** and request you to cease allowing such use of your account by other persons.
- 4.10. **You** may create only one **User Account** using the same data. We cannot accept the creation of multiple **User Accounts** with the same data, and if this occurs, we have the right to delete such additional accounts. Of course, we will inform **you** of such a situation.

5. How can you use the User Account?

- 5.1. **You** can use your **User Account** on multiple **devices**; however, in such cases, we will request additional authorization for each **device** by sending you an SMS with an authorization code.
- 5.2. The phone number and email address you provide are linked to a unique **User Account**, and we cannot assign a different phone number to the same **User Account**. However, **you** can change the email address associated with your **User Account**. Regardless, **you** can always create a new **User Account** using a different phone number and email address.

5.3. From the moment you register your **User Account**:

- a. **You** can use our **services** as a **user**; however, remember that each **service** can have its additional terms, the content of which can be included in the appropriate **regional appendix** to these **Terms**. Starting to use a particular **service** means your acceptance of such additional terms and acknowledgment of the **Privacy Policy** of that **service** (if such a document is provided to you), so please read them carefully before using the **service** for the first time;
- b. **You** can take advantage of useful features such as autofill data, personalized recommendations, and easy access to key information in any **InPost service** covered by the **Terms**.

6. How is my region assigned and why does it matter?

6.1. Upon registration, **you** are assigned to a specific region to create the **User Account**. The **assigned region** may determine, in particular:

- a. the additional **regional appendix** that applies to **you** when using **services** covered by it,
- b. the contracting **entity of the InPost Group**,
- c. the availability and scope of **services** that may be offered in your region,
- d. the applicable **consumer** protection rules,
- e. competent complaint and dispute resolution bodies.

6.2. Not all **services** are available in every region. Whenever specific **service** is not available in a given region, the terms of the appendix governing that **service** do not apply to you.

- 6.3. Detailed availability of individual **services** is presented in the **application**, while general information is available in the **list of services provided by InPost** (Functionality Matrix), which forms a part of these **Terms**.

7. How do we ensure the security of your User Account?

- 7.1. **You**, as the **user**, are fully responsible for your **User Account**. This includes taking reasonable measures to secure your **User Account** from unauthorized access, such as theft of login credentials by another person. We recommend regularly updating the security settings on the **device** you use. Remember also that in the case of losing access to the Google or Apple ID account which you used to register your **User Account**, **you** will also lose access to your **User Account** unless **you** provide us with your email address directly during registration, enabling future login to our services without linking to the above-mentioned accounts.
- 7.2. We apply appropriate technical and organisational measures to protect your **User Account** and the InPost **services** against unauthorised access, loss, alteration or misuse. These measures are designed to ensure an appropriate level of security, taking into account the nature of the services provided, and the risks associated with their use.
- 7.3. To enhance the security of your **data** within your **User Account**, we will periodically ask **you** to log in again using our **application**. If in the login data form, you notice an unfamiliar email address or one you no longer have access to displayed in the login form, **you** can contact our Customer Services by clicking the “Get Help” button and choosing your preferred contact method to start the manual account recovery process. Our staff will guide you through the process. We do not save any data obtained during the account recovery procedure. We recommend this same action if you suspect someone is using your **User Account** without your consent.

- 7.4. **You** may also choose to create a new **User Account**. In this case, we will delete the previously registered **User Account** associated with that phone number and email address, along with the account history and purchases made within it and redirect **you** to the registration screen to create a new **User Account**.
- 7.5. Beyond these recovery procedures, remember not to share your passwords or verification codes with anyone. If you encounter login issues, we encourage **you** to contact our helpline, which will assist you in the next steps of logging into your **User Account** without accessing your **personal data**.
- 7.6. Within your **User Account**, you can edit your personal information and update privacy and security settings. Your **User Account** is also a central, secure location where you can store all your personal **data** for using **services**, including saving and deleting payment cards used for transactions in **InPost Pay** (our **service** specified in the Appendix B1 to these **Terms**). We do not store **card** data; instead, we use a special encrypted **token**, and **card data** is stored only in the secure environments of **payment service providers**.
- 7.7. Changing your **devices** (without simultaneously changing the phone number associated with your **User Account**) or logging out of the **application** does not result in the deletion of your **User Account**.
- 7.8. **You** can delete your **User Account** by withdrawing from these **Terms** under their provisions, for example, by clicking the “Delete Account” button in our **application** and submitting a written or electronic statement of withdrawal from the **Terms** with us.
- 7.9. If **you** become aware of any unauthorised access to your **User Account** or any security incident that may affect the security of your **User Account**, **you** should notify us immediately at cybersecurity@inpost-group.com or via [form](#).

- 7.10. We may temporarily restrict access to your **User Account** or selected functionalities where this is reasonably necessary to protect the security of your **User Account** or rights and obligations of other **users**. We will inform **you** about the actions taken.

8. What services do we provide?

- 8.1. The detailed list of **services** provided by **InPost** is included in the **application**, while general information is available in the **list of services provided by InPost** (Functionality Matrix) specified in PART I (B) to these **Terms**. We may provide you with additional functionalities that are not listed in these **Terms** which we may make available to you from time to time for your convenience.
- 8.2. The **services** may be introduced and made available gradually. The overview of services presented in the Functionality Matrix is for informational purposes only and reflects the general scope of **services** that may be available within the **InPost** ecosystem. The availability of specific **InPost services** and other functionalities may differ depending on your **assigned region**. Not all our **services** are provided in every region.
- 8.3. We may hold on providing certain **services** to you until you perform additional actions described in the terms of a given **regional appendix** governing specific **service**, for example, until you provide additional personal data necessary for providing a given **service**, make the appropriate **device** settings, accept additional terms and conditions, or grant the relevant consents.
- 8.4. The correct functioning of our **services** may depend on different technical conditions, for example, whether you have the capability to receive text messages (SMS) and access the Internet on your **device**, as on the access settings you have established on your **device**.

- 8.5. Some of our **services** may require the presence of other programs on your **device**, such as an internet browser or PDF readers, which are independent of us.
- 8.6. The detailed terms of use for particular **InPost services** are an integral part of these **Terms** and do not require your separate acceptance; they apply automatically as soon as you start using the **service**.

9. How can you use our services?

- 9.1. If **you** wish to use our **services**, **you** must have a **device** that meets certain technical requirements (which we have described later in the **Terms**), have the **application** installed (which you can download from platforms like Google Play or App Store) or get access to it via web **application** (if such functionality is available for you), have an **User Account** set up, and have Internet access (without Internet, you may not have access to all **services** and functionalities).
- 9.2. You cover all costs related to accessing the **User Account** that might be required by third-party providers, including hardware, software, and internet costs.
- 9.3. Where specific technical, organisational or legal requirements apply to a given **service**, such requirements are indicated in the relevant service or **regional appendix**.
- 9.4. We respect legal regulations and care for the rights of our **users**. This is why you may not add any content or data to your **User Account** and **services** that:
- a. is unlawful;
 - b. constitute malware (viruses, trojans, programs that modify the application's operation);
 - c. is an attempt to gain access to **services** or use them in a dishonest or deceptive

manner, such as phishing, creating fake accounts or content, including reviews, misrepresenting the origin of content (including presenting AI-generated content as it was created by a human), providing services that appear to be from the user (or someone else) but are from us, or otherwise misleading other users, etc.;

d. Intercepts, interferes or unlawfully accesses data available within the **services**.

- 9.5. You may not use your **User Account** and **services** in a manner contrary to public decency, good practices, or in a way that disrupts the proper functioning of these **services**. We also protect our legitimate interests, so you cannot use your **User Account** and **services** in a manner that infringes upon them. Especially, we require you to respect the rights of others (including privacy and intellectual property laws) and not to exploit or harm others or yourself (or threaten or encourage such behavior) - for example, by misleading others, illegally impersonating them, deceiving them, defaming, harassing or stalking.
- 9.6. If you use your **User Account** or any of the **services** in violation of the above prohibitions, we may block your access to them.
- 9.7. Our additional terms and conditions concerning specific **services**, including rules regarding unauthorized use of generative AI, contain further information on appropriate conduct that all **users** of these **services** must adhere to. Such terms are available for your review in the **regional appendices** or on the website of the relevant **entity of the InPost Group**. If you encounter instances of non-compliance with these rules, many of our **services** include options to report abuse, which you can utilize. Upon receiving a report, we investigate the matter.

10. How do we process personal data?

10.1. If you use a **User Account**, in our **Privacy policy** you will find information on how we process your **personal data**.

10.2. In **Part I** of the **Privacy Policy** we describe how we process your personal data related to operating the **User Account**. Additional services available within the **User Account** may differ depending on the country. Information about them can be found in **Part II** – in the section dedicated to a given country.

10.3. The **Privacy Policy** contains, especially, detailed information regarding:

- the identity and contact details of the relevant data controller(s) depending on your assigned region and the specific service used,
- contact details of the Data Protection Officer,
- the purposes and legal bases of processing,
- categories of personal data processed,
- recipients or categories of recipients of personal data,
- information on transfers of personal data outside the European Economic Area (where applicable),
- data retention periods or the criteria used to determine them,
- your rights under applicable data protection laws and how to exercise them,
- the right to lodge a complaint with the competent supervisory authority.

- 10.4. if any inconsistency between these **Terms** and the **Privacy Policy** regarding personal data processing, the **Privacy Policy** shall prevail.

11. What Are We Responsible For, and What Are We Not?

- 11.1. We are responsible for providing our **services** to our **users** in accordance with these **Terms**, including **regional appendices** and applicable law. For **consumers**, applicable law means, especially, the mandatory consumer protection laws of the country of your place of residence. For other **users**, applicable law means the law indicated in the **regional appendix**. The law applicable to the legal relationship between **you** and **us** will always be clearly stated in the **regional appendix**.
- 11.2. The applicable **consumer** protection laws ensure **our** responsibility for the compliance of the **services** we provide with the **Terms**. Under this obligation, we are responsible for any lack of compliance regarding **services**, detected:
- a. within 2 years from a single delivery of content or **services** (such as purchasing a movie, service voucher, etc.);
 - b. at any time during the “continuous” provision of content or **services** to you (such as the **application**, **User Account**, other **services**, and their functionalities).
- 11.3. If you act as a **consumer** under relevant provisions of law, nothing in these **Terms** excludes or limits our liability where such exclusion or limitation is prohibited by mandatory consumer protection laws.
- 11.4. As a **user**, you have the right to expect high-quality **services** and providing means to resolve potential issues. As a **consumer**, you are entitled to all rights granted under applicable laws and any additional rights provided in these **Terms** or the additional

terms related to specific **services**.

- 11.5. We strive to provide you and other **users** with the best possible experience when using our **services**. We make reasonable efforts to ensure that our **services** are available and function properly. However, we do not guarantee uninterrupted or error-free operation of the services, because there are situations and events beyond our control. We are not responsible for interruptions, limitations or errors resulting from:
- a. **force majeure**,
 - b. providing false **personal data**, especially when creating your **User Account** or your misuse of our **services**,
 - c. sharing access to the **application** and your **User Account** with others,
 - d. your **device** does not meet the technical requirements described in these **Terms**,
 - e. the manner and quality of service provision by telecommunications operators with whom you have agreement (including internal service) and actions of third-party service providers. We are also not responsible for fees for services provided by these operators,
 - f. errors and issues with your equipment, software (e.g., Android or iOS), as well as software installed on the **device** that is not from us.
- 11.6. If you believe we have not adequately fulfilled our obligations (for example, if something hasn't worked or we haven't delivered a **service** you selected), you can file a complaint using the contact methods indicated in the digital channels through which you access our **services**, that are listed within applicable **regional appendix**. Detailed information on complaint procedures, including applicable time limits,

competent entities and alternative dispute resolution mechanisms, is provided in the relevant **regional appendix**.

- 11.7. When filing a complaint, we may ask for information to confirm your identity and a description of the issue. Keep in mind that we may not be able to assist you if you do not provide sufficient information or description of your issue.
- 11.8. We will address your complaint as quickly as possible, but no later than 30 days from its receipt. When you submit a complaint, we will send you confirmation of receipt on the same day.
- 11.9. We will inform you of the resolution of your complaint via the e-mail address you provided when submitting it.
- 11.10. If you are a **consumer**, you may be entitled to use alternative dispute resolution (ADR) procedures to resolve disputes arising from these **Terms**. Information about competent ADR bodies, applicable procedures and conditions is provided in the relevant **regional appendix**. Unless **regional appendix** states otherwise, we make no commitment to use out-of-court dispute resolution methods.

12. How do we change the Terms?

- 12.1. We provide the current version of the **Terms** electronically within each of our **application**.
- 12.2. We can amend the **Terms** for important reasons, which include:
 - a. new or amended legal regulations that affect the content of the **Terms**,
 - b. obligations imposed on us by public authorities or courts that relate to the content of the **Terms**,

- c. changes in the range of functionalities and **services** available within the **User Account**, such as extending the scope of **service** we provide using the **User Account** or their removal,
- d. changes in the operation of our **applications** that may affect your rights and obligations within the **User Account** and need to be described in the **Terms**,
- e. the need to improve support for you and other **users** - this also includes improving the complaint submission process,
- f. changes in the operation of the **application** itself that may affect your rights and obligations and must be described in the **Terms**,
- g. the necessity to enhance the protection of your privacy and the privacy of other **users**, as well as the security of **personal data**
- h. editorial changes, including the correction of typos, an incorrect usage of words or numbers,
- i. changes in technical, economic conditions, or market trends related to our **services**,
- j. changes in our name or registration and contact details,
- k. updating links to websites.

12.3. If we intend to change the **Terms**, we will notify you via e-mail notification. Archived and new versions of these **Terms** can be found [on our website with terms and conditions](#).

12.4. We will announce changes to the **Terms** no later than 14 days before they take effect, giving you time to familiarise yourself with the changes. There are 4

exceptions to this rule when we may implement changes sooner:

- a. If new or amended legal regulations arise so quickly that we cannot maintain the minimum 14-day period before the amended **Terms** comes into effect,
- b. If public authorities or courts impose obligations on us that must be fulfilled so quickly that we cannot adhere to the 14 days,
- c. If we grant you new rights or expand existing ones without imposing any obligations or burdens,
- d. If we introduce entirely new **services** that do not worsen or replace existing services.

12.5. Remember that **regional appendices** may introduce different time limits, procedures or requirements required by applicable law or local regulatory obligations.

12.6. From time to time, we may ask for your explicit acceptance of the amended **Terms** directly within one of our **applications**. In such a case, if **you** do not accept the **Terms** in any of the **applications** you use, we will not have a basis to continue providing you access to any of them, and we cannot ensure this access. In such a case, we ask that you refrain from using our digital **services** and delete your **User Account** before the changes take effect.

12.7. If you use more than one **InPost application (service)** and we change the main content of the **Terms** and request your acceptance, the acceptance of the amended **Terms** in one of the **services** you use will automatically be transmitted to the remaining **services**, meaning you do not need to accept the same **Terms** more than once.

12.8. In cases where your explicit consent is not required if, despite our notification that

changes are coming into effect , you do not agree with the updated **Terms**, you should cease using **services** and you should delete your **User Account** before the changes take effect. Continued use of the **services** after the effective date of the changes will be considered acceptance of the updated **Terms**.

13. Which rules apply in case of conflict?

- 13.1. These **Terms** form a modular regulatory framework consisting of the global core terms and **regional appendices**. To ensure legal certainty and transparency, the following order of priority applies if there is any inconsistency or conflict between provisions:
- a. If you are a **consumer**, mandatory provisions of the law applicable to your place of residence apply to you regardless of the content of these **Terms** and prevail where they are more favourable to **you**.
 - b. Where a provision of a **regional appendix** differs from the common terms, providing the relevant **regional appendix** applies to **you**, the **regional appendix** prevails.
 - c. Where a specific **service** is governed by **regional appendix**, such terms prevail over the common terms regarding that service.
- 13.2. This hierarchy applies solely to the extent necessary to resolve the conflict. All other provisions of such terms remain fully valid and binding.

14. What other information about the User Account is worth knowing?

- 14.1. Your **User Account** may occasionally be unavailable due to technical maintenance.

We strive to ensure our **services** are available 24/7, but sometimes we need to schedule maintenance. In such cases, we will inform you when the maintenance is to occur and how long it will last.

- 14.2. We may terminate our **Terms** with you and delete your **User Account** if you violate the terms of the **Terms** or if we cease to provide **services** – we will not do this immediately, unless it is required by law, but will inform you with one month's notice.
- 14.3. **Consumers** using the **InPost services**, including **User Account** may be entitled to specific rights described in the relevant consumer protection rights regulation. If such provisions apply to you, we may outline them to you in the **regional appendix** that applies to you.
- 14.4. **Consumers** in the European Economic Area (EEA) are entitled to withdraw from these **Terms**, under the **consumer** protection laws applicable in the EEA, under the following conditions:
 - a. you have the right to withdraw from the **Terms** with us within 14 days without providing any reason; you can use the withdrawal form template included in the **regional appendix** that applies to **you**, but it is not mandatory for the withdrawal to be effective,
 - b. the withdrawal period expires 14 days after the conclusion of the agreement, i.e., the first acceptance of these **Terms**,
 - c. to exercise the right of withdrawal, you must inform us of your decision to withdraw from the **Terms** through an unequivocal statement (e.g., a letter sent by post or email). Detailed information on how to exercise this right, including available contact methods and any withdrawal form, is provided in the **regional**

appendix applicable to you. If you use this option, we will promptly send you confirmation of receipt of your withdrawal notice on a durable medium (e.g., by email),

- d. to meet the withdrawal deadline, it is sufficient to send information regarding your exercise of the right to withdraw before the withdrawal period expires.
- e. withdrawal from the **Terms** equates to a request to delete the **User Account** (under data retention rules), which will prevent further use of **services**.
- f. specific **services** offered by us under these **Terms** may be subject to statutory limitations of the right of withdrawal. especially, where providing a service has begun with your prior express consent and acknowledgment of the loss of the right of withdrawal, or where other statutory exceptions apply, the right of withdrawal may not be available. Detailed information on applicable exceptions is provided in the **regional appendix that** applies to you.

14.5. If **you** have questions, requests, concerns or comments, you can always contact us using the form available on the website of the relevant entity of the InPost Group providing **services** to **you**, chat with us, or call our helpline as indicated above.

14.6. These **Terms** include appendices that regulate specific **services** which are more detailed and thus require precise descriptions of their provision. These appendices are part of the **Terms** and are listed in the table of contents to the **Terms**.

14.7. The **User Account** is intended for all **users** where we provide our **services**. For **users** assigned to the Polish region, this Part I of the **Terms** applies directly, therefore we apply Polish law. For **users** assigned to other regions, **Part I** applies together with the relevant **regional appendix**.

PART I (B): List of services provided by InPost (Functionality Matrix)

1. What services are available in different regions?

Below **you** can find a general overview of the types of **services** that may be available in different regions.

Please note that:

- not all **services** are available in every region,
- **services** may be introduced, modified or withdrawn over time,
- the most up-to-date information is always available in the **application**.

Globally, **services** may include, in particular:

- account registration, login and account management,
- **parcel** tracking, collection and related services,
- notifications and alerts related to services,
- access to **parcel lockers** and pick-up points,
- customer support and help services,
- marketing and communication services.

Additionally, in Poland they may also include parcel sending services, payment and billing services and parcel management services (such as changes or redirection). On top of that, Poland offers Loyalty **Programme**, **InPost Pay** and **InPost Assistant**.

For details of the terms and conditions of the **services** provided locally, please see:

- Appendix B1 – for **Poland**,
- Appendix B2 – for **Italy**,
- Appendix B3 - for **France**,
- Appendix B4 - for **Belgium**,
- Appendix B5 - for the **Grand Duchy of Luxembourg**,
- Appendix B6 - for the **Netherlands**,
- Appendix B7 - for **Spain**,
- Appendix B8 - for **Portugal**.
- Appendix B9 – for the **United Kingdom**.

Part I (C): Definitions used in the Terms (Glossary of terms)

Below we explain the meanings of definitions used in the **Terms** and their appendices. It does not matter whether these definitions are used in singular or plural, or if the letters are capitalized:

- 1) **Application** - This is our application available as a mobile and/or web application, which you can use after creating a **User Account**. Depending on the market, the application may operate under different brand names.
- 2) **Assigned region** - Means the country allocated to your **User Account** during registration, which determines the applicable services, legal framework and relevant regional appendix.
- 3) **Consumer** - A person defined by law as a “natural person”. Such a person, if using InPost **services** in a way that is not directly related to their business or professional activity, is granted specific rights by law, which we will highlight in the **Terms**. In some situations, these rights will also apply to a natural person who runs a business and has concluded an agreement with us directly related to that business, but the agreement is not professional in nature for such a person (as indicated by its content).
- 4) **Courier Services** - Services provided by us regarding parcels, involving their acceptance, sorting, transportation and delivery. We provide these based on separately concluded courier service agreements, and their basis can be, for example, the courier terms.
- 5) **Courier Terms** - This is what we call the separate terms that define the rights and obligations related to sending and delivering parcels, i.e., providing courier services.

- 6) **Device** - A smartphone or tablet that meets the technical requirements described in the Terms, enabling you to use specific InPost **services**.
- 7) **Force Majeure** - This refers to an event beyond your or our control, which has occurred outside of our influence and could not be predicted or prevented by either party. Examples include natural disasters (earthquakes, hurricanes, floods), as well as riots, general strikes, armed actions, and governmental actions (such as import/export bans and port blockades, expropriations).
- 8) **InPost** - Refers to companies of the InPost Group providing specific services in accordance with the **regional appendix**. This term also refers to “we”, “our” and “us” used in the Terms. A list of **entities of the InPost Group** can be found in Appendix C Part III to these **Terms**.
- 9) **Parcel** - A shipment that we accept and deliver according to other terms and conditions under which we provide courier services.
- 10) **Parcel Locker** - A self-service automated device belonging to our network, equipped with lockers that allow customers to collect or send parcels. Depending on the market, this device may operate under a local commercial name e.g. Paczkomat®, InPost Locker, Locker Mondial Relay, while providing the same core functionality.
- 11) **Personal Data** - Under GDPR, personal data means all information about you that allows for your direct identification (e.g., your email address) and indirect identification (e.g., your activity on a given website). We may obtain your personal data, such as your name, surname, phone number, email address, and delivery address, from you when you register an InPost Account or use InPost digital services.
- 12) **Privacy Policy**- A document in which we describe how we process your personal data related to the services provided in the selected market(s).

- 13) **Regional appendix** - Means a local appendix to these **Terms** that sets out mandatory legal requirements, local **service** rules and local law provisions and requirements applicable to users from the **assigned region**.
- 14) **Services** - The services and functionalities provided by us, including in digital form, available electronically, as listed in the **application** and in the list of **services** provided by InPost (Functionality Matrix) in Part I (B) to the Terms.
- 15) **Technical Break** - We implement this when a failure occurs or when we are updating an **application** or maintaining our servers. During a technical break, using the **User Account** or services may not be possible.
- 16) **Terms** - This document and its appendices, which regulate rights and obligations, both ours and yours.
- 17) **User Account** or **InPost Account** - Profile created by you, through which we identify you in our digital **services** and enable you to use our **application** and other services without needing additional registration.
- 18) **User** or **you** - Refers to an individual who uses our **services**. In these **Terms**, we address the user directly as “you”.
- 19) **Your Parcel** - A parcel addressed to you. We know this because the sender of the parcel has provided us with the recipient’s phone number, which matches the phone number you provided when registering your **User Account**.

PART II – GLOBAL AND REGIONAL APPENDICES

PART II (A) – GLOBAL SERVICE APPENDICES

Appendix A1: InPost Application Terms and Conditions

These additional terms and conditions apply to the **application** designed for smartphones, tablets and/or websites. This **application** is developed, maintained and offered to **you** by the relevant **entity of the InPost Group** indicated in the **regional appendix** that applies to you. You may also check the contracting company from the **list of the entities of the InPost Group** specified in the Appendix C Part III to these **Terms**.

These terms and conditions determine our and your rights and obligations related to the use of **application**.

1. What services are available in the Application?

- 1.1. The list of **services** provided within the **application** is included in the **list of services provided by InPost** (Functionality Matrix) in the Part I (B) to these **Terms**. Subject to your **assigned region** and **regional appendix**, you may use **application** to access the functionalities presented there.
- 1.2. Not all **services** listed on the list provided above are available in all regions. Certain functionalities may be introduced gradually and may be available only in selected regions or in pilot form.
- 1.3. Correct operation of our **services** may depend on whether you have and have activated on your **device** the modules such as: CSM, LTE or CPS, as well as on the access rules to **application**, which you selected and set up on your **device**.
- 1.4. Some of our **services** may require you to have other programs installed on your **device** that are independent of us, such as a web browser or PDF file readers.
- 1.5. Many of our **services** are related to **courier services** that we provide when handling

parcels. This applies, for example, to extend the **parcel** storage time to pick up a parcel from an **InPost Parcel Locker**. To get to know these conditions, please refer to the **courier terms**.

- 1.6. If **your parcel** has not yet been delivered to a **Parcel Locker**, you can choose to place it in the 'Easy Access Zone', i.e. in the bottom row of compartments in the **Parcel Locker**. You can select this service in the **parcel** details in the **application**. Here are the conditions for this functionality:
 - a. you can choose this option no later than when the **parcel** is handed over for delivery (as per the relevant parcel status available in **application**). Due to the fact that we do not have rigid hours for parcel receiving, handling and delivering, and the hours of our **courier services** also depend on the time the parcels are dispatched by our customers or by you, handing over a **parcel** for delivery may take place at different times.
 - b. we cannot guarantee that we will deliver the **parcel** to the Easy Access Zone, as these zones may already be filled with other **parcels**. In this case, we will deliver **your parcel** to an available compartment.
- 1.7. Certain **services** may be provided to you only after you take additional actions specified in the **Terms**, e.g. when you provide additional **personal data** necessary for a given **service** to be supplied.
- 1.8. As part of the **application's** development, we may introduce, modify, or remove additional functionalities. We will inform you about significant changes in this regard in the manner specified in the **Terms**. We can also provide services or content delivered by independent third parties. Using these services may require your acceptance of separate terms and conditions or privacy policies of those entities. Please note, that we are not a party to any agreements concluded between you and

external service providers, and we are not responsible for these services or their compliance with the law.

- 1.9. Among other things, we may provide functionalities based on artificial intelligence (AI) technologies, both our own and those supplied by external partners. The purpose of these tools is to provide you with additional support and expand the **application's** capabilities. Please remember that AI technologies, including language models, have their limitations. Content, suggestions, and responses generated by AI tools may be incomplete, inaccurate, outdated, or even incorrect. AI-generated content is for informational and assistive purposes only; it does not constitute binding advice (e.g., legal, medical, financial) and should not be treated as the sole source for decision-making. Therefore, we recommend verifying them in each case.
- 1.10. Input data you provide to AI tools (including text, files, attachments and other data) remains your property unless otherwise specified by separate terms of use for a given tool. By submitting data, you declare that it does not infringe the rights of third parties. Remember that you should not enter any special categories of data (e.g. health data), children's data, biometric data, or data enabling access to accounts (passwords, SMS codes, tokens), **payment card** data, trade secrets or other confidential information into AI tools – to the extent that it is not necessary to use the **application**. Depending on the external provider's technology, this data may be processed to improve AI models, under the provider's privacy policy.
- 1.11. AI tools may utilize third-party technology or services. In such cases, separate terms and conditions of those providers may apply to your use of those services. We are not responsible for the acts or omissions of those third parties, to the extent permitted by law. The provisions of the terms and conditions regarding exclusions and limitations of liability apply accordingly to AI tools.

- 1.12. By using the AI tools we provide, you retain your rights to the input data to the extent you are entitled to them. At the same time, you retain all right to the output data (AI tool responses) to the extent permitted by the application functionality and applicable law and you grant us a limited, non-exclusive licence to use the output data for the purpose of providing our services to you.
- 1.13. If we sell **services** via **application**, their prices will not be individually tailored to you, especially based on your behavior or preferences. We do not use such mechanisms.

2. How can you use Application?

- 2.1. If you want to use **application**, you must have a **device** that meets our technical requirements (which we describe later in these **Terms**), have the **application** installed (you can download it from stores like Google Play or the App Store), have a **User Account** set up (how to do this is detailed in a separate section above), and have Internet access (without Internet, **application** may not offer all its **services** and functionalities).
- 2.2. We respect legal regulations and care for our **users**. Therefore, you may not add content or data to **application** that:
- a. is unlawful,
 - b. constitutes malware (viruses, trojans, programs that modify the **application's** operation),
 - c. intercepts data available in **application**.
- 2.3. You may not use **application** in a manner that contravenes social norms, good practices, or disrupts the proper functioning of the **application**. We also protect our interests, so you cannot use **application** in a way that infringes upon them.

- 2.4. If you use **application** in violation of the above prohibitions, we may block your access to **application**.
- 2.5. Additional rules applicable in specific regions may be set out in the relevant **regional appendix**.

3. What Are the Technical Requirements for Using Application?

- 3.1. To use **application** seamlessly, you need:
 - a. a mobile phone number registered in a mobile network,
 - b. an e-mail address,
 - c. an Internet connection,
 - d. a device with Android or iOS.
- 3.2. For smooth use of **application**, we recommend using the most up-to-date version of the system software on your **device**. However, don't worry if you don't meet the Android or iOS version requirements or have an older version of the software on your **device**. This does not mean you are violating the **Terms**. There is a chance you might be able to run **application** on such a **device**. However, we cannot guarantee that the **application** will launch or operate smoothly on **devices** with older versions of Android or iOS. Therefore, we are not responsible for **application** issues related to using older versions of Android or iOS.
- 3.3. The current **Terms** always refers to the latest version of **application**, so we recommend that you regularly update the **app**. We do not support older versions of **application** or ensure their proper functioning.

- 3.4. If you notice any errors or vulnerabilities in **application**, we encourage you to report them via the contact channels indicated in the **application** or in the specific **regional appendix**.

4. How do we process personal data?

- 4.1. Detailed information on how we process your personal data related to the use of the mobile **application** is described in the **Privacy Policy**. Please familiarize yourself with it. If you have any questions, we encourage you to contact us – information on how to contact us regarding the processing of your personal data can be found in Part I of the **Privacy Policy**, Section 2. Who processes your data, table in point 2.3.

5. What are our intellectual property rights to the Application?

- 5.1. We (or companies affiliated with us) own the rights to **application**, including the source code, content used in the **application**, graphics, and other elements, unless we expressly state otherwise. These are protected by law, and you must not engage in activities that infringe upon our rights. Since we own the rights to **application**, we grant you a license to use it.
- 5.2. Nothing in these **Terms** transfers any ownership rights to **you**.
- 5.3. When you download our mobile **application** and/or access it via web **application**, we grant you a limited, non-exclusive, non-sublicensable and revocable license to use the **application** according to its intended purpose, including installing the **application** on other **devices**.
- 5.4. **You** cannot grant or transfer this license to someone else. **You** also cannot sell, transfer or distribute our **applications**.

- 5.5. **You** may use our **application** only:
- a. in accordance with these **Terms** and applicable law,
 - b. for lawful purposes,
 - c. within the scope of functionalities made available in your assigned region.
- 5.6. **You** may not use **application** in a manner that interferes with its normal operation or security. Unless permitted by applicable law, you may not:
- a. copy, modify, adapt, translate or create derivative works based on **application**;
 - b. reverse engineer, decompile or attempt to extract source code;
 - c. distribute, lease, sell, sublicense or make **application** available to third parties;
 - d. bypass technical protection measures;
 - e. use automated systems to access or scrape data from **application**.
- 5.7. This does not affect mandatory rights granted to **you** under applicable law.
- 5.8. We may provide updates, upgrades or patches to **application** from time to time. Such updates may be necessary for security, compliance, performance or functional reasons. **You** agree that certain updates may be installed automatically, where permitted by applicable law and your **device** settings.
- 5.9. The license granted to you under these **Terms** remains valid for the duration of these **Terms** and, therefore expires when you delete your **User Account**, you terminate the **Terms** or we terminate it because of your breach of **Terms**.

6. What are we not responsible for?

- 6.1. We strive to provide you and other **users** with the best experience using **application**. However, there are situations and events beyond our control. Below are situations and events for which we are not responsible:
- a. **force majeure**,
 - b. providing false **personal data**, especially when creating your **User Account**,
 - c. sharing access to **application** and your **User Account** with others,
 - d. your **device** not meeting the technical requirements described in section 4,
 - e. the manner and quality of service provision by telecommunications operators with whom you have agreements (including Internet services). We are also not responsible for fees for services provided by these operators,
 - f. errors and issues with Android or iOS, as well as software installed on the **device** that is not from us.

7. How to file a complaint about Application or services provided within it?

- 7.1. If you believe we have not adequately fulfilled our obligations regarding **application** (for example, if something hasn't worked or we haven't delivered a **service** you selected which was available according to the relevant **regional appendix**), you can file a complaint using the contact methods indicated in the digital channels through which you access our **services**, that are listed within applicable **regional appendix**. Detailed information on complaint procedures, including applicable time limits, competent entities and alternative dispute resolution mechanisms, is provided in the relevant

regional appendix, or via chat in **application**.

- 7.2. When filing a complaint, we may ask for information to confirm your identity and a description of the issue. Keep in mind that we may not be able to assist you if you do not provide sufficient information or description of your issue.
- 7.3. We will address your complaint as quickly as possible, but no later than 14 days from its receipt. When you submit a complaint, we will send you confirmation of receipt on the same day.
- 7.4. We will inform you of the resolution of your complaint via the email address you provided when submitting it.

8. What other information about **Application** is worth knowing?

- 8.1. **Application** may be unavailable due to **technical maintenance**. We strive to ensure the **application** is available 24/7, but if we need to schedule **maintenance**, we will inform you in the **application** when it is to occur and how long it will last.
- 8.2. If you no longer wish to use the **application**, you can delete the **application** from your **device** at any time. This does not automatically delete your **User Account**. If you want to delete your **User Account**, you can do so by contacting us. Information on contact channels to delete your **User Account** is available through the **application**. You can do this at any time without providing reasons and without incurring any costs.
- 8.3. We may terminate these Terms and Conditions where the **Terms** explicitly allow it. We may also terminate it if we cease supporting **application** - we will not do this immediately but will inform you with one month's notice.
- 8.4. Changing your **device** (without simultaneously changing the phone number associated

with the **application**) or logging out of the app does not result in the deletion of your **User Account**.

- 8.5. Since some of the **services** we provide are digital **services**, **consumers** using them are entitled to specific rights under applicable consumer protection laws, as described in the relevant **regional appendix**.
- 8.6. If you have questions, requests, concerns or comments, you can always contact us using contact channels available through the **application**.
- 8.7. These terms and conditions are part of the **Terms** and may be supplemented by the specific terms of the **regional appendix** according to your assigned region.
- 8.8. Applicable law and jurisdiction are determined under the relevant **regional appendix** depending on the **entity of the InPost Group** which provides **services** for **you**.

PART II (B) – REGIONAL APPENDICES

Appendix B1: Services provided in Poland

Version: 1.0

1. Introduction

The terms and conditions set out in this Appendix B1 and its appendices (the “**Appendix**”) apply to **users** when using **services** covered by it, in accordance with the assignment rules described in the point 6 of Part I (A) of the **Terms**. It supplements and amends them, where necessary to comply with applicable law, specifically regarding points 1–6 below. This Appendix reflects both:

- 1) mandatory requirements of Polish and EU law,
- 2) specific **services** and functionalities,
- 3) local payment and loyalty programmes,
- 4) region-specific operational arrangements.

The availability of such **services** is indicated in detail in the **application** and in this Appendix, while the general information is available in the **list of services provided by InPost** (Functionality Matrix) specified in Part I (B) of the **Terms**. From time to time, we may introduce new services or functionalities, modify existing ones, or discontinue certain **services**. As a result, the list of **services** described above may change. The most up-to-date information about the currently available **services** can always be found in the **application**.

In case of conflict, this **Appendix** prevails over the **Terms** to the extent required by

applicable law.

As one of the supporting tools in the **application**, we provide an AI chat functionality, based on the Bielik.ai artificial intelligence model and adapted to the characteristics of the services we provide. The chat feature is part of our **services** and is used to communicate with you in real time. The chat is powered by an AI Assistant, not a human. The AI assistant analyzes your questions and generates responses based on data patterns to facilitate quick and accurate communication. Please note that due to the nature of generative technology, chat responses may be incomplete, outdated, misleading, or irrelevant to your situation. You may use the chat only to obtain information, under the rules set out in the **Privacy Policy**. Please remember that any content you send via the chat must comply with the law, good practices, and must not infringe the rights of third parties. especially, we do not allow illegal, vulgar, hateful, violent, or other prohibited content to be posted in the chat. It is also prohibited to use the chat for harmful activities, abuse, security testing without our consent, attempts to circumvent security measures, or generate content in a manner that is illegal. We may use security mechanisms (e.g., content filtering, topic restrictions) to prevent abuse and the generation of content that violates the **Terms** and may temporarily restrict or block your access to the AI chat if you violate the **Terms** or if necessary for security reasons. As regards the remaining provisions, point 1 of Appendix A1 – Terms and Conditions of the InPost Application – applies to the AI tool.

2. Contracting Entity

For **users** covered by this **Appendix**, the contracting entity is InPost sp. z o.o. – a company registered and operating under Polish law, with its registered office in Krakow, at ul. Pana Tadeusza 4, 30-727 Krakow, Poland, entered in the Register of Entrepreneurs of the National Court Register under KRS number: 0000543759, NIP number:

6793108059.

You can contact **us** via [contact form](#), or by calling 746 600 000 or 722 444 000, by starting a chat provided by us within our services or sending a letter to: InPost sp. z o.o., ul. Pana Tadeusza 4, 30-727 Kraków.

3. Applicable Law

This **Appendix** is governed by Polish law. If **you** act as a **consumer**, mandatory consumer protection law of your place of residence applies where it is more favourable than provisions in this **Appendix**.

Therefore, if you are a **consumer**, you may bring a claim related to the **Terms** and this **Appendix** before the competent court in your place of residence or before the competent court in Poland. If you are not a consumer, any disputes arising out of or related to the **Terms** and this **Appendix** shall be resolved by the court having jurisdiction over the registered office of InPost sp. z o.o., unless mandatory provisions of law provide otherwise.

Consumers using our **services** to whom this **Appendix** applies are entitled to specific rights described in the **Polish Consumer Rights Act**. We have outlined these rights in appendix B1.3 to this **Appendix**. Below, we provide some additional information regarding these rights:

- 1) The Consumer Rights Act defines “digital services” as services allowing the consumer to: “a) create, process, store or access data in digital form; b) share data in digital form transmitted or created by the consumer or other users of the service, c) engage in other forms of interaction through digital data”,

- 2) The **services** we provide are not linked to the acquisition by the consumer of goods containing digital content or digital services (or linked in such a way that the absence of digital content or services would impede its proper functioning),
- 3) Appendix B1.3 applies to the agreement (or terms) under which we are obliged to deliver digital content or services (and other provisions) only when the agreement or terms pertain to digital content or services,
- 4) Appendix B1.3 does not apply when the **consumer** is solely obliged to provide **personal data**, and such data is processed by us solely:
 - to performing the agreement (or terms) or a statutory obligation, or
 - to improve security, compatibility, or other interoperability of software offered under an open and free license.

We inform **you** that we do not undertake to participate in alternative dispute resolution proceedings, unless participation is required by applicable law. You may nevertheless submit complaints directly to us in accordance with the complaint procedure set out in the **Terms** supplemented by points 5 and 6 below in this **Appendix**.

4. Language versions

This **Appendix** is available in Polish and other language versions. In case of discrepancies, the Polish language version prevails, unless mandatory law provides otherwise.

5. Complaints

If **you** believe **we** have not adequately fulfilled our obligations (for example, if something hasn't worked or we haven't delivered a service you selected), you can file a

complaint using the contact methods indicated in the digital channels through which you access our **services**, or by using the complaint form.

6. Withdrawal

To exercise your right of withdrawal from the **Terms**, you may submit your withdrawal notice within 14-day without providing any reason, using any of the following contact methods:

- by email to: oswiadczenie@inpost.pl,
- by telephone at: 746 600 000 or 722 444 000,
- via the chat function made available within our **services**,
- by sending a written statement by post to: InPost sp. z o.o., ul. Pana Tadeusza 4, 30-727 Kraków, Poland,
- by submitting the withdrawal form or any other clear statement electronically via the contact form.

You may use the withdrawal form template included in the Appendix B1.4 to this **Appendix**, however using the template is not mandatory for the withdrawal to be effective.

7. Definitions

Below we explain the meanings of definitions used in the **Appendix** and its appendices. The list supplements the definitions contained in the **Terms**. If a definition is written in bold in the **Appendix** and is not included in the list below, it means you should use the definition provided in the **Terms**. It does not matter whether these definitions are used

in singular or plural, or if the letters are capitalized:

- 1) **Acquiring Service** - A service that allows for the acceptance of payment cards and the handling of transactions, including authorization and transmission of payment orders to transfer funds to the recipient.
- 2) **Active Participant** - This term refers to a user who has completed at least one of the following activities:
 - Given marketing consents – in the form of PUSH/mail/SMS,
 - Completed any additional **task** from the list of all available tasks,
 - Redeemed a **reward** in the **program**.
- 3) **Appendix** - This document and its appendices, which regulates rights and obligations, both ours and yours.
- 4) **Application** or **InPost Mobile** - This is our application available as a mobile and/ or web application, which you can use after creating a **InPost Account**.
- 5) **Cart** - A service that allows you to order selected products or services from a retailer through the **application**, using **InPost Pay**, under its terms.
- 6) **Coupon** - A unique electronic code stored in your account, which allows you to redeem a reward with us or a **program** partner.
- 7) **Delivery** - This is a service provided by us, involving the transportation and delivery of goods you have purchased from a retailer to the address specified when placing your order through **InPost Pay**. In specific cases, as expressly indicated by us, the **delivery** service may be provided by a carrier other than **InPost**,
- 8) **InBox** - A reward in the **program** in the form of an electronic box containing random prizes (both virtual and tangible). InBox is an additional **reward** that may

occasionally appear in the **program** – if it does, we will provide details in separate regulations which will be available to you in the **InPost Mobile**. Using **InBox** may require acceptance of additional terms or privacy policies, as well as additional declarations or provision of personal data from you.

- 9) **InCoins** - Points that you earn for various tasks undertaken within **application**. If the terms of a given service allow, **InCoins** may be exchanged for specific benefits.
- 10) **InPost Pay** -This is a technological service that assists customers and retailers in managing the online shopping process. When you shop in an online store, the InPost Pay feature redirects you to the **InPost Mobile**, where you can create a cart and complete the purchase, including payment through the **payment gateway provided** by the payment gateway provider.
- 11) **Limits Information** - provided in the **program** about the maximum number of tasks you complete that will be rewarded with **InCoins** and within what time. Detailed information about limits can be found on the task card.
- 12) **Order** - Your purchase of goods or services offered by a seller, within the **application**, using **InPost Pay** and under the **Terms**.
- 13) **Partner** - An entity from which we receive **rewards**.
- 14) **Payment** - Your online transaction conducted through the payment gateway, where the retailer receives money from you for the order.
- 15) **Payment Card** or **Card** - A card issued by an authorized company that allows for cashless payments.
- 16) **Payment Gateway** - A technological service that allows you to pay for purchases at an online store of your chosen retailer, with delivery provided by **InPost**, and in

specific cases, as clearly indicated in the **application** – by another carrier. The payment gateway is available within the **application** as part of the **InPost Pay** function and includes payment methods visible in the **InPost Mobile** during order placement. Payment options may vary depending on the retailer, cart contents, and your technical capabilities. Some methods, such as deferred payment, may require you to accept additional terms and confirm that you meet the conditions set by the provider of that method.

- 17) **Payment Gateway Provider** - A company that supplies the payment gateway for the **InPost Pay** services and handles payments based on authorization to operate in Poland or another EU country.
- 18) **Payment Services Act** - The Polish Act of August 19, 2011, on payment services.
- 19) **Payment Token or Token** - A unique encrypted code that replaces your payment card data, provided by an independent external entity operating under appropriate authorizations and permissions.
- 20) **Payment Token Storage Service** - A service provided by us within the **application**, involving the storage of payment tokens for use in payments via **InPost Pay**.
- 21) **Periodic Task** - Referred to as “Challenges” in the **application**. If you complete them, you will receive a specified number of **InCoins**. Periodic tasks are only available for completion within a certain timeframe, after which they cannot be completed in exchange for InCoins.
- 22) **Permanent Tasks** - Also referred to as “Challenges” in the **application**. If you complete them, you will receive a specified number of InCoins. Permanent tasks can be completed at any time and are not time-limited.

- 23) **Point Promotion** - A temporary action in the program where, for a specified time, you can earn an increased number of **InCoins** for completing regular or periodic tasks.
- 24) **Program** - The service we have detailed in Appendix B1.1 Loyalty Program Terms and Conditions to this **Appendix**, which constitutes our loyalty program (of which we are the organizer).
- 25) **Reward Catalog** - A list of rewards available in the loyalty program under the “Reward Catalog” section.
- 26) **Rewards** - You can obtain them by exchanging **InCoins** in the **program**, provided they are available in the reward catalog.
- 27) **Seller** - A company or individual conducting business that offers the possibility to place an order using **InPost Pay** in their online store. You can find a list of sellers and their sales terms in the **InPost Mobile**, in the section related to InPost Pay, both before and after creating an **InPost Account**.
- 28) **Strong Authentication** - Securing your data by using at least two different verification methods, such as something you know, something you have, or your distinctive characteristics.
- 29) **Tasks** - Refers to periodic tasks or permanent tasks.

8. Table of contents

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Appendix B1.1 – Loyalty Program Terms and Conditions

Appendix B1.2 – InPost Pay Terms and Conditions

Appendix B1.3 – Consumer rights regarding digital content or services

Appendix B1.4 – Withdrawal template form

Appendix B1.1 – Loyalty Program Terms and Conditions

I. What Are the Assumptions of the Loyalty Program?

1. This appendix outlines the rules of your participation in the **program**. Participation in the **program** is voluntary.
2. By joining the **program**, you accept its terms as described in the **Terms** and this appendix.
3. The current **InPost Mobile** terms and **program** terms can be found within the **application**.

II. Who Is a Participant in the Loyalty Program?

1. If you use the **InPost Mobile** with access to the program, you are participating in the **program**.
2. To participate in the **program**, you must:
 - 1) have an **InPost Account**,
 - 2) accept the **Terms** (when creating an **InPost Account** or due to changes in the **Terms**), and
 - 3) have the **InPost Mobile** with access to the **program**.
3. The most current version of the **InPost Mobile** provides access to all program functionalities. If you have an older **InPost Mobile** version and do not update it to the

latest version with **program** access, you may not be able to use all functionalities or even the entire **program**.

4. Using the **InPost Mobile** is necessary for active participation in the **program**.
5. Our employees can also participate in the **program** if they are **InPost Mobile** users.

III. Where Can You Learn About the Program and Is Active Participation Required?

1. **Program** functionalities are available in the **InPost Mobile**, under the "Rewards" section.
2. In the "Rewards" section, you can learn about the **program's** progress, promotions, special offers, and other benefits related to your participation.
3. Additionally, if you provide us with the necessary consent, we will send you information about the **program's** progress (e.g., via push notifications or other communication channels such as email or SMS). You can opt out of these notifications at any time in the **InPost Account** settings.
4. Participation in the **program** does not require any action on your part. You decide independently whether you want to actively participate. If you're not interested, you don't need to complete the activities required to become an "active participant" (as described in Part I (C) – Glossary of terms, defining "**active participant**") or exchange **InCoins** for **rewards**. You can also opt out of notifications about collected **InCoins** by contacting us at dane_osobowe@inpost.pl.
5. Using the **program** as an **active participant**, including exchanging **InCoins** for **rewards**, is also voluntary.

IV. What Can You Do Within the Program?

1. The **program** is an electronic service through which we enable you to:
 - a. collect **InCoins**,
 - b. view the number of **InCoins** you have and the history of changes in their balance,
 - c. browse the **reward catalog** and exchange accumulated **InCoins** for available **rewards**,
 - d. view available **tasks** for earning **InCoins**,
 - e. access **rewards** exchanged for **InCoins**.
2. We may introduce other technical functionalities within the **program**.
3. We may also organize temporary lotteries, contests, and permanent or temporary promotions, which we will inform you about in the **InPost Mobile**.
4. Lotteries will be organized based on separate terms provided by the lottery organizer.

V. How Can You Earn InCoins in the Program?

1. You can collect **InCoins** if your **InPost Mobile** version includes **program** access. How to access the **program** in the **InPost Mobile** is explained in section II of this appendix.
2. **InCoins** are awarded for **permanent tasks** and **additional tasks**.
3. Each task available in the **InPost Mobile** includes:

- a. its name,
 - b. **task** details—what you need to do to earn **InCoins**,
 - c. the number of **InCoins** you will receive for completing the **task**,
 - d. the **limit** - information on the maximum number of **tasks** that will be rewarded with **InCoins** and within what time,
 - e. for **periodic tasks**, the task validity period, i.e., the date range within which the **task** completion will be rewarded with **InCoins**,
 - f. a link to the **partner's** website (for tasks conducted in collaboration with a **partner**).
4. In addition to **permanent tasks**, we may provide **additional tasks** to all users or specific groups at any time.
5. **InCoins** will be awarded for completing specific activities indicated in the **task**.
6. We may conduct periodic **point promotions**, where completing **permanent** or **additional tasks** within a specified time will earn you more **InCoins**.
7. Information about **point promotions** will be provided with specific **tasks** (in the **app**) and will include the promotion period, the possible number of **InCoins** to earn, and a description of the **task** for which you will receive an increased number of **InCoins**.
8. In addition to **permanent** and **additional tasks**, you can also collect **InCoins** through our **partners**, who offer this opportunity in their campaigns, partnership programs, and other organized activities. The possibility of earning **InCoins** from partners and

the conditions for granting them are specified in the dedicated regulations for each activity, available from the respective **partner**.

VI. How Are InCoins Calculated and How Long Are They Valid?

1. **InCoins** are automatically calculated after completing each task, but no later than 48 hours after receiving or sending a **parcel**.
2. Their calculation is confirmed via push notifications unless you have opted out of this form of communication in the **InPost Account** settings.
3. You receive **InCoins** only by using the phone number linked to your **InPost Account**, including when providing it during any transactions or orders. If you provided a different phone number, you will not receive **InCoins** (they may be received by the **user** whose phone number was registered for the shipment).
4. **InCoins** that you have not exchanged for **rewards** expire after 12 months from the date of receipt.
5. **InCoins** expire on a monthly cycle, meaning: always on the first day of each new calendar month after full 12 months.
6. When you exchange or use **InCoins**, they are deducted from the oldest to the newest (at the time of exchange for a **reward**).
7. You can receive **InCoins** through complaints in the following situations:
 - a. If you correctly completed a task, but we did not calculate **InCoins** or calculated them incorrectly,
 - b. If we removed **InCoins** before their expiration date,

- c. If, for reasons beyond your control, you cannot complete the task correctly (you will then receive **InCoins** as specified in that **task**).

VII. How to Check the History of InCoins Credited?

1. At any time, you can check every change in your InCoins balance in the **InPost Mobile** under the "InCoins History" section, including:
 - a. Credited **InCoins**,
 - b. **InCoins** exchanged for **rewards**,
 - c. **InCoins** that have expired,
 - d. **InCoins** credited through complaints.
2. We will collect and store the history of your transactions within the **program** for 24 months.
3. You have access to the history of all credited and spent **InCoins** from the last 24 months.
4. Products excluded from the **program**, for which **InCoins** are not awarded, are described in the **InPost Mobile**.
5. To get information about the current number of **InCoins**, you must have an Internet connection.
6. **InCoins** cannot be converted to cash or exchanged for monetary funds.
7. Unused **InCoins** do not lose their validity due to logging out of the **InPost Mobile**.

8. If you want to earn **InCoins** for tasks related to the InPost Fresh **InPost Mobile**, you must have an account in the InPost Fresh application using the same phone number you provided when creating your **InPost Account**. A detailed description of tasks and the rules for awarding **InCoins** to InPost Fresh application's users will be specified in the **InPost Mobile**.
9. As an InPost Fresh application's user, to earn **InCoins** and exchange them for **rewards**, you must have a version of the **InPost Mobile** that includes the **program** (how to access the **program** in the **InPost Mobile** is explained in section II of this appendix).

VIII. How to Exchange Points for Rewards and What Rewards Can You Receive?

1. As a program participant, you have access to all available rewards within the **reward catalog** provided in the **InPost Mobile**.
2. You can exchange **InCoins** for **rewards** in the **reward catalog** available in the **InPost Mobile** under the "Rewards" section. Some **rewards** may only be available for a specified period or until supplies last. We will inform you of such situations in the description of the **reward**.
3. We may change the **reward catalog**. You do not lose the rights to **rewards** obtained before such changes. The current **reward catalog** is always available in the **InPost Mobile** with **program** access.
4. We may offer participation in periodically organized lotteries, contests or promotions as a **reward**—under the terms described in sections IV.3 and IV.4 of this appendix.

5. As a **reward**, we may also offer you the opportunity to participate in or support campaigns and initiatives, including charitable or social campaigns. These may involve exchanging or donating **InCoins** for specific purposes indicated in the **reward** description in the reward catalog.
6. The **reward catalog** contains information about the number of **InCoins** needed to exchange for a **reward**, the reward's validity date (applies to all **rewards**).
7. To exchange **InCoins** for a **reward**, you must have a sufficient number (required for the exchange, according to the **reward** description available in the **reward catalog**).
8. The **reward** you exchanged for **InCoins** will appear in the "My Rewards" section of the **InPost Mobile**. You can also set the **InPost Mobile** to send the reward to the email address you provided.
9. You cannot return a **reward** exchanged for **InCoins** or exchange it for money.

IX. How to Withdraw from the Program?

1. If you do not wish to participate in the **program**, you don't have to be an active participant. We encourage you to read Appendix A1 to the **Terms**. This means you can continue using the **InPost Mobile** and skip any functionalities related to the **program**. The **program** is part of the **InPost Mobile**, so if you do not want it to be available, you must stop using the **InPost Mobile** entirely and delete your **InPost Account**. Instructions on how to stop using the **InPost Mobile** are described in section 8.2 of the Appendix A1 to the **Terms**.
2. If you recreate your **InPost Account**, even using the same or similar **personal data**, we do not restore previously earned **InCoins**.

3. Logging out of the **InPost Mobile** does not mean deleting **InCoins** or stopping their accrual.
4. After logging back into the **InPost Mobile**, you will regain access to your **InPost Account** and transaction history.

X. Where and How Can You File a Complaint?

1. Complaints are handled according to the **Terms** and Polish law.
2. If you choose a **reward** that is a **coupon** entitling you to receive goods or services from us, we are liable to you in accordance with the Consumer Rights Act regarding non-compliance of goods or services with the contract. The exchange of a **reward** for a defect-free one occurs if you return the defective **reward** to us.
3. If you choose a **reward** that is a **coupon** entitling you to receive goods or services from a partner, we are only responsible for ensuring the partner will honor such a **coupon** within its validity period and according to the rules set in the reward catalog. The partner is responsible for the goods or services (including their quality).
4. You can also file a complaint about a **reward** if its redemption is not possible (for example, if the **reward** is a discount code that is incorrect or does not activate the discount). If the error occurred on our part, we will return the **InCoins** you exchanged for the defective **reward**.
5. We are not liable for non-compliance of a tangible **reward** obtained through a lottery (i.e., non-compliance of goods or services with the contract). All complaints about rewards from the lottery organizer, including exchanging a defective reward for a defect-free one, should be directed to the organizer of such a lottery.

XI. What Other Information About the Program Should You Know?

1. If you commit violations described in sections 2.2 and 2.3 of the Appendix A1 to the **Terms** within the **program**, it may lead to consequences described in section 2.4 of the Appendix A1 to the **Terms**. Regardless, in cases mentioned in sections 2.2 and 2.3 of the Appendix A1 to the **Terms**—if they pertain exclusively to program violations—we will request you to cease them, providing an appropriate deadline, always not shorter than 7 days (counted from the day after you receive the request). If you do not comply with our request, we may permanently deprive you of part or all of the InCoins you have collected (depending on the nature of the violation). We will justify each decision and communicate it to you in the **InPost Mobile**. You can file a complaint about such a decision (according to the principles described in the **Terms**).
2. **InCoins** earned by you before February 1, 2026, remain valid for 24 months under the previous version of the Terms. When you redeem or use **InCoins**, they are deducted starting from the oldest to the newest.

Appendix B1.2 – InPost Pay Terms and Conditions

These additional terms and conditions apply to the **InPost Pay service** offered within the **application - InPost Mobile**.

The terms define the rules for providing the **InPost Pay service** via the **InPost Mobile**. The conditions of sale of goods or services remotely, concluded between **you** and the **seller**, are governed by the seller's sales terms.

Within these terms, we establish our and your rights and obligations related to using the **InPost Pay service**.

1. What is InPost Pay?

- 1.1. **InPost Pay** enables a quick purchase path in the seller's online store using personal data saved by you, as well as payment and delivery data within the **InPost Account**.
- 1.2. The **InPost Pay** service is available for remote sales agreements where delivery is to be made by InPost, and in specific cases – by another courier service provider, as indicated in the **application**.
- 1.3. Within the **InPost Pay service**, we create a **cart** in the **InPost Mobile**, which is a digital service that allows you to:
 - 1) place an order in the online store of the chosen **seller** via the **InPost Mobile**,
 - 2) enter discount codes to reduce the **payment** amount for the **order** according to separate terms,
 - 3) display the **order** summary (including possible **delivery** costs),

- 4) display the expected **delivery** date of the **order**, if **delivery** is provided by **InPost**,
 - 5) make **payment** for the **order** through the **payment gateway**.
- 1.4. The **cart** is single use. Providing this **service** ends when you place an **order** or opt not to place it. However, the **cart** remembers information about selected **InPost Mobile** for the next 30 (thirty) days. Storing the **cart's** contents for this period does not guarantee the availability of selected goods or services to enable placing an **order** later.
 - 1.5. We may inform you about the saved **cart** contents without finalizing the order, using messages under the **application Terms**.
 - 1.6. Using the **InPost Pay service**, including the **cart** service, is not associated with paying additional fees.
 - 1.7. The **payment gateway** is part of the **InPost Pay service**. The **payment gateway** allows you to use selected **payment** methods for the **order**. The list of available **payment** methods is available in the **InPost Mobile**.
 - 1.8. In every case, the sales agreement for goods or services is concluded directly with the **seller**. Within InPost, we only provide the digital functionality for creating the **cart** and completing the purchase process within the **application**.

2. How Can You Use InPost Pay?

A. General Information

- 2.1. To use **InPost Pay**, you must have an **InPost Account** and accept the current **Terms**.

2.2. Before using **InPost Pay** for the first time, we will ask you to fill out an interactive form in the **application** and provide:

- 1) your name,
- 2) your e-mail address,
- 3) your residential address.

2.3. You can opt out of using the **InPost Pay** service at any time. Remember that deleting the **InPost Mobile** from your **device** is not equivalent to deleting your **InPost Account** or **InPost Pay** service data.

B. How Does the Purchase Process Work in InPost Pay?

2.4. You can start the purchase process with **InPost Pay** at any chosen **seller's** online store according to the available options. By clicking the "Add to InPost Cart" button on the selected product or service page on the **seller's** site, you will issue a command to transfer **cart** data to the **InPost Mobile**.

2.5. Then:

- 1) If you have an outdated **InPost Mobile** version, we will ask you to download and install the latest **InPost Mobile** version;
- 2) If you do not have an active **InPost Account**, we will ask you to register an **InPost Account**. We may also ask you to indicate preferred delivery and **payment** methods with InPost Pay;
- 3) If you have the current **InPost Mobile** version, an active **InPost Account**, and are logged into the **InPost Mobile**, we will guide you through pairing the

shopping **cart** with the **InPost Mobile** and creating the **cart** using instructions displayed sequentially on the **seller's** online store and in the **InPost Mobile**.

2.6. After pairing the shopping **cart** and creating the **cart** in the **application**:

- 1) You will confirm the delivery and payment method in the **InPost Mobile** and review and accept the **seller's** sales terms;
- 2) You will place the order by clicking the "Order and Pay" button (in **InPost Mobile** versions older than 3.50, this button reads "Buy and Pay");
- 3) You will accept the sales terms of the chosen **seller**.

2.7. Acceptance of the **seller's** sales terms is necessary for us to successfully complete your purchase process.

2.8. When you buy products or services from the **seller**, the sales agreement is concluded according to the **seller's** sales terms, accepted by you. Usually, when you place an **order**, it means the sales agreement is concluded. However, sometimes the **seller** may specify in their sales terms that your **order** is only a purchase offer. In such cases, the sales agreement is concluded only when the **seller**, after verifying the availability of the ordered goods, confirms that they accept your order and can fulfil it. Confirmation of the order by the **seller** means acceptance of your purchase offer and the conclusion of the sales agreement.

2.9. You can choose the **delivery** from the options available for **your order** in the **InPost Mobile**.

2.10. The **seller** sends confirmation of the sales agreement along with the sales terms to the email address you provided during **InPost Account** registration. The **seller** issues

and sends documents confirming the purchase of goods or services through **InPost Pay** according to their own sales terms.

C. Hot Products in InPost Pay

2.11. Within **InPost Pay**, we may promote offers and display information encouraging the purchase of selected goods from chosen **sellers**. We may also use placement mechanisms as defined by the Act on Counteracting Unfair Market Practices, which involves highlighting and specially marking **seller** offers within the visible "Hot Products" feature in the Shopping section of the Discover tab in the **InPost Mobile**. These offers are marked as promoted offers in two formats:

1) Carousel:

- Offers displayed with the name, store logo, price, and image visible,
- Users can click on an offer to view its details.

2) Dropdown List (by clicking "see all") - presents a larger number of offers.

2.12. We highlight Hot Product offers based on specific criteria, such as the popularity of a given item, **user** interest, and high demand for certain goods. We do not receive any benefit related to the promoted item.

2.13. By clicking "I want this!" on the carousel or "+" on the dropdown list, you will be redirected to the product page on the **seller's** online store, where you can finalize the purchase - either directly on the **seller's** website or as a standard purchase through **InPost Pay**.

2.14. The exact order of display and the promotion period of products within the Hot Products functionality is determined based on:

- 1) your history of previous clicks on Hot Product offers;
 - 2) your purchase history;
 - 3) your search queries in the **application**.
- 2.15. You initiate the purchase of a product from a promoted offer within the Hot Products functionality in the selected online store. After starting this process, you may - but are not required to - pair your **cart** with **InPost Pay** and continue placing the **order** in the **application**.

3. What Are the Technical Requirements for Using InPost Pay?

- 3.1. The **InPost Pay** service is available on mobile **devices** with the Android operating system with active Google services or iOS. You can use **InPost Pay** only after logging into your **InPost Account** in the **InPost Mobile**.
- 3.2. The technical conditions for using the **InPost Mobile** are defined by **Terms**.
- 3.3. We do not guarantee the proper functioning of the **InPost Pay** service if you use hardware and software that do not meet the **application's** technical requirements.

4. How Do You Pay for Your Order in InPost Pay?

- 4.1. When you add goods or services to your **cart** in the **InPost Mobile**, you will see their full prices, including all charges such as duties and taxes, including VAT. If there are any **payment** restrictions for your **order**, the **seller** will inform you of them in their online store no later than at the start of placing the **order**.

- 4.2. Directly before placing the **order**, that is, before clicking the "Order and Pay" button (in **application** versions older than 3.50, this button reads "Buy and Pay"), we will show you the total price of the goods or services and any additional charges in the **InPost Mobile**.
- 4.3. **Payments** in **InPost Pay** are processed by external payment service providers. Before paying, familiarize yourself with and accept the payment provider's terms, following the instructions displayed on the screen.
- 4.4. Some **payment** methods, such as deferred payment, may require you to accept additional terms and undergo additional verification to ensure you meet the conditions set by the provider of that **payment** method.
- 4.5. If you place subsequent **orders** through **InPost Pay**, the **InPost Mobile** will remember the **payment** method you previously selected and display it when placing a new **order**. You can manually change the **payment** method to another by selecting from the available options on the dropdown list in the **order** summary in the **InPost Mobile**.
- 4.6. The **seller** covers the fees for using the **payment** methods you choose, except for transaction fees charged by your bank. You bear the costs associated with deferred payment according to the conditions set by the provider of this service. We will inform you of these costs no later than at the start of placing the **order** in the **InPost Mobile**. The payment service provider always provides information regarding these charges.
- 4.7. **Payment** for goods or services you purchase goes directly to the **seller**. When placing an **order** in the **InPost Mobile**, you can indicate that someone else (e.g., your employer) will pay for you by selecting the appropriate option in the order form.

- 4.8. In the **application's cart**, you can use vouchers and discount **coupons** granted to you. You can combine them, but the final amount to be paid by you cannot be less than 1 złoty (PLN). The rules for using vouchers and **coupons** are defined by separate terms adopted by their issuers. Vouchers and **coupons** from **sellers** are applied first, followed by those granted by us.

5. Delivery Terms with InPost Pay

- 5.1. When using **InPost Pay**, you can select **delivery**, from the options available for your **order** in the **application**. The available delivery options with **InPost** are described in the InPost regulations, which you can find at [website with our terms](#) - these include the regulations, including for the "Paczkomaty 24/7" service by InPost Sp. z o.o. If the **seller** provides **delivery** through an external carrier, the terms and conditions of such **delivery** are set out in the carrier's terms and conditions, which are made available by the **seller** in accordance with the communication sent by the **seller**.
- 5.2. Directly before placing an **order** in the **InPost Mobile**, you will see the **delivery** options, schedules, and costs available for your **cart**. The **seller** will inform you of any **delivery** restrictions no later than at the start of placing the **order** in their online store.
- 5.3. In your **InPost Account**, you can add and save delivery addresses to use for future orders in **InPost Pay**.
- 5.4. For **orders** delivered by InPost, you can track your **delivery** status in the **InPost Mobile** under the "Tracking Shipments" section. For **orders** delivered by another carrier, the **seller** provides **delivery** tracking tools as part of their own sales communications.

6. Payment Card Terms

A. General Information

- 6.1. The following provisions apply to your activities in **InPost Pay** if you consent for InPost to save and store a unique code (**token**) of your **payment card** used for purchases in online stores of sellers via **InPost Pay**.
- 6.2. Within **InPost Pay**, we provide a service for storing your **payment card** code (**payment token**). This service is free of charge.
- 6.3. If you consent to save the payment **token**, it will constitute an agreement between you and InPost for providing electronic services. You do not need to provide this consent to use the **InPost Mobile** and **InPost Pay**.
- 6.4. The **payment token** storage service is available only to **InPost Mobile users** and is provided according to its regulations.
- 6.5. The rules for using the **payment gateway** and available **payment** methods are described in other sections of the regulations.

B. What Does the Payment Token Storage Service Include?

- 6.6. InPost allows you to save an encrypted **payment card** code (**payment token**) in your **InPost Account** for easier and secure card payments for goods and services purchased from **sellers** in **InPost Pay**.
- 6.7. You can use the **payment token** storage **service** only for your **payment card**, for which a **token** has been previously generated. You cannot use a **payment card** code belonging to someone else.
- 6.8. You can save more than one payment **token** in your account.

- 6.9. As part of the **payment token storage service**, we use a third-party service for generating network **tokens** in cooperation with globally recognized card organizations, such as Visa and MasterCard. This means that if your **payment card** expires, a new card issued by your bank will be visible in your **InPost Account** via the associated **token**, allowing you to use it for further payments until you delete the saved **token** from your **InPost Account**.
- 6.10. InPost does not store full details of your **payment card**, such as the number, expiration date, or CVC/CVV code.
- 6.11. **Payment tokens** are stored securely, protected from unauthorized access.
- 6.12. You can generate and save a **payment token** after making your first **card payment** in **InPost Pay** and completing strong authentication, as well as after consenting to save the generated **payment token** in the **InPost Mobile**.
- 6.13. Strong authentication is conducted via your bank's or payment institution's website or mobile application, according to the terms of your agreement with them or the **payment card's** regulations.

7. How Can You Use the Payment Token Storage Service?

- 7.1. To use the **payment token storage service**, you must have the latest **InPost Mobile** version, create an **InPost Account**, use **InPost Pay**, and agree to save the **payment card** code (**payment token**) in the **InPost Account** settings. You can use the **payment token storage service** only after logging into your **InPost Account**.
- 7.2. Using the **payment token storage service** requires you to set a PIN number, which allows access to the **InPost Account** functions for saving the **token**.

- 7.3. You can opt out of the **payment token** storage **service** at any time by deleting all saved **tokens** from your **InPost Account**.
- 7.4. During a purchase via the **InPost Mobile**, **payment** by card is the default **payment** option displayed. You can change it and select another **payment** method from those available in the **payment gateway**.
- 7.5. By clicking the "Order and Pay" button (in **InPost Mobile** versions older than 3.50, this button reads "Buy and Pay") after selecting **card payment**, you agree to initiate the **payment** process using the **payment token**.
- 7.6. The second and each subsequent **payment** using the **payment token** does not require strong authentication unless the card issuer deems it necessary.
- 7.7. **Card payments** are processed and settled by the **payment gateway** provider.
- 7.8. InPost does not provide **payment** services to you or your selected **seller**. At no stage of the purchase process do we have access to **payment** funds; we do not participate in their processing or settlement and are not responsible for their correct execution.

8. What Are We Responsible For?

A. Scope of InPost Responsibility

- 8.1. Within **InPost Pay**, we help you complete the purchase of goods or services from the **seller** via the **InPost Mobile**. However, the sales agreement for these goods or services is concluded directly between you and the **seller**, and InPost is not a party to it. The **seller** is responsible for all matters related to the sales agreement, offer, and purchase warranty.

- 8.2. InPost is responsible for the operation of the **InPost Mobile**, including **InPost Pay**, under the regulations, and for **delivery** provided by **InPost** according to separate regulations. A **delivery** carried out by another carrier is the responsibility of that carrier, in accordance with the relevant terms and conditions, and of the **seller**. Payment confirmation for an **order** from the **seller** is sent to you by the entity handling **payments** through the **payment gateway**.
- 8.3. By accepting these **Terms**, you agree that:
- a. The **payment gateway** may be temporarily unavailable—any such unavailability will be communicated to you as soon as possible via the **application**;
 - b. The functions of the **payment gateway** may change;
 - c. If you wish to use the deferred **payment** service for an **order** in **InPost Pay**, you must undergo additional verification. We are not responsible for the inability to fulfill your **order** if you do not meet the conditions required by the provider of this service or if the **payment** fails for any other reason.
- 8.4. Our responsibility in other areas of our business related to **InPost Pay** is described in separate regulations concerning postal services, which you can find on the [website with our terms and conditions](#).

B. What Is the Seller Responsible For?

- 8.5. Within **InPost Pay**, the **seller** is responsible for:
- a. complying with all legal obligations towards you, especially those related to your **consumer** rights, conformity of goods with the sales agreement, quality guarantee, and the right to withdraw from a remotely concluded agreement;

- b. clearly informing on their website, at the beginning of the **order** placement process, about all terms and restrictions related to **delivery** and **payment**, especially about **delivery** costs;
 - c. sending you confirmation of the sales agreement and sales terms according to applicable regulations;
 - d. proper execution of the sales agreement, including **delivery** of goods to you and ensuring that the goods comply with the sales agreement;
 - e. the correct **delivery** of the goods through a carrier other than **InPost**.
- 8.6. Other rules of the **seller's** responsibility are defined by their sales terms, which you must accept each time before completing an **order** in the **InPost Mobile**.

C. What Are You Responsible For?

- 8.7. Remember that you are solely responsible for providing correct and complete information during **InPost Account** registration or updates. This includes account data used for logging into **InPost Pay** (Google, Apple ID), **payment** methods, and the **delivery** address and method.
- 8.8. related to using **InPost Pay**, you are responsible for damages resulting from:
- a. using the **payment token** storage **service** if the **payment card** encrypted with the **token** belongs to someone else;
 - b. sharing login data with third parties;
 - c. an unauthorized third party using a mobile **device** on which you have the **InPost Mobile** installed or saved login data. Your responsibility is excluded

from the moment you report the loss or theft of this device to us and we block the **application**, or when you change your **InPost Account** login data.

- 8.9. Your rights and obligations towards the **seller** related to the purchase of goods or services in **InPost Pay** are defined by the **seller's** sales terms and applicable legal regulations.
- 8.10. Your rights and obligations towards the **payment gateway** provider related to agreements concluded with them are defined by the provider's service terms and applicable legal regulations.

9. How to File a Complaint About InPost Pay?

- 9.1. If you have any problems with the **application's** operation, **InPost Pay service**, or **payment token** storage, you can file a complaint online according to rules described in section 5 of this Appendix B1.
- 9.2. The complaint should include your name, surname, email address used for account registration, and a description of the problem. If it concerns payment token storage, also provide the payment card number.
- 9.3. We will review your complaint within 30 days of receipt. On the day we receive the complaint, we will send you an email confirming its receipt.
- 9.4. We will inform you of the complaint resolution via email to the address from which you sent the submission.
- 9.5. Complaints regarding the sales agreement are handled by the **seller** according to their established terms.

- 9.6. If your complaint concerns the **payment** service, report it directly to the **payment** provider, following the principles and deadlines specified in their regulations. If you submit such a complaint to us, we will forward it to the **payment** provider and inform you.

10. What Is the Significance of the Terms and Conditions and How Do We Change Them?

- 10.1. By accepting the **Terms**, you enter into an agreement with us for providing electronic **services**.
- 10.2. If you use **InPost Pay** in a manner inconsistent with the **Terms** or legal regulations, your **InPost Account** may be blocked by us at any time and with immediate effect. Your **InPost Account** may be blocked in the event of:
- a. you providing false, incomplete or misleading information during registration or use of the **InPost Pay**;
 - b. use of the **InPost Pay** for the purpose of committing a crime, offence or other violation of law, including e.g. fraud, extortion, infringement of intellectual property rights, protection of personal data or personal interests of third parties;
 - c. taking actions that may threaten the security of our IT systems, including attempts to gain unauthorised access to data or to interfere with the functioning of the service;
 - d. breach of social norms, good practice or actions that are detrimental to our reputation.

We will inform you immediately about the block and its reason; you can file a complaint against the decision.

- 10.3. If you delete your **InPost Account**, our agreement with you for using **InPost Pay** is immediately terminated. You can delete your **InPost Account** at any time. We may also delete the **InPost Account** on our initiative in cases specified in the **Terms**, such as when you submit content to the **InPost Mobile** that violates the law, as well as if we cease operations related to **InPost Pay**.
- 10.4. If you are a **consumer**, you have 14 days to withdraw from the agreement with us without giving a reason. You can do this by sending us an appropriate statement. We will confirm receipt of your statement via email.
- 10.5. You can stop using **InPost Pay** at any time. If you do not agree to changes in the **Terms**, you must do so before they come into effect.
- 10.6. After deleting your **InPost Account**, you can recreate it at any time. When you delete your **InPost Account**, all data about your transactions and cart will be removed from the **InPost Mobile** and restoring them is not possible. InPost may store this data in its systems until the complaint deadlines expire. If you create a new **InPost Account**, you must enter the data from scratch.
- 10.7. The agreement for **payment token** storage ends immediately when you delete your **InPost Account**. However, you can stop using the **payment token** storage **service** at any time.
- 10.8. We may change the terms if the law or **InPost Mobile** functions, including **InPost Pay**, change, and in situations described in the **Terms**.

11. What Other Information About InPost Pay is Worth Knowing?

- 11.1. All rights to the **InPost Mobile**, including InPost Pay, and its texts, graphics, photos, videos, programs, tools, databases, trademarks and logos belong to InPost. You cannot copy or share materials from the **InPost Mobile** without written permission from InPost unless the law allows it.
- 11.2. If something is not expressly regulated in these **Terms**, the principles from other InPost terms may apply, which you can find on the [website with our terms and conditions](#).
- 11.3. All matters related to the use of **InPost Pay** are governed by Polish law according to point 3 of this Appendix B1.

Appendix B1.3 - Consumer rights regarding digital content or services

Article 43j of Polish Consumer Rights Act

Full Text on Consumer Rights:

1. The entrepreneur shall provide the consumer with digital content or a digital service promptly after the conclusion of the contract, unless the parties have agreed otherwise.
2. Digital content is considered delivered when the content itself or the means to access or download the digital content has been made available to the consumer or a physical or virtual device chosen by the consumer for this purpose, or when the consumer or such device has gained access to it.
3. A digital service is considered delivered when the consumer or a physical or virtual device chosen by the consumer for this purpose has gained access to it.
4. If the entrepreneur has not delivered the digital content or digital service, the consumer may request its delivery. If the entrepreneur does not deliver the digital content or digital service promptly or within an additional, explicitly agreed timeframe by the parties, the consumer may withdraw from the contract.
5. The consumer may withdraw from the contract without requesting the delivery of digital content or a digital service if:
 - 1) It is clearly evident from the entrepreneur's statement or circumstances that they will not deliver the digital content or service, or
 - 2) The consumer and entrepreneur agreed, or it is clearly evident from the

circumstances of the contract conclusion, that a specified delivery date of the digital content or service was significant for the consumer, and the entrepreneur did not deliver them within that date.

6. The burden of proof for the delivery of digital content or a digital service lies with the entrepreneur.
7. In the event of the consumer withdrawing from the contract, the provisions of Article 43o apply accordingly.
8. The provisions of paragraphs 1-7 do not apply if the contract stipulates the delivery of digital content via a tangible medium.

Summary of Key Information:

Services that qualify as "digital content" or "digital services" are provided to you promptly unless we have informed you of a different delivery time before you select them. If, despite selecting the digital content/service, you do not have access to it, you may request its delivery from us. You also have the right to withdraw from the contract under the terms described in the summarized provision.

Article 43h of Polish Consumer Rights Act

Full Text on Consumer Rights:

1. Digital content or digital services are considered compliant with the contract if, in particular, their:
 - 1) Description, type, quantity, quality, completeness, functionality, compatibility, interoperability, and availability of technical support and updates are consistent with the contract;

- 2) Suitability for a particular purpose that the consumer needs, which the consumer informed the entrepreneur of no later than at the time of contract conclusion and which the entrepreneur accepted.
2. Additionally, for digital content or digital services to be deemed compliant with the contract, they must:
- 1) Be suitable for purposes for which digital content or services of the same type are normally used, considering applicable legal provisions, technical standards, or good practices;
 - 2) Be provided in such quantity and possess such features, including functionality, compatibility, availability, continuity and security, as are typical for digital content or services of the same type, which the consumer can reasonably expect, taking into account the nature of the digital content or service and public assurances made by the entrepreneur, their legal predecessors, or persons acting on their behalf, particularly in advertising or labeling, unless the entrepreneur demonstrates that:
 - a) They did not know about the public assurance and, reasonably assessing, could not have known about it;
 - b) The public assurance was corrected before the contract was concluded, maintaining the conditions and form in which the public assurance was made, or in a comparable manner;
 - c) The public assurance did not influence the consumer's decision to conclude the contract;
 - 3) Be provided with accessories and instructions that the consumer can reasonably expect to be delivered;

- 4) Be consistent with the trial version or announcement made available to the consumer by the entrepreneur before contract conclusion.
3. The entrepreneur informs the consumer about updates, including security updates, necessary to maintain compliance of the digital content or service with the contract and provides them to the consumer for the duration:
 - 1) specified in the contract for the continuous delivery of digital content or services, or
 - 2) reasonably expected by the consumer, considering the type of digital content or service and the purpose for which they are used, and the circumstances and nature of the contract if the contract provides for the delivery of digital content or services as a single event or in parts.
4. If the consumer does not install updates provided by the entrepreneur within a reasonable time according to paragraph 3, the entrepreneur is not liable for non-compliance of the digital content or service with the contract resulting solely from the lack of updates, provided that:
 - 1) the consumer was informed about the update and the consequences of not installing it;
 - 2) non-installation or incorrect installation of the update was not due to errors in the installation instructions provided by the entrepreneur.
5. The entrepreneur is not liable for non-compliance of the digital content or service with the contract concerning paragraphs 2 or 3 if the consumer, no later than at the time of contract conclusion, was explicitly informed that a specific feature of the digital content or service deviated from the compliance requirements specified in paragraphs 2 or 3, and explicitly and separately accepted the lack of a specific feature of the digital content

or service.

6. If the contract provides for the continuous delivery of digital content or services, the digital content or service must remain compliant with the contract for the duration specified in the contract.
7. Digital content or services are delivered in the latest version available at the time of contract conclusion unless the parties agree otherwise.
8. For the integration of digital content or services, the provisions of Article 43b paragraph 5 apply accordingly.

Summary of Key Information:

Examples of whether the digital product offered to you is compliant with the terms are provided in the summarized provision. This also applies to updates of digital content or services (which are necessary to maintain compliance with the terms). We are not responsible for any non-compliance of the digital content/service with the contract (or terms) if, before your selection (e.g., before creating an InPost Account), we clearly informed you that a feature of the product deviates from those described in paragraph 2 of the summarized provision, and you accepted this in a clear and separate manner. Additionally, if we informed you about the necessity of performing updates and the consequences of skipping them (and did not provide incorrect instructions on how to carry out the update), and you still did not perform the update within a reasonable time, we are also not responsible for any non-compliance of the digital content/service with the contract (or terms) resulting solely from the lack of updates.

Article 43I of Polish Consumer Rights Act

Full Text on Consumer Rights:

1. The entrepreneur is responsible for non-compliance with the contract of digital content or digital services delivered as a single event or in parts, which existed at the time of delivery and manifested within two years from that moment. It is presumed that any non-compliance with the contract that becomes apparent within one year of delivery existed at the time of delivery.
2. The entrepreneur cannot rely on the expiration of the time period to identify non-compliance of digital content or services with the contract as specified in paragraph 1 if they have fraudulently concealed the non-compliance.
3. The entrepreneur is responsible for non-compliance with the contract of digital content or digital services delivered continuously, which occurred or manifested during the period they were supposed to be delivered according to the contract. It is presumed that any non-compliance that becomes apparent during this period occurred at that time.
4. The entrepreneur is responsible for non-compliance with the contract of digital content or services in the scope regulated by Article 43k paragraph 3, which occurred during the period specified in that provision.
5. The presumptions specified in paragraphs 1 and 3 do not apply if:
 - 1) the consumer's digital environment is not compatible with the technical requirements that the entrepreneur clearly and understandably communicated before the contract was concluded;
 - 2) the consumer, clearly and understandably informed before the contract was concluded of the obligation to cooperate with the entrepreneur to determine whether the non-compliance of digital content or services with the contract is due to the characteristics of the consumer's digital environment, fails to fulfill

this obligation.

Summary of Key Information:

We are responsible for any non-compliance of digital content/services with the contract (terms) if it manifests within two years from the time of delivery. Regulations protect your rights, but in certain situations, this protection is limited (as described in paragraph 5 of the summarized provision).

Article 43m of Polish Consumer Rights Act

Full Text on Consumer Rights:

6. If digital content or services are not compliant with the contract, the consumer may request that they be brought into compliance with the contract.
7. The entrepreneur may refuse to bring the digital content or services into compliance with the contract if doing so is impossible or would incur excessive costs for the entrepreneur.
8. When assessing the excessiveness of costs for the entrepreneur, all circumstances of the case are considered, including the significance of the non-compliance and the value of compliant digital content or services.
9. The entrepreneur shall bring the digital content or services into compliance with the contract within a reasonable time after being informed by the consumer of the non-compliance, without undue inconvenience to the consumer, considering their nature and purpose. The costs of bringing the digital content or services into compliance with the contract are borne by the entrepreneur.

Summary of Key Information:

If the digital content/service is not compliant with the contract (or terms), you can request that we correct the non-compliance. We may address the non-compliance within a reasonable time and without undue inconvenience to you, unless bringing the digital content/service into compliance with the contract (or terms) is impossible or would incur excessive costs on our part.

Article 43n of Polish Consumer Rights Act

Full Text on Consumer Rights:

10. If digital content or a digital service is not compliant with the contract, the consumer may issue a statement for a price reduction or withdrawal from the contract when:
 - 3) bringing the digital content or service into compliance with the contract is impossible or would incur excessive costs, as per Article 43m paragraphs 2 and 3;
 - 4) the entrepreneur has not brought the digital content or service into compliance with the contract according to Article 43m paragraph 4;
 - 5) the non-compliance of the digital content or service with the contract persists despite the entrepreneur's attempts to bring it into compliance;
 - 6) the non-compliance of the digital content or service with the contract is significant enough to justify a price reduction or withdrawal from the contract without prior use of the remedy specified in Article 43m;
 - 7) it is clearly evident from the entrepreneur's statement or circumstances that they will not bring the digital content or service into compliance with the contract within a reasonable time or without undue inconvenience to the consumer.

9. The reduced price must be proportional to the price in the contract, reflecting the value of the non-compliant digital content or service compared to the value of compliant digital content or service. If the contract states that the digital content or service is delivered in parts or continuously, the price reduction should consider the period during which the digital content or service was non-compliant with the contract.
10. The consumer cannot withdraw from the contract if the digital content or service is provided in exchange for payment of the price, and the non-compliance with the contract is insignificant. It is presumed that the non-compliance of digital content or service with the contract is significant.

Summary of Key Information:

In the situations described by the provision, you can request a price reduction or withdraw from the contract. You cannot withdraw from the contract if the digital content/service is paid for and the non-compliance with the contract (or terms) is insignificant - but it is our responsibility to prove that the non-compliance is indeed insignificant.

Article 43o of Polish Consumer Rights Act

Full Text on Consumer Rights:

11. After withdrawing from the contract, the entrepreneur cannot use content other than personal data provided or created by the consumer during the use of digital content or services provided by the entrepreneur, except for content that:
 - 1) is useful only in connection with the digital content or service that was the subject of the contract;
 - 2) relates solely to the consumer's activity during the use of the digital content or service that was the subject of the contract;

- 3) has been combined by the entrepreneur with other data and cannot be separated without undue difficulty;
 - 4) was created by the consumer jointly with other consumers who can still use it.
11. The entrepreneur must provide the consumer, upon request and at the entrepreneur's expense, within a reasonable time and in a commonly used machine-readable format, content created or provided by the consumer during the use of digital content or services, other than personal data, except for content referred to in paragraph 1 points 1-3.
 12. The entrepreneur may request the return of the physical medium on which the digital content was delivered within 14 days from the day of receiving the consumer's statement of withdrawal from the contract. The consumer must return the medium immediately and at the entrepreneur's expense.
 13. The entrepreneur is not entitled to request payment for the time during which the digital content or service was non-compliant with the contract, even if the consumer actually used them before withdrawing from the contract.
 14. The entrepreneur is obligated to refund the price only in the part corresponding to the non-compliant digital content or service and the digital content or service that no longer needs to be delivered due to withdrawal from the contract.
 15. The entrepreneur must refund the price due to the consumer as a result of exercising the right of withdrawal from the contract or price reduction promptly, no later than within 14 days from the day of receiving the consumer's statement of withdrawal from the contract or price reduction.
 16. The entrepreneur shall refund the price using the same payment method used by the consumer unless the consumer explicitly agrees to another refund method, which does

not involve any costs for them.

Summary of Key Information:

The provision describes how and to what extent we can process the data you provided if you withdraw from the contract in accordance with your rights, as outlined in this appendix. It also specifies how you can access these data. Furthermore, the provision establishes rules for refunding the price for non-compliant digital content/services if you exercise the right of withdrawal described in the appendix.

Article 43p of Polish Consumer Rights Act

Full Text on Consumer Rights:

12. The entrepreneur may change digital content or services that are not necessary to maintain their compliance with the contract only if the contract provides for such changes and only for justified reasons indicated in the contract. However, the entrepreneur cannot change digital content or services delivered as a one-time event.
13. Implementing a change mentioned in paragraph 1 cannot involve any costs for the consumer.
14. The entrepreneur must inform the consumer clearly and understandably about the change mentioned in paragraph 1.

Summary of Key Information:

If we provide you with digital content/services continuously or in parts, we may make changes if the contract (terms) allows for such changes and justifies them. The change will not involve any costs on your part. We will inform you about this change.

Article 43q of Polish Consumer Rights Act

Full Text on Consumer Rights:

15. If the change mentioned in Article 43p paragraph 1 significantly and negatively affects the consumer's access to or use of digital content or services, the entrepreneur must inform the consumer with appropriate advance notice on a durable medium about the characteristics and timing of the change and the rights mentioned in paragraphs 2 or 3.
16. In the case mentioned in paragraph 1, the consumer may terminate the contract without notice within 30 days from the day the change mentioned in Article 43p paragraph 1 was made or informed about, if the notification occurred later than the change. Article 43o applies accordingly.
17. Paragraph 2 does not apply if the entrepreneur has provided the consumer with the right to retain, at no additional cost, the digital content or services compliant with the contract in an unchanged state.

Summary of Key Information:

If we intend to make a change to the digital content/service that is significant and negatively impacts your access to or use of the digital content/service, we must notify you in advance in an appropriate manner. If you cannot maintain the digital content/service in its unchanged state without incurring additional costs, you have the right to terminate the contract.

Article 32a of Polish Consumer Rights Act

Full Text on Consumer Rights:

18. In the event of withdrawal from the contract for the delivery of digital content or services, the entrepreneur, from the day of receiving the consumer's statement of

withdrawal from the contract, cannot use content other than personal data provided or created by the consumer during the use of digital content or services provided by the entrepreneur, except for content that:

- 1) is useful only in connection with the digital content or service that was the subject of the contract;
 - 2) relates solely to the consumer's activity during the use of digital content or services provided by the entrepreneur;
 - 3) has been combined by the entrepreneur with other data and cannot be separated or can only be separated with disproportionate efforts;
 - 4) was created by the consumer jointly with other consumers who can still use it.
17. Except for the cases referred to in paragraph 1 points 1-3, the entrepreneur must provide the consumer, upon request, with content other than personal data that was provided or created by the consumer during the use of digital content or services provided by the entrepreneur.
18. The consumer has the right to retrieve digital content from the entrepreneur free of charge, without obstacles by the entrepreneur, within a reasonable time and in a commonly used machine-readable format.
19. Upon withdrawal from the contract, the entrepreneur may prevent the consumer from further using digital content or services, especially by blocking access to digital content or services or blocking the user account. This provision does not affect the consumer's rights mentioned in paragraph 2.

Summary of Key Information:

The provision outlines the rules for our use of information (other than personal data) in the

event that you withdraw from the contract for the delivery of digital content/services, as well as our rights to block access to digital content/services. It also specifies your rights to retrieve the content you provided.

Appendix B1.4: Template withdrawal form

Us:

InPost sp. z o.o.

ul. Pana Tadeusza 4

30-727 Kraków

Template Statement of Withdrawal

(please fill out and return this form only if you wish to withdraw from the contract)

Location, Date:

How to Withdraw?

You have 14 (fourteen) days to withdraw (days counted from the date of receipt of goods).

The completed withdrawal form should be sent to the email address: bok@inpost.pl or to our address indicated above.

Please send the paid shipment to our address indicated above.

Name and Surname:

Email Address:

Phone Number:

Statement of Withdrawal from Contract

I hereby declare, based on the Consumer Rights Act of May 30, 2014, that I withdraw from the digital services contract with InPost sp. z o.o., concluded on (date, year).

Signature

(Name and Surname)

Appendix B1.5: Terms of Use of InPost Assistant for User

These **terms** govern the digital assistant service supporting the **user** within the functionalities offered by the **InPost Mobile application**, including in particular purchases made using the **application**. The **InPost Assistant** has been created, is maintained and offered by us – InPost sp. z o.o. with its registered office in Kraków at ul. Pana Tadeusza 4 – for its **user**, i.e. you.

These **terms** set out the rules for us providing the **InPost Assistant** through the **application**, and the conditions of distance sales contracts concluded between you and the **seller**.

In exceptional circumstances, individual sales conditions set by a given **seller** may apply; you can review the detailed content of those conditions in the **seller's** profile card. In each case, we will explicitly inform you in the relevant individual **seller's product card** when and to what extent the sales conditions set by that **seller** will apply.

These **terms** describe our and your rights and obligations in connection with your use of the **InPost Assistant**.

The terms we use in these **terms** are explained in Appendix A – the table of definitions.

In addition, in Appendix B we set out the rules for using discount vouchers as part of the **InPost Assistant** service.

The Out of the Box shop terms and conditions, setting out the terms of **InPost's** own offer available for purchase through the **application**, are available on our website. Please note that in the event of any conflict between these two documents, the provisions of these **Terms** will prevail.

1. What is InPost Assistant?

- 1.1. Within **InPost Assistant**, we enable you to search and browse **goods** from individual **sellers**, build a shopping **basket** and place an **order** with the help of **InPost Assistant**, using your **personal data** as well as **payment** and **delivery** details saved in your **InPost Account**. Additionally, within **InPost Assistant** you will receive information about the possibility of purchasing products you are searching for outside **InPost Assistant** – i.e. by using the purchase path on a third-party website.
- 1.2. **InPost Assistant** is available to **users** of the **application** who are 18 years of age or otherwise have full legal capacity.
- 1.3. **InPost Assistant** is an artificial intelligence-based solution. It presents search results, product recommendations and other content (including inspirations, deals and **goods** from your favourite **sellers**) based on your activity, including your search and purchase history. Please note that artificial intelligence is a new and continuously evolving technology and is therefore not free from errors. We do, however, make every effort to ensure that the actions and suggestions provided by **InPost Assistant** are of the highest possible quality.
- 1.4. Please note that the correct functioning and availability of all features of the **InPost Assistant service** in the **application** depend on your **device** settings and the consents you have given, in accordance with the **application** terms that you have previously accepted. We would also draw your attention to the fact that if you wish to use speech-to-text tools (i.e. tools that convert human speech delivered to the **device** via the microphone into written text), you may be required to accept additional terms of use of those tools in accordance with the requirements of our external technology suppliers.

- 1.5. Using **InPost Assistant** does not involve any additional charges.
- 1.6. Within **InPost Assistant**, we provide solely the service of delivering digital functionality in the scope of: (i) searching for **goods**, creating a **basket** and enabling you to conclude a contract with the **seller** within the **application**; (ii) presenting information about the possibility of purchasing products you are searching for outside **InPost Assistant** – i.e. by using the purchase path on a third-party website (outside the **application** environment).
- 1.7. Within **InPost Assistant**, we also provide the possibility of making **payments** for **orders** using methods supplied by an external **payment operator**.
- 1.8. Whenever you make a purchase within **InPost Assistant**, you conclude the sales contract for **goods** with the **seller indicated on the seller's product card**; in the case of **InPost's** own offer (Out of the Box), the **seller** is **InPost** (see point 1.12). The **seller's** detailed information is indicated each time in the **seller's** profile card, accessible from the **seller's product card** by clicking on the **seller's** name.
- 1.9. Before making a purchase within **InPost Assistant**, you receive clear information in the **application** about the division of responsibilities between the **seller**, us and the **payment operator**. This information is available on each **seller's** card (profile), on the card containing all sale offers for a given product, and on the individual **seller's product card**.
- 1.10. For your security, we are organisationally responsible for handling all complaints and settling your claims relating to contracts concluded by you with **sellers** in the **application** within **InPost Assistant**, ensuring your protection in the event that the **seller** fails to meet its obligations. This means that if it turns out that the **seller** is not fulfilling its obligations under the sales contract concluded within **InPost Assistant**, we may handle your complaint independently and refund the

amounts you paid to you. If, in the context of a complaint, you prefer a solution other than a refund, please contact the **seller** directly. We endeavour to continuously monitor the performance of all sales contracts concluded through our service. You may also write to us directly about your matter using the [contact form](#). The detailed rules for submitting complaints are set out further in these **terms**. Please also note that we are not responsible for sales contracts that you conclude on third-party websites (and not within **InPost Assistant**) and under the terms set by those parties.

- 1.11. The **payment operator** is responsible for processing transactions carried out within the **InPost Assistant** service, the purpose of which is to transfer to the **seller** the funds due to it in respect of the distance sale of **goods** concluded within **InPost Assistant**. The **payment operator** is UniCredit S.A. Oddział w Polsce (Polish Branch), acting as an acquiring agent within the meaning of the Act on Payment Services.
- 1.12. Regardless of offers from third parties (**sellers**), you can use the **InPost Assistant** to purchase products offered directly by InPost through the Out of the Box shop (also available at www.outofthebox.pl). These offers, marked as 'InPost Offer', are sold directly by InPost – in this case, InPost is the **seller**, not an intermediary. Consequently:
 - a. the **sales contract** is concluded directly between **you** and **InPost**;
 - b. the rules set out in Appendix C to the **Terms** apply to Out of the Box offers. In particular: (i) you have the right to withdraw from the sales contract within 14 days without giving any reason; (ii) you may submit a complaint through the **application**, using [our form](#), or by email to: reklamacje_outofthebox@inpost.pl; (iii) we are liable to you for any defects

in the goods for at least 2 years from the date of **delivery**;

- c. if you withdraw from the contract for the purchase of an Out of the Box product, you may return the goods in accordance with the terms set out in clause 5 of the **Terms** using a **Paczkomat®**. Details of the return's procedure (including the return address) can be found in the order summary within the **application**;
- d. **InPost** acts both as the operator of the **InPost Assistant** platform and as a direct seller of products from the Out of the Box offering. These products are clearly marked within the **application** to enable you to distinguish them from offers from independent **sellers**. The **InPost Assistant's** recommendation algorithm does not use data that is not publicly available to give **InPost's** offers preferential treatment over those of other **sellers**;
- e. You can, as always, purchase products from the Out of the Box offering directly on the shop's website – in this case, your purchase is governed by the shop's terms and conditions.

2. How can you shop with InPost Assistant?

A. General information

- 2.1. To use **InPost Assistant**, you must have an **InPost Account** and use the **application**.
- 2.2. You can stop using the **InPost Assistant** at any time. Please note that deleting the **application** from your **device** does not mean deleting your **InPost Account** or the **InPost Assistant** data. A description of the rules for managing, including deleting, your **InPost Account** and the data collected during your use of the **application**

and the **InPost Assistant** can be found in Part I (A) and Appendix A1 of the General Terms and Conditions of InPost Account Services.

- 2.3. **InPost Assistant** is a recommendation tool that makes it easier to search for and compare **goods** and supports the purchasing process in the **application**. It also searches for and presents information about the possibility of purchasing products you are searching for outside **InPost Assistant** – i.e. by using the purchase path on a third-party website.
- 2.4. **InPost Assistant** will inform you that it is an AI system and may make mistakes and give imprecise answers. **InPost Assistant's** responses are more accurate the more precise your queries are. Please note that the final decision to purchase always rests with you.
- 2.5. Before you use **InPost Assistant** for the first time, we will ask you to answer a few questions about your preferences. Providing answers is voluntary, but it will allow for better matching of product recommendations and search results to your needs. You may skip this step.
- 2.6. Questions about the selection and presentation of **sellers' goods** and information about the possibility of purchasing your searched **goods** outside **InPost Assistant** can be sent to: wsparcie@inpost.pl or via the [contact form](#).

B. How does the purchase process with InPost Assistant work?

- 2.7. To shop, open **InPost Assistant** in the **application**. You can type what you are looking for, or use the suggestions we have prepared for you on a dedicated screen entitled "Deals", containing seasonal recommendations, inspiration and offers. When you click on one of these recommendations, we will take you to the purchase path as described in the following provisions of this section.

- 2.8. You will then see **goods** from various **sellers**. Select the products you are interested in and add them to your **basket** – you can choose **goods** from one or more **sellers** at a time. Check your **basket** and confirm your **order**. If, in accordance with the description given in point 2.7 above, you open **InPost Assistant** and type what you are looking for, in addition to **goods** offered by various **sellers**, **InPost Assistant** may also present information about the possibility of purchasing the **goods** on external e-shop websites, as well as information on services provided by external partners, you are looking for outside the **application** and the **InPost Assistant** feature, i.e. by using the purchase path on a third-party website.
- 2.9. When you make a purchase within **InPost Assistant**, at every stage of selecting **goods** and placing your **order**, we show total prices which include all charges, such as customs duties and taxes, including VAT – with the exception of the **delivery** fee, which is presented separately on the **order** delivery method selection screen. If there are any restrictions on **payment** or **delivery** for your **order**, we will inform you of this no later than at the start of placing your **order**. Before placing your **order**, we will also provide you with at least the following information: the **seller's** name or trading name, registered address, VAT number (if applicable), and contact email address. This information will be available in the **seller's** profile, which you can access from the basket summary screen, the **order** summary screen and from the individual **seller's product card**.
- 2.10. Immediately before placing your **order** – i.e. before you click the "Delivery and payment" button – we will show you in the **application** the total, combined price of the **goods** and the **delivery** fee for the delivery method you have selected. The price shown in the **order** summary is always the final and binding price.

- 2.11. By clicking the "Order and pay" button, you express your intention to conclude a sales contract with the **seller** on the terms set out in the **order** form and in these **Terms**, and you undertake to pay for the **order** using the selected **payment** method. InPost forwards the **order** to the **seller** and is not a party to the sales contract. The exception to this are products from **InPost's** own offering (the Out of the Box shop), for which **InPost** is also the **seller**.
- 2.12. After purchase, the **application** will display an **order** summary with information about what you bought, for how much and from whom.
- 2.13. The sales contract between you and the **seller** is concluded when the **seller**, after verifying the availability of the **goods**, confirms the possibility of fulfilling your **order** and accepts it for processing. The **seller's** confirmation of the **order** means acceptance of your purchase offer and conclusion of the sales contract. Each **seller** has 24 hours to confirm acceptance of the **order** for processing. If, after that time, you have not received confirmation of acceptance of the **order**, it will not be processed and the **seller** will be obliged to refund the full amount you have paid; if the **seller** fails to do so, we will make the **payment** on its behalf. If you wish to cancel your **order** before it is fulfilled, please contact the **seller** directly – in that case the **seller** will inform us of the cancellation, and you will receive a refund of the amount you paid. Please note that, as a rule, the cancellation of an **order** should take place before a shipping label is generated for the **order** – after that point the **seller** may not be able to cancel the **order** in the system and may therefore ask you to return the **order** after it has been delivered to you.
- 2.14. The **goods** will be sent to you by the **seller**. You can track the status of your shipment in the **application**.

- 2.15. In every case, you have the right to obtain, before purchase, clear and transparent information on:
- a. the entities involved in processing your transaction, including us, the **seller** and the **payment operator**, along with a description of their roles and responsibilities;
 - b. the complaint procedure and the buyer protection measures we apply, including a detailed description of the course of action and the conditions for a refund;
 - c. the conditions for withdrawal from the sales contract;
 - d. the costs and conditions for returning the ordered **goods**;
 - e. the possibility of contacting the **seller**;
 - f. the possibility of contacting us to obtain support in the event of problems with the **seller** or your complaint.

We publish the relevant information on the seller's card, within individual seller's product cards, in the order summary, and in additional materials and the frequently asked questions' section.

- 2.16. Please note that the successful fulfilment of your **order** through the **InPost Assistant** depends on the validity of the data you provide.

C. Presentation of sellers' goods, recommendations and "Best Price Deal" highlights

- 2.17. The search for **goods** from individual **sellers** takes place by matching the word or part of a word you have entered, the characteristics of the **goods** you are looking for or other **goods** parameters, with the corresponding products that have been

developed and added to our product catalogue in a way that enables such matching.

2.18. We use the following tools to assist with the search:

a. search results are displayed according to the phrase, characteristics and consistency with the content of your conversation with **InPost Assistant**, so that only **goods** that are lexically and semantically matching your query are returned; in doing so, we also take into account:

- availability and delivery time (high importance),
- relevance to the query and preferences (high importance): the match between **goods** parameters and search criteria, filtering and the preferences you have declared,
- contextual factors (lower / medium importance), such as:
 - season / time of year (e.g. communion season, wedding season, summer holidays),
 - public holidays and special events (e.g. Black Friday, Mother's Day, Children's Day),
 - your purchase history,
 - time lapsed since your last purchase,
 - current weather conditions,
 - situational context as added by you,
 - compatibility with previously purchased goods,
 - complementary products,

- social trends;
- b. you can additionally sort **seller's product cards** by issuing a command to **InPost Assistant** within a given format, by category and sub-category, as well as by price, current promotions and sellers;
 - c. we use a solution that causes the following to appear higher on the list of searched **goods**:
 - **sellers' goods** that are subject to a discount,
 - **sellers' goods** that are attractively priced ("Best Price Deal"),
 - **sellers' goods** that are currently popular (for which we take into account the number of clicks on a given **seller's product card** over the last 90 days),
 - **sellers' goods** that are bestselling (for which we take into account the number of **orders** placed for a given **seller's goods** or the turnover achieved by that **seller** over the last 90 days).
- 2.19. After you select the **goods**, we will redirect you to a screen showing all the individual **product cards** for those **goods** from each **seller**.
- 2.20. The rules described in sections 2.17-2.18 and 2.22-2.26 define how we assign visibility to **sellers' product cards** in search results and determine their order. These rules constitute ranking within the meaning of the Polish Act on Combating Unfair Market Practices. Regardless of these rules, we may further increase the visibility of selected **sellers' product cards** by displaying recommendations and marking selected cards as promoted or sponsored; these cards are always clearly marked. If we receive compensation or other benefits from the **seller** for increasing the visibility of a **product card**, including its higher position in search

results, we will clearly inform you of this by means of an appropriate marking directly next to the relevant search result.

- 2.21. In a dedicated section of the **application** interface, we present general information on the main parameters that determine ranking. We also indicate the significance of these parameters in comparison with other search parameters.
- 2.22. We also highlight **seller's product cards** marked as "Best Price Deal", which indicate the lowest price for a given **goods** listing (having its own individual, unique product number) among all cards for that **goods** available in the **application**. You can see on what basis a given **seller's product card** has been highlighted with the "Best Price Deal" label by clicking the "i" icon.
- 2.23. **Seller's product cards** highlighted as "Best Price Deal" are visible in a dedicated section, as well as in the general search and sorting results that **InPost Assistant** displays in response to your query. They are additionally labelled for better visibility.
- 2.24. We may display special labels on **seller's product cards** on the home screen of the **application**. Each such specially labelled card has an "i" icon in a circle – by clicking on it you can check why a given **seller's product card** has been highlighted and what factors contributed to this (and how significant they are in comparison with other search criteria).
- 2.25. Within the **application**, and on the product and **basket** cards, we also show recommendations, i.e. suggestions of other **goods** that may interest you – we will suggest the possibility of purchasing **goods** in categories or of types associated with your previous purchases.

- 2.26. You may receive personalised recommendations, for which a model is used that analyses your purchase preferences. For the purposes of the recommendation system, we take into account the following factors:
- a. which **seller's product cards** you have viewed,
 - b. your activity in the **application** (searches, clicks, adding to **basket**),
 - c. your set preferences,
 - d. data on the details of **goods** available in the **application**,
 - e. what you have added to your **basket**,
 - f. what you have previously ordered.
- 2.27. **InPost Assistant** does not use sensitive data (e.g. data concerning health or political views) to personalise your shopping experience.
- 2.28. You can disable personalised recommendations while using the **InPost Assistant service** at any time – to do so, simply disable (switch off) shopping personalization directly in the **application** settings or send a request to: wsparcie@inpost.pl. Disabling personalised recommendations does not affect the presentation of highlighted **goods** presented on the basis of criteria other than your personal preferences, the presentation of legally required information, or the security and legal compliance of **seller's product cards**.
- 2.29. If the product you are looking for is not in our **goods** catalogue, we may search external online shops and offers made available by our partners (outside of **application**) for you – such a search is carried out according to the phrases you have specified.

3. How will you pay for your order placed with InPost Assistant?

- 3.1. For an **order** placed with **InPost Assistant**, you will pay using the **InPost Pay service**, which supports the following **payment** methods: BLIK, payment cards (Visa / Mastercard), Google Pay and Apple Pay digital wallets (treated as card **payments**). Please refer to the terms of this service.
- 3.2. The document confirming the sale (e.g. a receipt or invoice) is issued by the **seller**. For products from **InPost**'s own offering (Out of the Box), the sales receipt is issued by **InPost**.
- 3.3. If **you** have a **discount voucher**, **you** can reduce the amount payable for your **order** by entering the discount code in the discount code field on the shopping basket summary page for **goods** from the selected **seller**. The **discount voucher** reduces the value of your **order** from that specific **seller**. If your basket contains **goods** from several **sellers**, you can apply a separate **discount voucher** to the **order** from each of them. Some **discount vouchers** are automatically assigned to your **InPost Account** – you will find the corresponding discount code in your **InPost Account** details. Detailed rules on the use of **discount vouchers**, their types, and the rules on cancellations and returns are set out in Appendix B to the **Terms**. In exceptional cases, the conditions for using **discount vouchers** are set out in separate promotional terms published on our website.
- 3.4. If you purchase promoted **goods** or make a purchase using a **discount voucher**, the document confirming the sale may state an amount higher than the amount actually paid by you, but this does not give rise to any claim by the **seller** against you – it merely means that part of the price was covered by such a voucher. If you

make a purchase using a **discount voucher** and at the same time request a VAT invoice, we will inform you of the possibility of contacting our Customer Services to obtain a credit note correcting the cost of the **order**. The VAT invoice obtained from the **seller** must be attached to the message sent to us in that case.

4. Terms of delivery with InPost Assistant

- 4.1. When using **InPost Assistant**, you may only choose **delivery** offered by InPost. The available **delivery** options are described in the [InPost terms](#) – these are the terms of the "Paczkomaty 24/7" parcel locker service provided by InPost sp. z o.o. and the **application** terms. When shopping with **InPost Assistant**, you automatically select **delivery** through InPost in accordance with the options displayed in the **application**.
- 4.2. Immediately before placing your **order** in the **application**, on the 'Delivery and payment' screen, you will see the available **delivery** options and costs for your **basket**. You can view the estimated **delivery** dates in your basket and on the individual **goods'** pages.
- 4.3. In your **InPost Account**, you can add and save **delivery** addresses to use for future **orders** with **InPost Assistant**.
- 4.4. You can track the status of your **delivery** in the **application** in the "Parcel Tracking" section.

5. Returning goods – withdrawal from the sales contract

- 5.1. If you are a **consumer**, you have 14 days from the day following the day on which you (or a person indicated by you) received the **goods** to withdraw from the sales

contract for **goods** concluded within the **InPost Assistant service** without giving any reason. You can do this by sending to the **seller** an unambiguous statement indicating your intention to withdraw from the sales contract – for example, you may use the form available in the **application**, which you can access directly from the **order** summary in the **application** or by clicking the link in the **order** confirmation email, to which we attach a summary of the withdrawal conditions as a PDF document.

- 5.2. The **seller** may set a longer period for withdrawal from the sales contract, and we will inform you of this each time in the content of the selected **seller's product card** and in the **seller's** profile.
- 5.3. If an **order** from one **seller** consists of several **goods** delivered separately, in batches or in parts, the 14-day period runs from the moment you (or the person indicated by you) received the last **goods** item, batch or part.
- 5.4. To exercise your right of return, you must notify the **seller** that you wish to withdraw from the sales contract in whole or in respect of certain **goods** – do this within 14 days of receiving the **goods** (unless the **seller** provides a longer withdrawal period). It is sufficient to send an unambiguous statement that you wish to withdraw from the sales contract. You may do so:
 - a. in the **application** directly from the **order** summary screen (the "Order Details" section) for the **order** you wish to return, using a dedicated return form, which you can access by clicking the "Withdraw from the contract" button or by clicking the link in the **order** confirmation email, and then following the on-screen instructions; or

- b. using the "Fast Returns" tab in the **application** – in that case our system will recognise your **order** and redirect you to the return submission form in the **application**; or
 - c. by contacting our Customer Services, indicating the scope of your intended withdrawal from the sales contract – in that case the Customer Service representative will ask you for all the information necessary to establish the scope of the withdrawal; or
 - d. by contacting the **seller** directly at the contact details provided in the **seller's** profile card. The withdrawal statement may be made using the template that forms an appendix to these **terms**.
- 5.5. If you wish to return **goods**, include the **order** number in the statement and specify which **goods** it concerns. If you do not do so, we will assume that you are withdrawing from the sales contract for the **goods** in its entirety.
- 5.6. Your withdrawal statement causes the **seller** to treat your **order** – in whole or in part, depending on whether you wish to return all or only some of the **goods** covered by the **order** – as if it had never been placed to that extent; however, please note that if you do not return the **goods** to the **seller**, the **seller** will withhold the refund of your **payment**. This does not apply in cases where you withdraw from the sales contract before the **goods** have been dispatched by the **seller**.
- 5.7. Refund of **payment**:
- a. the **seller** refunds to you all **payments** made in connection with placing the **order**, including the cost of **delivery** of the **goods**, taking into account the cheapest of the delivery methods offered;

- b. the **seller** refunds the **payments** received from you without undue delay, no later than within 14 days of receiving your withdrawal statement, although the **seller** may withhold the refund of **payments** received from you until it receives the **goods** back or you provide proof of their return (whichever occurs first);
- c. the refund of **payment** is made using the same **payment** method you used to pay;
- d. please note that you are liable for any diminution in the value of the **goods** resulting from your use of them beyond what is necessary to establish the nature, characteristics and functioning of the **goods**; in such a case the **seller** has the right to reduce the refunded amount by an amount corresponding to the decrease in value of the returned **goods**.

5.8. Obligation to return **goods**:

- a. If you withdraw from the sales contract, you must return the **goods** to the **seller** or to a person authorised by the **seller** to accept them. You have 14 days from the date of submitting the withdrawal statement to do so. The deadline for return is considered met if the **goods** are dispatched before it expires.
- b. You can return the **goods** in two ways:
 - on your own, to the **seller's** address indicated in the **seller's** profile, including by arranging for collection of the **goods** from your specified address – the cost of such a return is borne by **you**, in accordance with the applicable price list of your chosen carrier; if you choose to return via

InPost courier, the shipment price is indicated during the configuration of your shipment parameters in **application**,

- by initiating the return of **goods** directly from the **order** in the **application**; optionally, you may use the instructions provided via **InPost Assistant**; in that case the **goods** are returned using the **Paczkomat®** device or PaczkoPunkt of your choice, and we bear the full cost of such a return.
- c. You may not withdraw from the contract and return the following **goods** from among those offered in the **application**:
- **goods** delivered in sealed packaging which, once opened, cannot be returned for health protection or hygiene reasons, if the packaging has been opened after delivery,
 - **goods** which, after delivery, owing to their nature, become inseparably combined with other items,
 - **goods** consisting of sound or visual recordings or computer software delivered in sealed packaging, if the packaging has been opened after delivery,
 - newspapers, periodicals or magazines, with the exception of a subscription agreement.
- d. If you have withdrawn from the sales contract but the **seller** has not refunded your **payment** within 14 days of receiving your withdrawal statement, and – after contacting the **seller** – we establish that the **seller** has taken no action, we will arrange for the refund to you of all **payments** you made to the **seller**

in connection with placing the **order** – including the cost of **delivery**, taking into account the cheapest of the delivery methods offered.

- e. We may withhold the refund of **payment** until you provide proof that the **goods** have been returned to the **seller** or until the **seller** receives the **goods** back (whichever occurs first). This does not apply in cases where the **seller** has rightfully (i.e. in accordance with the provisions of law or these **terms**) rejected the return of the **goods**, but in that case we provide tools enabling contact with the **seller** and establishing a way to resolve the dispute, if you disagree with the **seller's** decision.
- f. Information on return exclusions is sent in the email containing the **order** confirmation, in PDF format, together with the returns and complaints policy. You can also view this information in the **application**, on the screen initiating the return in the **application**.
- g. With every step of processing the return of **goods**, we will keep you informed of its status, including its acceptance or rejection by the **seller**.

- 5.8. We strive to monitor all requests to withdraw from a contract submitted through the **application**. In the event that a **seller** breaches clause 5.8(d) of the **Terms**, for returns submitted outside the **application**, please report the matter by email to: wsparcie@inpost.pl, or [using our form](#).

6. Complaints about goods

- 6.1. **Sellers** are required to deliver **goods** that conform to the contract, i.e. free from defects.

- 6.2. In case of non-conformity of the **goods** with the contract, you have the right to make a complaint about the **goods** under the statutory warranty in accordance with applicable law.
- 6.3. To submit a complaint, go to the **order** details in the **application** and:
- a. obtain the **seller's** contact details in order to submit the complaint directly to the **seller**, or
 - b. select the type of complaint,
 - c. select the **goods** you wish to complain about,
 - d. justify the complaint by selecting the reason for the complaint from the list of available options, by describing the basis of the non-conformity of the **goods** received with the sales contract,
 - e. specify the amount of funds you expect to be refunded in response to the complaint.

If the **seller** requires photographs or other files necessary to assess the complaint and issue a decision, it will inform you of this by email. Your email address will be encrypted, so the **seller** will not see your actual address.

- 6.4. The **seller** is required to assess your complaint within 14 days – this period runs from the moment the **seller** receives your complaint. We do not assess complaints on their merits; we merely forward them between you and the **seller**, subject to the cases described in point 6.5. The **seller** is required to inform you of the next steps immediately after accepting the complaint.
- 6.5. If you encounter problems obtaining assistance from the **seller** or having your complaint assessed by the **seller**, you may use the dedicated communication channel made available by us – i.e. the [contact form](#) and report the matter to us,

and we will support you in the process of contacting the **seller**. We require each **seller** available in the **application** to cooperate with us in resolving problems reported by buyers, including by providing us with all necessary data to ensure the smooth handling of complaints.

- 6.6. If the **seller** does not respond to your complaint within 14 days, acknowledges your complaint but does not initiate a **payment** refund, or refuses to acknowledge the complaint without adequate justification, you may contact us directly and we will endeavour to contact the **seller** and ensure that your rights are enforced. If this is unsuccessful, we are entitled to determine that the **seller** has acknowledged your complaint. Our determination in that regard is binding on both you and the **seller**. Where your complaint is acknowledged (by the **seller** or by us in the manner described above), we will refund the funds for the complained-about **goods** directly to you if the **seller** does not do so within 7 days of the date of our decision being communicated. The refund will be executed by instructing the **payment operator** using the same **payment** method that was used to pay for the order. Please note that where a complaint is deemed to have been resolved in your favour due to the **seller's** failure to respond, you are entitled solely to a refund of the price – a price reduction, repair of the **goods** or replacement of the **goods** is not available under this procedure.
- 6.7. If something went wrong with your **payment**, you may submit a complaint about that transaction directly to us.
- 6.8. If you are making a complaint about a product purchased as part of InPost's own offering (the Out of the Box shop), **InPost** is the **seller** and you should address your complaint directly to **InPost** – not to an external **seller**. You can submit a complaint: (i) [through our form](#); (ii) by email to: reklamacje_outofthebox@inpost.pl; or (iii) in writing to the following address:

InPost sp. z o.o., ul. Pana Tadeusza 4, 30-727 Kraków (marked 'Complaint – Out of the Box'). **InPost** is liable for the conformity of the **goods** with the contract for at least 2 years from the date of **delivery**.

- 6.9. **InPost** will consider your complaint within 14 days of receiving it and will inform you of the outcome by email.

7. What are the technical requirements for using InPost Assistant?

- 7.1. **InPost Assistant** is available on mobile **devices** running the Android operating system (with active Google services) or iOS. You can use the **InPost Assistant** only after logging in to your **InPost Account** in the **application**.
- 7.2. The technical conditions for using the **application** are set out in the **application** terms.
- 7.3. We do not guarantee the correct functioning of **InPost Assistant** if you use hardware and software that do not meet the technical requirements of the **application**.

8. How do we process personal data?

- 8.1. InPost processes your **personal data** in accordance with our **Privacy Policy**. InPost ensures that you can always access it at the website indicated above.
- 8.2. Your **personal data** necessary for the fulfilment and handling of the **order**, including post-sale service (e.g. complaints and returns), is transferred to the **seller** and processed by the **seller** in accordance with applicable law.

9. What are we responsible for?

1. Scope of InPost's responsibilities

- 9.1. Within **InPost Assistant**, we help you purchase **goods** from the **seller** in the **application**. The sales contract for those **goods** is, however, concluded directly between you and the **seller**, and InPost is not a party to it. **InPost Assistant** also helps you by presenting information about the possibility of purchasing products outside **InPost Assistant**, but in that case you conclude sales contracts for **goods** by using the purchase path on a third-party website in accordance with the terms set by that party, and in that case we are not responsible for the content displayed on the third-party website.
- 9.2. **InPost** is responsible for the operation of the **application**, including **InPost Assistant**, in accordance with these **terms** and applicable law, as well as for **delivery** under separate terms. If you are purchasing products from **InPost's** own offering, we are also responsible for fulfilling the **sales contract**. Confirmation of the settlement of **payment** for the **order** from the **seller** is sent to you by the entity handling **payments** through the **payment gateway**.
- 9.3. We wish to inform you that the **InPost Assistant service** may occasionally be temporarily unavailable – we will inform you of any such unavailability as quickly as possible via the **application**.
- 9.4. Our responsibility in the remaining areas of our activity in connection with **InPost Assistant** is described in the separate terms relating to our courier services and in the application terms.

2. What is the seller responsible for?

- 9.5. In the case of sales within **InPost Assistant**, the **seller** is responsible for:
- a. complying with all legal obligations towards you, in particular those relating to your rights as a **consumer**, the conformity of goods with the sales contract, quality warranty, and the right of withdrawal from a distance contract;
 - b. providing accurate and complete information to the **seller's** profile;
 - c. proper performance of the sales contract, including delivering the **goods** to you and ensuring that the **goods** conform to the sales contract.

3. What are you responsible for?

- 9.6. Please note that you bear sole responsibility for providing accurate and complete information during the registration of your **InPost Account** or its update. This also applies to the details of accounts you use to log in (Google, Apple ID), **payment** methods, and the **delivery** address and method.

10. How to submit a complaint about InPost Assistant's performance?

- 10.1. If you have any problems with the **application** or **InPost Assistant**, you may submit a complaint online using our [complaint form](#), or send us an email to: wsparcie@inpost.pl, or send it in writing to our address: InPost sp. z o.o., ul. Pana Tadeusza 4, 30-727 Kraków, attention to "Complaints Department".
- 10.2. The complaint should include your first and last name, the email address used to register the account, and a description of your problem.
- 10.3. We will process your complaint within 14 days of receiving it. On the day we receive the complaint, we will send you an email confirming its receipt.

- 10.4. We will inform you of the outcome of the complaint handling by email to the address from which you submitted the complaint.
- 10.5. Any person or entity may report illegal content published in the service. To do so, click the "Report a violation" button in the **application**, which is available from each **seller's product card**.
- 10.6. In your report, explain why in your view the content reported is illegal.
- 10.7. We will review the report as quickly as possible and make a decision within 7 days of its reception.
- 10.8. By reporting illegal content, you declare that you are doing so honestly – in good faith – and that you are providing complete and accurate information.
- 10.9. We may suspend the ability to report illegal content for persons or entities that frequently submit unfounded reports. When making such a decision, we take into account, among other things:
 - a. the number and frequency of unfounded reports or complaints;
 - b. the relative proportion of that number to the total number of notifications or reports;
 - c. the number of reports submitted or made in the preceding calendar quarter;
 - d. the severity of the abuse, including the nature of the illegal content and its consequences;
 - e. whether it can be determined that the person has been deliberately acting in bad faith.

11. Termination of use of InPost Assistant

- 11.1. Upon accepting these **terms**, you enter into an agreement with us for the provision of electronically supplied services.
- 11.2. If you use **InPost Assistant** in a manner inconsistent with these **Terms** or applicable law, your **InPost Account** may be blocked by us at any time with immediate effect. Your **InPost Account** may be blocked in the event of:
- e. you providing false, incomplete or misleading information during registration or use of the **InPost Account**;
 - f. use of the **InPost Account** for the purpose of committing a crime, offence or other violation of law, including e.g. fraud, extortion, infringement of intellectual property rights, protection of personal data or personal interests of third parties;
 - g. taking actions that may threaten the security of our IT systems, including attempts to gain unauthorised access to data or to interfere with the functioning of the service;
 - h. breach of social norms, good practice or actions that are detrimental to our reputation.
- 11.3. The detailed rules for blocking the **InPost Account** are set out in the General Terms and Conditions of the InPost Account Services.
- 11.4. If you delete your **InPost Account**, our agreement with you for the use of **InPost Assistant** terminates immediately. You may delete your **InPost Account** at any time. We may also delete the **InPost Account** on our own initiative in the cases specified in these **terms**, for example where you upload content to the

application that violates the law, and also in the event of us ceasing our activities related to **InPost Assistant**.

- 11.5. You may cease using **InPost Assistant** at any time. If you do not agree to changes to these **terms** or the privacy policy, you must do so no later than the day before they come into effect.
- 11.6. After deleting your **InPost Account**, you may create a new one at any time. When you delete your **InPost Account**, all data about your transactions will be deleted from the **application** and cannot be restored. InPost may retain this data in its systems until the expiry of complaint periods and the periods resulting from applicable law, e.g. from the Tax Ordinance. If you create a new **InPost Account**, you must re-enter all of your data again.
- 11.7. We may temporarily restrict or permanently block your access to **InPost Assistant** – independently of any blocking of the InPost Account referred to in point 11.2 – if we determine, based on objective, verifiable criteria, that you are using it in a manner that constitutes abuse. The following behaviors and behaviors of a comparable nature and scale constitute abuse:
 - a. sending messages to **InPost Assistant** in bulk or via automated means (so-called flooding) that places a disproportionate burden on the technical resources of the **service** or limits its availability for other **users**;
 - b. using **InPost Assistant** through scripts, bots or other automated tools without our prior written consent, in particular for the purpose of bulk or systematic collection of data on **goods** or **sellers** (so-called scraping);
 - c. attempting to interfere with the operation of the artificial intelligence system, including by providing instructions designed to circumvent the security

mechanisms or operating principles of **InPost Assistant** (so-called prompt injection or jailbreaking);

- d. placing **orders** repeatedly without the intention of fulfilling them or making payment, where such actions place a material burden on the **seller's** resources or disrupt the proper functioning of the sales process;
- e. using **InPost Assistant** to collect, aggregate or analyse commercial, pricing or other data relating to **sellers** beyond the scope of the **user's** legitimate individual purchasing needs, in particular for competitive or commercial purposes;
- f. repeatedly abusing the illegal content reporting procedure referred to in point 10, including submitting reports in bad faith or for the purpose of artificially overloading the moderation system or obstructing **sellers'** activities;
- g. taking actions that threaten the security or integrity of **InPost's** or **sellers'** IT systems, including attempting to gain unauthorised access to the **personal data** of other **users** or **sellers**;
- h. deliberately and repeatedly providing **InPost Assistant** with false information or situational context in order to manipulate search results or recommendations in favour of specific **sellers** or with a view to causing harm to other **users**.

11.8. Depending on the nature, scale and frequency of the abuse, we may apply one of the following measures, choosing the measure that is proportionate to the identified breach:

- a. a temporary limit on the number of messages or queries you may send to **InPost Assistant** within a given time period (so-called rate limiting);
- b. a temporary suspension of your access to **InPost Assistant**;

- c. a permanent block of access to **InPost Assistant** – without affecting the availability of other **InPost Account** functionalities, unless the grounds for the block also justify the application of the provisions of point 11.2;
 - d. removing **user** content or **data**, or restricting access to it, if we consider that it breaches these terms, the **InPost Account** Terms and Conditions, the Fair Use Policy or applicable law.
- 11.9. We will notify you of the application of any restriction or block referred to in point 11.8 without undue delay, via the communication methods used in the **application** or to the email address provided upon registration, unless notifying you in advance could jeopardise the effectiveness of our protective measures or expose **InPost**, **sellers** or other **users** to harm.
- 11.10. Where we apply the measure referred to in point 11.8(c), we will, prior to making a final decision, attempt to contact you and give you the opportunity to explain the situation, unless the nature or urgency of the threat makes immediate action necessary.
- 11.11. If you disagree with a decision to restrict or block your access, you may submit a complaint in accordance with the provisions of point 10. We will process it within the timeframe and on the terms set out therein.

12. What do these terms mean and how do we amend them?

- 12.1. We may amend these **terms** for the following important reasons:
- a. the need to adapt the **terms** to legal provisions that directly affect the **terms** and require modifications to the **terms** in order to maintain legal compliance;

- b. the need to adapt the **terms** to recommendations, orders, rulings, decisions, interpretations, guidelines or decisions of competent public authorities;
 - c. the expansion or modification of the functionality of the **InPost Assistant**, including the introduction of new electronically supplied services or changes to existing functionalities;
 - d. a change in the technical conditions for the provision of electronically supplied services;
 - e. the need to remove ambiguities, errors or typographical mistakes that may have appeared in the **terms**;
 - f. a change in contact details, names, identification numbers, email addresses or links included in the **terms**;
 - g. an improvement in the quality of customer service;
 - h. a change in the process of concluding sales contracts through the **InPost Assistant**.
- 12.2. We will inform you of each amendment to these **terms** with appropriate advance notice via an email to the address provided during registration. The amended **terms** will be made available on our website with terms and conditions. The amendments will enter into force no earlier than 14 days after they are announced.

13. Other important information about InPost Assistant?

- 13.1. If something has not been expressly regulated in these **terms**, the rules from other InPost terms and conditions apply, in particular:

- a. in respect of the use of the **application** and the functionalities available in it – the **application** terms,
- b. in respect of **payments** for **orders** placed and the use of saved **payment** methods – the **InPost Pay** terms,
- c. in respect of the authorisation of actions performed in the **application** – the **application** terms; and
- d. in respect of **deliveries** of **goods** ordered by you – the terms relating to postal services.

We encourage you to verify our **InPost Account** and related **services'** terms and conditions, as well as our terms relating to postal and other non-digital services. Additionally, the terms and conditions for purchasing **goods** from InPost's own offering are governed by the Terms and Conditions and the shopping policy of the | Out Of The Box shop.

13.2. We hereby inform you that the InPost Assistant service is of a pilot nature – by beginning to use it, you acknowledge that:

- a. the list of functions and capabilities available within the InPost Assistant, including in respect of product recommendations, search results and tools supporting the order placement process, is subject to change;
- b. the **InPost Assistant**, as a pilot AI-based solution, may exhibit defects or irregularities in its functioning, including generating imprecise search results or inadequate product recommendations.

13.3. The above disclaimer does not affect our obligations relating to the performance of sales contracts concluded through **InPost Assistant**, to which the provisions of these **terms** and universally applicable law apply, including in particular consumer

protection provisions. We will inform you of the end of the pilot period without undue delay via the communication methods used in the **application**.

- 13.4. All matters relating to these terms and the use of **InPost Assistant** are governed by Polish law. If you are a consumer residing in the European Union, you may be entitled to additional rights granted under local consumer protection legislation. No provision of these **Terms** limits those rights.

Appendix A: Definitions used in these terms

The following explains (in alphabetical order) the meaning of the terms used in these terms. It does not matter whether these terms are used by us in the singular or plural form, or in upper or lower case.

- 1) **Application or InPost Mobile** - our mobile application, which you can use after creating an InPost Account.
- 2) **Payment gateway** - a technology service that enables you to pay for purchases from your chosen seller, with delivery provided by InPost. The payment gateway is available in the application within InPost Assistant and encompasses the payment methods visible in the application when placing an order. Payment options may vary depending on the seller, the contents of the basket and your technical capabilities.
- 3) **InPost Assistant** - a digital tool provided by us within the application, based on artificial intelligence, which supports you in searching and browsing goods, building a shopping basket and placing orders, and also presents you with information about the possibility of purchasing goods you are searching for outside InPost Assistant by using the purchase path on a third-party website.
- 4) **Personal data** - data that you have provided to us, e.g. your first name, last name, telephone number, email address, parcel delivery address, when registering your InPost Account or using InPost digital services, but only to the extent that such data constitutes personal data within the meaning of the GDPR (i.e. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)).

- 5) **Delivery** - a service provided by us consisting of the transport and delivery of the goods purchased by you from the seller to the address indicated when placing the order in InPost Assistant.
- 6) **Seller's product card** - an individual sales offer for goods by a specific seller, presented to the user in InPost Assistant, containing at least: a description of the goods, their price, delivery conditions and the seller's identifying information, enabling the user to navigate to the seller's profile. A seller's product card may contain information about the individual sales conditions of a given seller, the conditions and deadline for withdrawal from the contract, and may be marked as promoted, sponsored or highlighted with the "Best Price Deal" [Cenowy sztos] label. Several seller's product cards, from different sellers, may be available for a given item.
- 7) **Discount code** – a unique electronic code, i.e. a sequence of letters or numbers that enables you to activate a **discount voucher**, which you enter in the designated field on the 'Delivery and payment' screen or added to your **InPost Account** to apply a **discount voucher**, which allows you to reduce the payment amount for an order placed via the **InPost Assistant**. The detailed terms and conditions for the use of discount codes and **discount vouchers** are set out in Appendix B to these terms and in separate promotional terms and conditions.
- 8) **Basket** - a service available in the application that allows you to order selected goods from the seller through InPost Assistant, in accordance with these terms.
- 9) **Discount voucher** - fixed-amount discount, which allows you to reduce the amount of the payment for an order placed within **InPost Assistant**. The detailed conditions for using **discount vouchers**, the rules governing their allocation, use, cancellation

and refunds, are set out in Appendix B to these terms and by separate promotional terms.

- 10) **Payment operator** - a company that processes the settlement of transactions carried out within InPost Assistant, acting as an acquiring agent within the meaning of the Act on Payment Services. The payment operator is UniCredit S.A. Spółka Akcyjna Oddział w Polsce (Polish Branch).
- 11) **Payment** - your online transaction carried out via the payment operator, through which the seller receives funds from you for the order.
- 12) **Terms** - this document, which governs the rights and obligations — both ours and yours — relating to the use of InPost Assistant.
- 13) **Seller** - a company or individual conducting business activity that offers its goods through InPost Assistant. The seller's detailed information is indicated each time in the seller's card, accessible from the product card by clicking on the seller's name.
- 14) **Goods** - a movable item with its own individual, unique product number, offered by a seller within InPost Assistant, which you may purchase by placing an order.
- 15) **Device** - a smartphone or tablet that meets the technical requirements described in these terms, thereby allowing you to use InPost Assistant.
- 16) **User** - you, as well as other persons who use InPost Assistant. In these terms we address you directly, and we refer to other persons using InPost Assistant as "users". Using InPost Assistant is available to persons who are 18 years of age and have full legal capacity.
- 17) **Order** - your purchase of goods offered by the seller, placed through the application using InPost Assistant and in accordance with these terms.

Appendix B: Terms and conditions for using discount vouchers with the InPost Assistant service

This appendix forms part of the terms and conditions of use of the **InPost Assistant** for User (the terms). It sets out the rules governing the issuance and use of **discount vouchers** available in the **InPost Assistant**, including the rules for calculating discounts, cancelling orders placed using a voucher, and returning goods.

1. What is a discount voucher?

1.1 A **discount voucher** is a unique electronic code issued to you under the specific terms and conditions of a promotion, which allows you to reduce the amount payable for an **order** placed through the **application**, within the **InPost Assistant**, in accordance with the terms set out in this appendix.

1.2 We offer the following types of **discount vouchers**:

- a. **A publicly available voucher** – this is a promotional code that you can enter in the application; anyone who knows the code can use this voucher, provided there are still vouchers available and the campaign terms and conditions are met;
- b. **Personal voucher** – this is a voucher that we assign individually to your **InPost Account** as part of our promotional campaigns, in accordance with the terms and conditions of those campaigns; it is personal, non-transferable and linked exclusively to your **InPost Account**;

- c. **Bearer voucher** – a unique, single-use discount code that can be used by anyone in possession of the code; each code is valid for one use only.

1.3 Each **discount voucher** has a specific discount amount and an expiry date by which you must use it. You may use a publicly available voucher on its expiry date, provided that the total allocation of such vouchers has not been exhausted or the administrator has not terminated the promotion early, in accordance with its terms and conditions. In the case of individual **discount vouchers**, the validity period is calculated from the date the **discount voucher** is credited to your **InPost Account** for the number of days specified on the voucher, starting from the moment the voucher is credited (accurate to the minute).

1.4 Individual **discount vouchers** may be subject to additional terms and conditions, such as a minimum order value. Details of these terms and conditions are always provided alongside the discount voucher. To redeem such a voucher, you must meet the specified conditions.

2. How can you get a discount voucher?

2.1 We make publicly available vouchers and bearer vouchers available as follows:

- a. by publishing a **discount code** in the **application**, in push notifications or emails sent to **users**, or via other channels (e.g. online or through affiliate programmes);
- b. by sending you a unique **discount code** through email or a push notification.

To redeem these vouchers, enter or paste the discount code into the designated field on the 'Delivery and Payment' screen for the relevant **order**.

2.2 We automatically assign personal vouchers to your **InPost Account** – you do not need to take any further action. The assigned **discount voucher** will be visible in your **InPost Account**.

2.3 The number of **discount vouchers** available for each campaign is limited. Publicly available vouchers and bearer vouchers are available on a 'first come, first served' basis – whilst stocks last. Once the allocation is exhausted, the **discount voucher** will be deactivated immediately, even if its expiry date has not yet passed. You are entitled to use a personal voucher until its expiry date, except where the administrator decides to terminate the promotion early in accordance with its terms and conditions.

3. How to use a discount voucher?

3.1 To redeem a **discount voucher**, enter or paste the discount code into the designated field in your basket during the checkout process. You can find your individual voucher code in the **application** or in a dedicated message from **InPost**.

3.2 Once you have entered the discount code, we will check whether:

- a. the code is valid and active;
- b. your **order** meets the conditions for using the **discount voucher** (e.g. minimum order value);
- c. the **discount voucher** has not expired;
- d. the **discount voucher** has not already been used.

If all conditions are met, the discount will be applied to the value of your **order**.

- 3.3 You must apply a **discount voucher** separately to each **order** from each **seller** – one **discount voucher** per **order** from one **seller**. If your basket contains **goods** from several **sellers**, you can use different **discount vouchers** for your **order** from each of them (but no more than one per **seller**). We will let you know which **discount vouchers** you can apply to a particular **order** and which do not meet its conditions.
- 3.4 You can combine **discount vouchers** with items marked 'Great Value' and the **seller's** promotions, unless the terms and conditions of a particular promotion expressly exclude this possibility.

4. Rules for calculating the discount

- 4.1 The discount from the **discount voucher** is deducted from the total amount payable for the **order**. The minimum **order** value (i.e. the value of the **goods** in the basket, excluding **delivery** costs) must be at least 1 PLN higher than the value of the **discount voucher**.
- 4.2 **Discount vouchers** are indivisible and non-refundable – except in the cases expressly specified in this appendix, it is not possible to reclaim the right to a **discount voucher** once it has been used. Once a **discount voucher** has been used, it is cancelled and cannot be reused, even if it has not been fully utilised.
- 4.3 We bear the cost of the discount granted and settle this with **sellers** under separate terms. The use of a **discount voucher** does not give rise to any claims by the **seller** against you.

5. Cancellation of an order placed using a discount voucher

5.1 If you cancel your **order** in full before the **seller** dispatches the parcel containing the **goods** you have ordered (in the case of **orders** from several **sellers** – before the first parcel is dispatched), and you have used a **discount voucher**, this is treated as a permitted **order** cancellation (cancellation). In the event of cancellation:

- a. you will receive a refund of the amount you actually paid;
- b. you will have your **discount voucher** reinstated, with a value equal to that of the voucher used for the cancelled **order**.

5.2 Cancellation is not possible if the **delivery** process has already begun, i.e. the **seller** has dispatched the **parcel**. It is also not possible to cancel only part of the **order**.

5.3 The rules set out in this section do not exclude or limit your rights as a **consumer** under these **Terms** and the relevant legislation.

6. Returning goods purchased with a discount voucher

6.1 If you exercise your right to withdraw from the sales contract or lodge a complaint regarding the **goods'** non-conformity with the contract, and are therefore entitled to a refund, you will only be refunded the amount you actually paid, i.e. the amount after the discount from the **discount voucher** has been applied.

6.2 A **discount voucher** used to fulfil an **order** that is subject to a return is non-refundable. No new **discount voucher** will be credited to your **InPost Account**, nor are you entitled to any cash equivalent or other compensation in this regard.

6.3 We will inform you of this rule when you submit a return request via the **application**.

7. General provisions

7.1 **Discount vouchers** cannot be exchanged for cash or any other benefits.

7.2 Individual vouchers are non-transferable – only you, as the **user** to whose account they have been assigned, may use them.

7.3 A **discount voucher** expires on the expiry date or once the pool of available vouchers for the campaign has been exhausted – whichever occurs first.

7.4 A welcome voucher can only be assigned to a given user once. Meeting the activation criteria again will not result in the assignment of another welcome voucher.

7.5 Any misuse of **discount vouchers** – in particular, attempts to use the same discount code multiple times, unauthorised use of another person's code, or other actions contrary to this appendix – may result in us applying the measures described in clause 11.8 of the **Terms**.

7.6 In matters not covered by this appendix, the provisions of the Terms shall apply.

Appendix B2: Services provided in Italy

Version: 1.0

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Appendix B2.1 – Withdrawal form

1) Introduction – What is this Appendix about?

The **Terms** govern exclusively the terms and conditions of use of your **InPost Account** and the **application** through which InPost digital **services** are made available. The Terms and Conditions set forth in this Regional Appendix (the "**Addendum**") apply to **users** either:

(A) because the contracting entity providing the out-of-application postal services, whereto the digital **services** provided through the **application** are instrumental or ancillary, is Locker InPost Italia S.r.l., or

(B) for the other InPost digital **services**, including account management, if at the time of the creation of the latter the users in question have been assigned to the Italy region, (with reference to the cases "A" and "B", the "**Assignment Rule**").

Terms in bold have the meanings explained in the General T&C Glossary and, where not covered there, in the supplementary Glossary at the end of this document.

2) Who is the contracting entity?

2.1. For the **services** covered by this Appendix, your contracting entity is **Locker Inpost Italia S.r.l.** with single stockholder (in these Termsafter also **InPost Italy, Operator** or **Contracting Entity**) – a company registered and operating under Italian law, with registered office at Viale Cassala no. 30 – 20143 – Milan, Italy, registered with the Chamber of Commerce of Milan Monza Brianza Lodi, REA Number MI–2037066, VAT code and fiscal code and Enterprises' Register registration no. 08568700960, capital stock € 110,000.00 entirely paid up, subject to the direction and coordination activity of InPost S.A.

- 2.2. This Appendix supplements the **Terms** and, where incompatible, takes priority over it.
- 2.3. The in-**application services** (referred to as "**In-App Services**") provided by InPost Italy on the **application** are indicated and described in the table in Part I – B (referred to as the *List of Services Provided by InPost*) of the **Terms**.
- 2.4. Locker Inpost Italia s.r.l. may modify the services available on the **application**, introduce new ones from those listed in the General T&Cs matrix, or discontinue currently available services.
- 2.5. By accepting this Appendix, you also accept any **services** that may be introduced for Italy in the future from those listed in the General T&Cs matrix.
- 2.6. Some **services** may require you to accept additional terms and conditions for out-of-**application** services (referred to as "**Out-of-App Services**") to which they relate, including the terms and conditions on the InPost Italy website, as in force from time to time.

2bis) Description of In-App Services

Below are a list and brief description of the In-App Services that InPost Italy may make available on the App. For an up-to-date list of the Time-by-Time In-App Services provided by InPost Italy, please check the Functionality Matrix in the current Terms, under the Italian region column.

- **User Login and Registration:** Create and Manage a Personal InPost Account;
- **Package status tracking:** Tracking the status of the package. In this regard, this service is not applicable to parcels whose transport service has been purchased on the Inpost Italy website with Inpost Direct;

- **Modification of user data** (and especially change of email address): Updating and management of the user's personal information and contact details;
- **Package status notifications**: receive timely updates and alerts regarding the delivery status of your package;
- **APM & PUDO Maps**: Access to interactive maps to locate the nearest locker or pick-up point;
- **APM Remote Open**: Opening the designated locker/AMP locker directly from the smartphone application;
- **Marketing communication**: receiving promotional offers, news and updates;
- **Car Play and Android Auto app**: Opening the designated locker/AMP locker directly from the smartphone app integrated with the car;
- **Easy access zone**: possibility of choosing a locker box that is accessible;
- **Redirection**: In – App Service that allows you to change the delivery destination of the package in the Out – of – App Services;
- **Inpost Direct**: In - App service for the online purchase of the Out - of - App Service, which is named "Inpost Direct" as well. Once this purchase has been completed, the Terms and Conditions available at our website shall apply.

3) Which law applies?

This Appendix is governed by Italian law and complies with the requirements of Italian postal law. If you are a **consumer**, the mandatory provisions of the law of your place of residence that offer you more favourable protection will also apply.

If the general conditions of the Out-of-App Service conflict with this Appendix, the Out-of-App Service conditions prevail. If this Appendix conflicts with the **Terms**, this Appendix prevails.

The InPost Italy Postal Services Charter is available at our website. The Agreement should always be read in a way that is consistent with the Services Charter.

InPost Italy does not commit itself to participating in alternative dispute resolution proceedings, unless required by law — such as in the dispute settlement procedure before AGCOM described in the Services Charter and in clause 7 of this Appendix.

You can still submit complaints directly to us, following the procedure in Article 7 of this Appendix.

3bis) Language versions

This Appendix is available in Italian and English.

4) How do we change the Agreement? Right of withdrawal

- 4.1. In addition to Article 12, Part I (A), of the **Terms** (called "How do we change the Agreement?"), when you are notified of a change to the **Terms**, you have the right to accept the change or reject it. If you reject it, you have to close your **User Account** within the period specified in the notice of change or, if no period is given, in the **Terms**. This is without prejudice to the terms and conditions of the **Out-of-App Services**.
- 4.2. If you do not close your **User Account** within the specified period, your continued use of the **User Account** and/or **Application** will be considered acceptance of the updated **Terms**. In some cases, InPost Italy may ask for your express acceptance of the updated **Terms** before you can continue using the **Application**.

- 4.3. In any case, you may exercise your right to withdraw from the **Terms** by closing your **User Account** or by sending InPost Italy the withdrawal form attached below (Appendix B2.4) and duly completed. Please note that withdrawal does not affect contracts already concluded for **out-of-App services**, and that after withdrawal you will no longer be able to use the **Application** or your **User Account**.

5) How can you get support?

You can get quick answers and assistance by contacting us at:

- Telephone assistance numbers: +39 0238582894 (both from landlines and mobiles, costs depend on the toll-free number of the telephone operator);
- E-mail address: servizioclienti@inpost24.it;

Customer service availability: Monday - Saturday, 8:00 - 20:00 CEST.

6) How is personal data handled?

- 6.1. Your **personal data** is processed in accordance with applicable data protection legislation, including Regulation (EU) 2016/679 ("GDPR").
- 6.2. Our **Privacy Policy and Cookie Policy** explain how and why we process your **personal data** and how you can exercise your rights. We encourage you to read them carefully.
- 6.3. To be fully transparent about how **personal data** is managed under the **Terms**, here is an overview of the roles of the InPost group companies.

InPost sp. z o.o. ("InPost Poland") is the Data Controller of the **personal data** relating to the **InPost Account**, with specific reference to the processing operations related to

the management of the security of the account, as well as the analysis and improvement of the quality of the service.

InPost Italy is the Data Controller of the **personal data** relating to the Mobile **Application** and providing the **services** offered through it.

- 6.4. Each Data Controller may appoint third parties as Data Processors under Article 28 of the GDPR. In particular, for certain processing related to services provided through the Mobile Application, InPost Poland acts as a Data Processor appointed by InPost Italy, acting on its instructions and on its behalf.
- 6.5. InPost Italia has appointed a Data Protection Officer under Article 37 of the GDPR (the "DPO" or "Data Protection Officer"). You can reach the DPO at: dpo.italia@inpost.it.
- 6.6. You can find the contact details of InPost Poland's DPO in the **Privacy Policy**.

7) How can you file a complaint as the sender or the recipient of a parcel?

- 7.1. If you are the sender or the recipient of the **parcel**, for the shipment of which an **Out-of-App Service** has already been purchased, and there has been an inefficiency with an **In-App Service** thereto related, you can file a written complaint with the Contracting Entity in the form, way and manner set out in the Services Charter and this article 7. If you are the recipient, you need however to provide the Contracting Entity with the prior written waiver of the sender's right to file such a complaint, together with your written complaint.

Complaints submitted in any other way will not be accepted, and we will let the complainant know.

- 7.2. Whenever you cannot file a complaint under paragraph 1 above, you can still file a complaint with the Contracting Entity under article 7-bis) below.
- 7.3. You cannot file a complaint through a **Locker**, a PUDO or PUDO staff.
- 7.4. You may submit a complaint no later than 6 months from the day the **parcel** was delivered to us by the Sender.
- 7.5. Complaints submitted after this deadline will not be accepted.
- 7.6. Without prejudice to your possible right to sue the Operator for damages under Applicable Law, as the rightful complainant under paragraph 7.1 above, provided that you also fulfil the other requirements under paragraphs 7.2 through 7.5 above, you are entitled to compensation for inefficiencies as specified in the table attached to the Services Charter.
- 7.7. The compensation referred to in paragraph 7.6 will not be paid where the Contracting Entity's liability is excluded.
- 7.8. if a complaint submitted in electronic form, we will verify your identity by comparing the information you provide with the data in our system, to confirm whether you are the sender or recipient. This includes name, surname, label number, e-mail address, telephone number.
- 7.9. The complaint must contain at least:
- 1) the name and surname or company name of the complainant;
 - 2) if a complaint submitted by the recipient, the sender's Right to Claim Waiver form duly completed and signed;
 - 3) the subject matter of the complaint;

- 4) the number of the shipping confirmation document or the number of the **parcel**;
 - 5) the reason for the complaint;
 - 6) the signature of the complainant, in the case of a complaint submitted by registered mail, or the identification data of the complainant, in the case of a complaint submitted in electronic written form;
 - 7) date of submission of the complaint;
 - 8) list of any attached documents (e.g. photographs of the damaged **parcel**);
 - 9) the telephone number or e-mail address of the Complainant.
- 7.10. We will respond to complaints within 45 (forty-five) days of receiving a properly submitted complaint with all required attachments.
- 7.11. If your complaint does not meet the applicable requirements, we may contact you within 45 days to ask you to correct it. If you do not, the complaint will not be further investigated. We will provide you with a list of what needs to be corrected, along with a reasonable deadline and the consequences of not making corrections in time. This correction period will not count towards the 45-day response deadline mentioned in paragraph 7.10.
- 7.12. Messages about service issues that do not include an express request for compensation are not considered complaints under this Article 7.
- 7.13. The complaint procedure is considered exhausted when we communicate our decision — whether we accept, partially accept, or reject your complaint.
- 7.14. If we rule in your favour, or we otherwise reach an agreement, payment of the full

agreed compensation will conclude the matter, and you will not be able to initiate the conciliation procedure described in paragraph 7.15.

- 7.15. If you are not satisfied with the outcome of the complaint procedure, or if we do not respond, you may request a conciliation procedure with us, following the rules in the Services Charter. You may seek assistance from a national **consumer** and/or user association. The conciliation procedure will be concluded within 60 (sixty) days, with a report drawn up on the outcome.
- 7.16. If the conciliation procedure results in an agreement, payment of the full agreed compensation will prevent further recourse to AGCOM as described in paragraph 7.17.
- 7.17. If you are not satisfied with the outcome of the conciliation procedure, you may submit a request for dispute settlement to the Communications Authority ("AGCOM"), as indicated in the Services Charter. You may seek assistance from a national consumer and/or user association.
- 7.18. Regardless of the above remedies, you may also, at any time under Applicable Law, take legal action against us and/or initiate any of the alternative dispute resolution procedures provided for by Applicable Law.
- 7.19. If you are a **consumer**, the court of your place of residence or domicile in Italy will have jurisdiction. In other cases, the courts generally provided for by law will apply.

7-bis) How can you file a complaint as a simple user of the App?

- 7.20. In case you experience inefficiency with an **In-App Services** but you or the **service** in question fail to meet the requirements under paragraph 1 of Article 7 above, you may still address a written complaint to the Contracting Entity.
- 7.21. In such a case, only paragraphs 3 through 13, 18 and 19 of Article 7 above shall apply, insofar as applicable to your case.

7-ter) Reporting inefficiencies

Even if you do not request compensation for an inefficiency, so that your demands do not qualify as a complaint under either articles 7) or 7-bis) above, you can still reach out to us to report any issue with the **In-App Services**, under article 5) above.

8) How is compensation paid?

If, at the end of the out-of-court proceedings described above, we uphold your complaint or AGCOM accepts your request, we will pay the compensation due within 30 days from our acceptance of the complaint or from AGCOM's decision.

9) Which clauses require your specific approval?

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, you confirm that, having read and understood the content, you specifically approve the following clauses: Article 12.2, Part I – A of the **Terms** – Unilateral amendments to the **Terms**; Article 14.3, Part I – A of the **Terms** – Unilateral withdrawal from the **Terms** or unilateral termination of the service by InPost; Art. 4) Unilateral amendments to the **Terms** by of InPost Italy, with the

obligation to withdraw by the user in the event of non-acceptance of the modification - art. 7) Complaints (Termination of services in the event of non-acceptance of the changes to the **Terms** and/or this Appendix) of this Appendix; art. 2.5 (Acceptance for services that may be introduced in the future for Italy) and 2.6 (Acceptance of specific Terms and Conditions of **Out-of-App Services** available on the Inpost Italy website) of this Addendum.

10) What do these terms mean?

- **Out-of-App postal services:** postal and/or logistics services to which In-App Services are instrumental or ancillary.
- **In-App Services:** digital services provided through the Application.

Appendix B2.1: Model Withdrawal Form

- pursuant to Article 49, paragraph 1, letter h) of the Italian Consumer Code -

(please complete and return this form only if you wish to withdraw from the Agreement)

Recipient: Locker InPost Italia s.r.l, Viale Cassala, 30, 20143 - Milan

I/we (*) hereby give notice of withdrawal from my/our (*) contract of sale of the following goods/services (*):

Ordered on (*)/received on (*)

Name of consumer(s):

Address of the consumer(s):

Signature of the consumer(s): (only if this form is served on paper)

Date

(*) Delete the unnecessary wording.

Appendix B3 - Services provided in France

Version 1.0

I. Introduction

This annex applies to you if InPost has identified you as ordinarily resident in France, including Corsica and the overseas territories. In particular, it applies to all **users** of the Website and the Mondial Relay App.

Services provided in France are delivered via the Mondial Relay Website or the Mondial Relay App.

A. Glossary of terms

- “**Commercial Offers**” refers to any updates or other communications regarding short- and long-term offers published on the Platform like prize draws, competitions, campaigns, games or promotions, in accordance with national laws.
- “**Mondial Relay**”, is a French simplified joint-stock company with a sole shareholder (SASU), with a share capital of € 500,400, whose registered office is at 1 avenue de l’Horizon, 59650 Villeneuve d’Ascq - France, registered in the Hauts-de-France region’s freight forwarders’ register and in the Lille Métropole Trade and Companies Register under number 385 218 631.
- “**Mondial Relay App**” refers to the Mondial Relay mobile app.
- “**Mondial Relay Website**” refers to the website: mondialrelay.fr
- “**Platform**” refers interchangeably to the Mondial Relay Website and/or the Mondial Relay App.

All terms not specifically defined in this Appendix shall have the meaning given to them in the **Terms**.

II. Contracting entity

The website mondialrelay.fr and the Mondial Relay app are operated by **Mondial Relay**.

III. Scope of application

Mondial Relay Website: by accessing and/or using the Mondial Relay Website, you acknowledge that you have read and expressly and unreservedly accepted the **Terms**, and you undertake to comply with them.

Mondial Relay App: You must read and expressly accept, without reservation, the **Terms** by ticking the box provided for this purpose on the home page, before proceeding to create or log in to your **User Account**.

If you refuse to be bound by the **Terms**, including the provisions of this Annex, you must cease using the Mondial Relay Website and will not be able to use the Mondial Relay App.

You are hereby informed that the general terms and conditions relating to the freight forwarding services provided by Mondial Relay are set out in Mondial Relay's General Terms and Conditions of Sale, which are also available on the **Platform**.

Regarding freight forwarding services in France (in particular parcels departing from France) the General Terms and conditions of sale are applicable.

Depending on the terms of the shipment you are making, the general terms and conditions of sale of another Mondial Relay's country, or of another company within the InPost Group may apply to you.

IV. Features and Services provided

A. Access conditions

- **Mondial Relay Website:** accessible free of charge to any user who visits and/or uses it.
- **Mondial Relay App:** available free of charge once downloaded by the you onto a smartphone, tablet or hybrid computer.

To download the Mondial Relay App, you must have a smartphone that meets our technical requirements and a sufficiently fast internet connection. To get the most out of the Mondial Relay App, we recommend that you update it regularly.

B. Services provided

Mondial Relay operates the Mondial Relay Website and the Mondial Relay App, which allow you, in particular, to order shipping labels, track the progress of your parcels, locate Point Relais® and APM, and learn more about the services, features, tools and any promotional offers.

C. Features

The **Platform** allows you, in particular, to:

- Discover Mondial Relay's activities, news, services and promotional offers,
- Access a Q&A section,
- View and edit the personal details you provided when creating your User Account,
- Order a shipping label to send a parcel,
- Track the progress of parcels currently being sent or received,
- Locate Point Relais® and APM locations, with the option to enable geolocation,
- Apply to become a carrier, Point Relais®, or host an APM.

By logging into your **User Account** via the Mondial Relay App, you can use and benefit from other features such as:

- Adding multiple email addresses and/or mobile numbers to your User Account so that you can track the delivery of all parcels linked to those email addresses and mobile numbers. This link will be subject to prior verification. A one-time code will be sent to you, depending on your choice, by email or SMS, which you will need to enter in the Mondial Relay App. You will then have twenty-four (24) hours to confirm your association request,
- Manually add a parcel by entering the tracking number and postcode associated with it to view detailed tracking of the parcel's journey and the address of the Point Relais® and/or APM,
- Archive parcels, noting that parcels delivered or collected more than seven (7) days ago will be automatically archived in the Mondial Relay App,
- Delete archived parcels, noting that archived parcels are automatically deleted every 160 days.

The Mondial Relay website, allows you to:

- Contact our Customer Services and file a complaint;
- Access your business account if you are a legal entity, company or sole trader acting in the course of your commercial, industrial, craft or professional activities;
- Access Q&As (including the chat feature), ideas/advice, best practices, etc.

D. General restrictions of use

By using the **Platform**, you agree not to copy, reproduce, publish, make available to the public, or distribute copies of the **Platform**, to use the **Platform** for the benefit of a third party, or to monetise the use of the **Platform**.

You agree not to introduce, input or upload onto or via the **Platform** any virus, Trojan horse, worm, time bomb or other computer programming routine which (a) is intended to damage, interfere with, intercept or expropriate the **Platform** or any other system or technology of us, (b) disrupts the normal operation of the **Platform** and/or the Services, and/or (c) infringes the intellectual our property rights or the intellectual property rights of a third party.

You undertake not to modify, attempt to modify or tamper with the **Platform** in any way whatsoever, and not to use any software or freely available programmes.

You agree not to modify, adapt, translate, create derivative works, transmit, decompile, reverse engineer, disassemble, or attempt to determine the source code of all or any part of the **Platform**. Any such action would be considered a breach of the “Intellectual Property” section.

You agree not to use the **Platform** and/or the Services with the intention of committing unlawful or fraudulent acts or carrying out unlawful or fraudulent transactions. In this regard, you agree not to upload to the **Platform** any content that, in particular but not exclusively, glorifies crimes against humanity, incites racial hatred and/or violence, or is of a child pornography nature.

E. Specific provisions relating to prize draws and commercial offers

We may, at any time, publish Commercial Offers available to some or all **Users**.

Certain features or functionalities of the **Platform** may be temporarily modified or disabled during or in connection with a Commercial Offer.

Commercial Offers may be subject to certain eligibility criteria, as determined by us, and may be subject to specific terms and conditions or competition rules.

Information regarding Commercial Offers may be provided on the Platform at the time of the launch of each such Commercial Offer.

V. Intellectual property

Mondial Relay owns the rights to the trademarks, logos, text, overall structure, images, graphics and, more generally, the entire Platform. In accordance with Article L122-4 of the French Intellectual Property Code, any representation or reproduction, in whole or in part, by any means whatsoever, without our express prior consent is unlawful. The same applies to translation, adaptation or transformation, arrangement or reproduction by any art or process whatsoever.

Any breach of the provisions of Article L122-4 of the Intellectual Property Code constitutes an infringement within the meaning of Article L 335-2 of the same Code, which is an offence punishable by up to three years' imprisonment and a fine of € 300,000. Where the offence is committed by an organised gang, the penalties are increased to five years' imprisonment and a fine of € 500,000.

No provision of the **Terms** may be interpreted as granting you any right whatsoever over elements protected by intellectual property rights, over which we may hold ownership or exclusive rights of use.

VI. Personal data

When you use the Platform, we collect and process your **personal data** in accordance with the applicable regulations governing the processing of **personal data**, in particular the General Data Protection Regulation (EU) No 2016/679 (known as the "GDPR").

For further details on the processing of your personal data, please refer to our **Privacy Policy**.

For any requests relating to the exercise of your rights regarding the processing of personal data, please write to the following address: dpo@mondialrelay.fr.

We reserve the right to verify the identity of any person wishing to access, amend or delete their **personal data**, in the event of legitimate doubt.

VII. Account deletion and suspension

You may terminate your relationship with us in connection with your use of the Mondial Relay App at any time by deleting the Mondial Relay App from all devices that you own or control. Deleting the Mondial Relay App does not automatically result in the deletion of your **User Account**, which remains accessible on the Mondial Relay Website; this also means that if you delete the Mondial Relay App alone, the personal data stored via your User Account remains in our possession.

A. Deletion of the Account by you

You may delete your **User Account** by requesting the closure of your User Account at any time on the **Platform**, without having to provide any reasons, by accessing the 'My login settings' section on the Website or the 'Settings' section on the Mondial Relay App.

The deletion of your **User Account** will only take effect provided that your prepaid account has been settled.

The deletion of your **User Account** will result in its closure, but will not automatically result in the deletion of your associated personal data. If you wish to delete your associated **personal data** (a request which must be made in accordance with the section "Personal Data").

B. Suspension of the User Account by Mondial Relay or by InPost

We reserve the right to temporarily or permanently suspend all or part of the **Platform** and/or the **Services**, or to close, suspend or freeze your **User Account**:

- For reasons relating to your safety and/or the safety of others, or due to a proven or suspected breach by you of any of your obligations, as set out in these **Terms**,
- As part of the improvement, updating and development of the Platform and the **Services**,
- To correct an error or bug on the **Platform**,
- To attempt to prevent or interrupt dangerous or inappropriate access to the Platform and/or the **Services**,
- To comply with any court order, law or regulation in force.

We undertake to take restrictive or blocking measures proportionate to the circumstances and, in particular, to the breaches committed by you.

We reserve the right to unilaterally terminate this relationship with you in the event that you commit a serious and/or repeated breach of any of your obligations, as set out in the **Terms**. Such termination shall take effect automatically, without prejudice to any damages we may claim.

VIII. Responsibility

The **Platform** is available 24 hours a day, 7 days a week, except in cases of force majeure or the occurrence of an event beyond our control, and subject to any downtime or maintenance work necessary for the proper functioning of the **Platform**.

We do not guarantee that the **Platform's** ability will meet your specific expectations or needs, and we cannot guarantee that no errors or other operational disruptions will occur during use.

We shall therefore not be liable for any damage arising from the use of the Internet and computer and telecommunications systems, including, but not limited to, the incorrect transmission and/or reception of any data and/or information on the Internet, external intrusion or the presence of computer viruses, the failure of any receiving equipment or communication lines, and any other Internet malfunction preventing the proper functioning of the **Platform** and/or the Services.

Under no circumstances shall we be liable for any damage that may be caused by your use of the **Platform** in a manner that does not comply with the **Terms**.

You acknowledge that any use of the **Platform**, and particularly any access to your **User Account** using your login details, is presumed to have been made by you and will be attributed to you. If you dispute that you were responsible for the use of your **User Account**, you must provide evidence to the contrary.

We are liable for the proper performance of the obligations arising from the **Terms**. However, we may be exempted from liability by proving that the non-performance or improper performance of the is attributable either to you, or to the unforeseeable and insurmountable actions of a third party, or to a case of force majeure as defined by Article 1218 of the French Civil Code.

IX. Third parties' terms and conditions

Certain features of the **Platform** use tools and services provided by third parties, which may be governed by separate terms and conditions. For example, the Mondial Relay App must only be used on an authorised mobile platform (Apple Inc's iOS or Google Inc's Android). You

will be required to accept these separate terms and conditions separately if you wish to access and use the Mondial Relay App and/or the Services.

X. Contact and claims

A. Personal data

If you become aware of any unauthorised use of your **User Account**, hacking or fraud, you must notify us immediately via the following email address: dpo@mondialrelay.fr.

For any enquiries regarding the exercise of your rights in relation to the processing of personal data, please write to the following address: dpo@mondialrelay.fr.

B. Customer Service

For any information, complaints or queries regarding the **Terms** or the Services, please contact our Customer Service:

- Via the contact form for private customers, by selecting the option 'My account, my payments, my billing, my labels' or by filling out the form;
- Via the Connect interface for business customers (contractual contact email).

C. Mediation

In accordance with the provisions of the French Consumer Code concerning "the mediation process for consumer disputes", you have the right to make use, free of charge, of the services of the FEVAD (Federation of E-commerce and Distance Selling) E-commerce Mediator, whose contact details are as follows: 60 Rue La Boétie, 75008 Paris.

XI. Applicable law and disputes

This Annex and any provision of the **Terms** relating to the **Platform** are governed by French law.

Unless otherwise required by mandatory law, any disputes that cannot be settled amicably shall be brought before the competent courts, which is:

- If you are a **consumer** residing in one of the following countries: France, Poland, Italy, Spain, Portugal, Belgium, Netherlands or Luxembourg, according to article R631-3 of Code de la Consommation, you can choose even your place of residence or the defendant's place of residence,
- In any other cases, Mondial Relay's registered office.

XII. Language and general provisions

The sole language of reference for this Annex and the provisions of the **Terms** relating to the use of the **Platform** is French.

Should any specific provision of the **Terms** be deemed invalid or declared as such by a final and binding decision of a competent court or should any clause of the be rendered null and void as a result of a change in legislation or regulation, the remaining provisions shall remain in full force and effect. Such invalidity shall in no way affect the validity and necessary compliance with all other provisions of the **Terms**.

We may at any time cease or suspend the operation of the Platform, or transfer it to third parties, provided that we give you thirty (30) days' notice prior to such transfer or suspension.

Appendix B4 - Services provided in Belgium

Version 1.0

I. Introduction

This Appendix applies to you if you are identified by InPost as ordinarily resident in Belgium.

The Services provided in Belgium are provided by the Belgian Website.

A. Definitions

- "**Mondial Relay**" is a simplified joint-stock company with a single shareholder (SASU) under French law, with a capital of 500,400 euros, whose registered office is located at 1 avenue de l'Horizon, 59650 Villeneuve d'Ascq, registered in the Register of Transport Forwarders of the Hauts de France region and in the Trade and Companies Register of Lille Métropole under number 385 218 631, whose Belgian branch is registered with the Crossroads Bank for Enterprises under number 0897 708 175, established at 15 rue François Englert, 1480 Tubize.
- "**Commercial Offers**" means news or other communication elements concerning short and long-term offers published on the Belgian Website, competitions, campaigns, games or promotions, which are organised in accordance with national laws.
- "**Belgian Website**" means the website accessible at the following address mondialrelay.be

All terms not specifically defined in this Appendix, have the meanings given to them in the **Terms**.

II. Contracting company

The Belgian Website is operated by **Mondial Relay**.

III. Scope

Belgian Website: by accessing and/or using the Belgian Website, you acknowledge that you have read and accepted the **Terms** without reservation, and you undertake to comply with their terms.

If you refuse to be bound by these **Terms**, including the provisions of this Appendix, you must stop using the **Belgian Website**.

You are informed that the terms and conditions relating to the freight forwarding services provided by Mondial Relay are set out in Mondial Relay's General Terms and Conditions of Sale, also available on the **Belgian Website**.

With regard to the freight forwarding services provided by Mondial Relay, and in particular for shipments departing from Belgium, the General Terms and Conditions of Sale are applicable.

Depending on the terms of the shipment you make, the general terms and conditions of sale of another country in which Mondial Relay operates, or of another company of the InPost Group, may apply to you.

IV. Features and Services Offered

A. Conditions of access

The **Belgian Website** is accessible free of charge to any **User** who accesses and/or uses it.

B. Services offered

Mondial Relay publishes the **Belgian Website**, which allows you to order shipping labels, track the delivery of your parcels, locate Points Relais® and APM and find out more about services, features, tools and any promotional offers.

C. Features

The **Belgian Website** allows you to:

- Inform you about Mondial Relay's activities, news, services and Commercial Offers;
- Benefit from Q&A, including the proposed chat, ideas/tips, best practices, etc.;
- Access and modify your personal information provided when creating your **User Account**;
- Order a shipping label to send a Parcel;
- Track the progress of Parcels being sent or received;
- Locate Point Relais®, and APM, while having the possibility to activate geolocation;
- Apply to become a carrier, Point Relais®, or an APM host;
- Contact our Customer Service and make a complaint;
- Access your professional account if you are a legal entity or individual entrepreneur acting in the context of your commercial, industrial, craft or liberal activity.

D. General Restrictions on use

By using the **Belgian Website**, you agree not to copy, reproduce, publish, make available to the public, or distribute copies of the **Belgian Website**, to use the **Belgian Website** for the benefit of any third party or to monetize the use of the **Belgian Website**.

You agree not to associate, input or upload to or through the **Belgian Website** any virus, Trojan horse, worm, time bomb or other computer programming routine that (a) aims to damage, interfere with, intercept or expropriate the **Belgian Website** or any other system or

technology belonging to us, (b) disrupts the normal operation of the **Belgian Website** and/or the **Services**, and/or (c) that violates our intellectual property rights or those of any third party.

You undertake not to modify, attempt to modify or damage the **Belgian Website** in any way whatsoever and not to use any freely available software or any form of program.

You agree not to modify, adapt, translate, prepare derivative works of, transmit, decompile, reverse engineer, disassemble, or attempt to determine the source code of all or part of the **Belgian Website**. Such action would be considered a breach of the "Intellectual Property" section hereof.

You agree not to use the **Belgian Website** and/or the **Services** with the intention of committing illicit or fraudulent acts or carrying out transactions. As such, you undertake not to upload to the Belgian Website content that glorifies crimes against humanity, incites racial hatred and/or violence or is of a child pornography nature.

More generally, you undertake not to violate any applicable laws and/or regulations.

E. Particularities related to competitions and commercial offers

We may, at any time, publish Commercial Offers.

Certain features or functionalities of the Belgian Website may be temporarily changed or deactivated during or in connection with a Commercial Offer.

Commercial Offers may be subject to certain eligibility conditions, as determined by us, and may be subject to special terms and conditions or game rules.

Information regarding the Commercial Offers may be provided on the Belgian Website at the time of the launch of each of the Commercial Offers.

V. Intellectual property

Mondial Relay is the owner of the rights to the trademarks, logos, texts, general architecture, images, graphics, and more generally to the entire **Belgian Website**. In accordance with the regulations in force on the protection of copyright, any communication to the public or reproduction, in whole or in part, made, by any means whatsoever, without our express and prior consent, of said signs or creations, is illegal. The same applies to translation, adaptation or transformation, arrangement or reproduction by any art or process.

Any violation shall result in the penalties provided for in the Belgian Code of Economic Law or, where applicable, any other applicable provision, in particular in Belgian law.

Nothing in the **Terms** may be interpreted as granting you any right of any kind whatsoever over the elements protected by intellectual property, of which we may be the owner or have an exclusive right of exploitation.

VI. Personal data

In the context of the use of the Belgian Website, we collect and process **Personal Data** concerning you in compliance with the regulations in force applicable to the processing of **Personal Data**, in particular the General Regulation (EU) No. 2016/679 on the Protection of **Personal Data** (known as the "GDPR").

For more details on the processing of your **Personal Data**, we invite you to consult our **Privacy Policy**.

For all requests related to the exercise of your rights related to the processing of Personal Data, we invite you to write to the following address: dpo.belgium@mondialrelay.be.

We reserve the right to verify the identity of the individual wishing to access, amend or delete their **Personal Data**, in case of legitimate doubt.

VII. Deletion and suspension of the User Account

A. Deletion or suspension of the User Account by you

You can delete your **User Account** by requesting the closure of your **User Account** at any time on the **Belgian Website**, without having to give reasons, by accessing the "My login settings" section on the **Belgian Website**.

The deletion of your **User Account** can only be effective on the condition that your prepaid account is balanced.

Deletion of a **User Account** will result in its closure, but will not automatically result in the deletion of your associated Personal Data. If you wish to delete your associated Personal Data, you must make a request in accordance with the provisions of the "Personal Data" section.

B. Deletion or suspension of the User Account by us

We reserve the right to temporarily or permanently interrupt all or part of **the Belgian Website** and/or the **Services**, or to close, suspend or freeze your **User Account**:

- For reasons related to your safety and/or the safety of persons or a proven or suspected breach on your part of one of your obligations, as referred to in these **Terms**;
- In the context of the improvement, updating and development of the **Belgian Website** and the **Services**;
- To correct an error or bug on the **Belgian Website**;
- To attempt to avoid or interrupt dangerous or inappropriate access to the **Belgian Website** and/or the **Services**;

- To comply with any applicable court order, law, or regulation.

We undertake to take restrictive or blocking measures that are proportionate to the circumstances and, in particular, to the violations you may have committed.

We reserve the right to unilaterally terminate this relationship with you in the event that you commit a serious and/or repeated breach of any of your obligations, as referred to in the **Terms**. This termination will be automatic and without prejudice to any damages that we may seek.

VIII. Liability

The **Belgian Website** is accessible 24 hours a day, 7 days a week, except in the event of force majeure or the occurrence of an event beyond our control, and subject to any breakdowns and maintenance interventions necessary for the proper functioning of the **Belgian Website**.

The **Belgian Website** is made available to you in its current state and we make reasonable efforts to ensure that it functions properly. However, we cannot guarantee that there will be no errors, interruptions or malfunctions.

We cannot therefore be held liable for any damage inherent in the use of the Internet and computer and telecommunications systems, including but not limited to, the improper transmission and/or reception of any data and/or information on the Internet, external intrusion or the presence of computer viruses, the failure of any reception equipment or communication lines and any other malfunction of the Internet preventing the proper functioning of the **Belgian Website** and/or the **Services**.

We cannot be held liable under any circumstances for any damage that may be caused by your use of the **Belgian Website** in a manner that does not comply with the **Terms**.

You acknowledge that any use of the **Belgian Website**, and more specifically any access to your **User Account** with your identification details, is presumed to have been made by you and will be attributed to you. If you dispute that you are using your **User Account**, you must provide proof to the contrary.

We are responsible for the proper performance of the obligations arising from the **Terms**. However, we may exonerate ourselves from our liability by providing proof that the non-performance or improper performance of the **Terms** is attributable either to you, or to the unforeseeable and insurmountable act of a third party, or to a case of force majeure.

IX. Contact and complaints

A. Personal data

If you become aware of any unauthorized use of your **User Account**, hacking or fraud, you must notify us immediately via the email address: dpo.belgium@mondialrelay.be.

For all requests related to the exercise of your rights related to the processing of **Personal Data**, we invite you to write to the following address: dpo.belgium@mondialrelay.be.

B. Customer Service

For any information, complaint or question relating to the **Terms** or the **Services**, you are invited to contact our Customer Service:

- Via the [contact form for individuals](#), which is available after clicking on the reason "My account, my payments, my invoicing, my labels";
- Via the Connect interface for business customers (contractual contact email).

C. Mediation

If you are not satisfied with the outcome or the handling of your complaint, you can then contact the Mediation Service for the Postal Sector established by the law of 21 March 1991 and located at Boulevard du Roi Albert II 8 bte 4, 1000 BRUSSELS (F) free of charge; Koning Albert II-laan 8 bus 4, 1000 BRUSSEL.

X. Governing law and litigations

This Appendix and any provision of the **Terms** relating to it are subject to Belgian law.

In the absence of mandatory legal provisions to the contrary, all disputes that cannot be settled amicably will be brought before the competent courts, namely:

- If you are a **consumer** residing in one of the following countries: France, Poland, Italy, Spain, Portugal, Belgium, the Netherlands or Luxembourg, you can choose either your place of residence or the place of residence of the defendant,
- In all other cases, any dispute will be submitted to the French-speaking courts of Brussels.

XI. Language and general provisions

The only language of reference for this Appendix and the provisions of the **Terms** relating to the use of the **Belgian Website** is French.

If a particular provision of the **Terms** should be considered invalid or declared as such by a decision having the force of res judicata of a competent court or if one of the clauses of the **Terms** proves to be null and void as a result of a change in legislation or regulations, the

other provisions will retain their full force and scope. This nullity shall in no way affect the validity and necessary compliance with all the other provisions of the **Terms**.

We may at any time cease or suspend the operation of the Belgian Website, or transfer it to third parties, subject to notifying you by giving thirty (30) days' notice before the transfer or suspension.

Appendix B5 - Services provided in the Grand Duchy of Luxembourg

Version 1.0

I. Introduction

This appendix to the **Terms** applies to you if you are identified by InPost as habitually resident in the Grand Duchy of Luxembourg.

The Services provided to the Grand Duchy of Luxembourg are provided through the **Belgian and Luxembourg Website**.

A. Definitions

- "**Mondial Relay**" is a simplified joint-stock company with a single shareholder (SASU) under French law, with a capital of 500,400 euros, whose registered office is located at 1 avenue de l'Horizon, 59650 Villeneuve d'Ascq, registered in the Register of Transport Forwarders of the Hauts de France region and in the Trade and Companies Register of Lille Métropole under number 385 218 631, whose Luxembourg branch is registered in the Luxembourg Trade and Companies Register under number B 296 259 and is established at 106 route d'Esch, L-1470 Luxembourg.
- "**Commercial Offers**" means news or other communication elements concerning short and long-term offers published on the Belgian and Luxembourg Website, competitions, campaigns, games or promotions, which are organised in accordance with national laws.
- "**Belgian and Luxembourg Website**" means the mondialrelay.be.

All terms not specifically defined in this Appendix, have the meanings given to them in the **Terms**.

II. Contracting company

The **Belgian and Luxembourg Website** is operated by **Mondial Relay**.

III. Scope

Belgian and Luxembourg Website: by accessing and/or using the **Belgian and Luxembourg Website**, you acknowledge that you have read and expressly and unreservedly accepted the **Terms**, and you undertake to comply with it.

If you refuse to be bound by the **Terms**, including the provisions of this Appendix, you must stop consulting the **Belgian and Luxembourg Website**.

You are informed that the terms and conditions relating to the freight forwarding services provided by Mondial Relay are set out in Mondial Relay's General Terms and Conditions of Sale, which are also available on the **Belgian and Luxembourg websites**.

With regard to the freight forwarding services provided by Mondial Relay, and in particular for shipments departing from Belgium and Luxembourg, the General Terms and Conditions of Sale are applicable.

Depending on the terms of the shipment you make, the general terms and conditions of sale of another country of Mondial Relay, or of another company of the InPost Group, may apply to you.

IV. Features and Services Offered

A. Conditions of access

The **Belgian and Luxembourg Website** is accessible free of charge to any **User** who accesses and/or uses it.

B. Services offered

Mondial Relay publishes the **Belgian and Luxembourg Website**, allowing you to order shipping labels, track the delivery of your parcels, locate Relay® Points and Lockers, and find out more about services, features, tools and any promotional offers.

C. Features

The **Belgian and Luxembourg Website** allows you to:

- Obtain information about Mondial Relay's activities, news, services and promotional offers,
- Benefit from Q&A, including the proposed chat, ideas/tips, best practices, etc.,
- Access and modify your **personal data** when creating your **User Account**,
- Order a shipping label to send a package,
- Track the progress of packages being sent or received,
- Locate Point Relais®, and APM, while having the possibility to activate geolocation,
- Apply to become a carrier, Point Relais®, or to host an APM,
- Contact Customer Service and make a complaint,
- Access your professional account if you are a legal entity, company or individual entrepreneur acting in the context of your commercial, industrial, craft or liberal activity.

D. General restrictions on use

By using the Belgian and Luxembourg Website, you agree not to copy, reproduce, publish, make available to the public, or distribute copies of the Belgian and Luxembourg Website, to use the Belgian and Luxembourg Website for the benefit of a third party or to monetise the use of the Belgian and Luxembourg Website.

You agree not to associate, input or upload to or through the **Belgium and Luxembourg Website** any viruses, Trojan horses, worms, time bombs or other computer programming routines that (a) aim to damage, interfere with, intercept or expropriate the **Belgium and Luxembourg Website** or any other system or technology owned by us, (b) disrupts the normal functioning of the **Belgium and Luxembourg Website** and/or the **Services**, and/or (c) violates our intellectual property rights or those of a third party.

You undertake not to modify, attempt to modify or damage the Belgian and Luxembourg Website in any way whatsoever and not to use any software or any form of program freely available.

You agree not to modify, adapt, translate, prepare derivative works of, transmit, decompile, reverse engineer, disassemble, or attempt to determine the source code of all or part of the **Belgium and Luxembourg Website**. Such action would be considered a breach of the "Intellectual Property" section hereof.

You agree not to use the **Belgium and Luxembourg Website** and/or the **Services** with the intention of committing illegal or fraudulent acts or transactions. As such, you undertake not to upload to the **Belgium and Luxembourg Website** content that glorifies crimes against humanity, incites racial hatred and/or violence or is of a child pornography nature.

More generally, you undertake not to violate any applicable laws and/or regulations.

E. Particularities related to competitions and commercial offers

We may, at any time, publish Commercial Offers.

Certain features or functionalities of the **Belgian and Luxembourg Website** may be temporarily modified or deactivated during or in the context of a Commercial Offer.

Commercial Offers may be subject to certain eligibility conditions, as determined by us, and may be subject to special terms and conditions or game rules.

Information concerning the Commercial Offers may be provided on the **Belgian and Luxembourg Website** at the time of the launch of each of the said Commercial Offers.

V. Intellectual property

Mondial Relay is the owner of the rights to the trademarks, logos, texts, general architecture, images, graphics, and more generally to the entire Belgian and Luxembourg Website. In accordance with the current copyright protection regulations, any representation or reproduction, in whole or in part, made by any means whatsoever without our express and prior consent is illegal. The same applies to translation, adaptation or transformation, arrangement or reproduction by any art or process.

Any reproduction of Mondial Relay's logos is likely to constitute an act of counterfeiting or parasitism and to engage the liability of the author of the disputed acts.

Any infringement shall result in the penalties provided for by applicable law, in particular the Act of 18 April 2001 on copyright, related rights and databases in its latest applicable version, the Benelux Convention on Intellectual Property (Trademarks and Designs) of 25 February 2005 in its latest applicable version.

Nothing in the **Terms** may be interpreted as granting you any right of any kind whatsoever over the elements protected by intellectual property, of which we may have the property or the exclusive right to exploit.

VI. Personal data

In the context of the use of the **Belgian and Luxembourg Website**, we collect and process your **Personal data** in compliance with the regulations in force applicable to the processing of personal data, in particular the General Regulation (EU) No. 2016/679 on the Protection of Personal Data (known as the "**GDPR** ").

For more details on the processing of your **personal data**, please consult our **Privacy Policy**.

For all requests related to the exercise of your rights related to the processing of **personal data**, we invite you to write to the following address: dpo.luxembourg@mondialrelay.lu.

We reserve the right to verify the identity of the person wishing to access, modify or delete their **personal data**, in case of legitimate doubt.

VII. Account Deletion and Suspension

A. Deletion of Account by You

You can delete your **User Account** by requesting its closure at any time on the **Belgian and Luxembourg Website**, without having to justify any reason, by accessing the "My connection settings" section on the **Belgian and Luxembourg Website**.

The deletion of your **User Account** can only be effective on the condition that your prepaid account is balanced.

Deletion of a **User Account** will result in its closure, but will not automatically result in the deletion of your associated **personal data**. If you wish to delete your associated **personal data**, you must make a request in accordance with the article "Personal Data".

B. Account suspension by Mondial Relay or InPost

We reserve the right to temporarily or permanently interrupt all or part of the Belgian and Luxembourg Website and/or the Services, or to close, suspend or freeze your User Account:

- For reasons related to your safety and/or the safety of persons or a proven or suspected breach on your part of one of your obligations, as referred to in these **Terms**,
- As part of the improvement, updating and development of the **Belgian and Luxembourg Website** and the **Services**,
- To correct an error or bug on the **Belgian and Luxembourg Website**,
- To try to avoid or interrupt dangerous or inappropriate access to the **Belgian and Luxembourg Website** and/or the **Services**,
- To comply with any applicable court order, law, or regulation.

We undertake to take restrictive or blocking measures that are proportionate to the circumstances and, in particular, to the violations you may have committed.

We reserve the right to unilaterally terminate this relationship with you in the event that you commit a serious and/or repeated breach of any of your obligations, as referred to in the **Terms**. This termination will be automatic and without prejudice to any damages that we may seek.

VIII. Liability

The Belgian and Luxembourg Website is accessible 24 hours a day, 7 days a week, except in the event of force majeure or the occurrence of an event beyond our control, and subject to any breakdowns and maintenance interventions necessary for the proper functioning of the **Belgian and Luxembourg Website**.

We do not provide any guarantee as to the ability of the **Belgian and Luxembourg Website** to meet your particular expectations or needs and we are not able to guarantee that no errors or other malfunctions will appear during use.

We cannot therefore be held liable for any damage inherent in the use of the Internet and computer and telecommunications systems, including but not limited to, the improper transmission and/or reception of any data and/or information on the Internet, external intrusion or the presence of computer viruses, the failure of any reception equipment or communication lines and any other malfunction of the Internet preventing the proper functioning of the **Belgian and Luxembourg Website** and/or the **Services**.

We cannot be held liable under any circumstances for any damage that may be caused by your use of the **Belgian and Luxembourg Website** in a manner that does not comply with the **Terms**.

You acknowledge that any use of the **Belgian and Luxembourg Website**, and more particularly any access to your **User Account** with your identification details, is presumed to have been made by you and will be attributed to you. If you dispute that you are using your **User Account**, you must provide proof to the contrary.

We are responsible for the proper performance of the obligations arising from the **Terms**. However, we may exonerate ourselves from our liability by providing proof that the non-performance or improper performance of the **Terms** is attributable either to you, or to the unforeseeable and insurmountable act of a third party, or to a case of force majeure.

Any other provision not dealt with by these paragraphs falls under the provisions of Article 11 of Part I (A) to the **Terms**.

IX. Contact and complaints

A. Personal data

If you become aware of any unauthorized use of your **User Account**, hacking or fraud, you must notify us immediately via the email address: dpo.luxembourg@mondialrelay.lu.

For all requests related to the exercise of your rights related to the processing of **personal data**, we invite you to write to the following address: dpo.luxembourg@mondialrelay.lu.

B. Customer Service

For any information, complaint or question relating to the **Terms** or the **Services**, you are invited to contact Customer Service:

- Via the [contact form for individual customers](#), available after clicking on the option "My account, my payments, my invoicing, my labels",
- Via the Connect interface for business customers (contractual contact email).

C. Mediation

If you are not satisfied with the outcome or the handling of your complaint, you can then contact the [National Service of the Consumer Ombudsman](#), whose contact details are as follows: 6, rue du Palais de Justice, L-1841, Luxembourg.

X. Governing Law and Disputes

This appendix and any provision of the **Terms** relating to the Belgian and Luxembourg Website are subject to Luxembourg law.

In the absence of mandatory legal provisions to the contrary, any disputes that cannot be settled amicably will be brought before the competent courts, namely:

- If you are a **consumer** residing in one of the following countries: France, Poland, Italy, Spain, Portugal, Belgium, the Netherlands or the Grand Duchy of Luxembourg, you can choose either your place of residence or the place of residence of the defendant,
- In all other cases, any dispute will be submitted to the Luxembourg courts.

XI. Language and general provisions

The only language of reference for this Annex and the provisions of the **Terms** relating to the use of the Belgian and Luxembourgish Website is French.

If a particular provision of the **Terms** should be considered invalid or declared as such by a decision having the force of res judicata of a competent court or if one of the clauses of the **Terms** proves to be null and void as a result of a change in legislation or regulations, the other provisions will retain their full force and scope. This nullity shall in no way affect the validity and necessary compliance with all the other provisions of the **Terms**.

We may at any time cease or suspend the operation of the **Belgian and Luxembourg Website**, or transfer it to third parties, subject to informing you by giving thirty (30) days' notice before the transfer or suspension.

Appendix B6 - Services provided in the Netherlands

Version 1.0

I. Introduction

This Appendix applies to you if you are identified by InPost as habitually residing in the Netherlands. It applies in particular to all users of the **Dutch Website**.

The **Services** provided in the Netherlands are provided via the **Dutch Website**.

A. Definitions

- “**Commercial offers**” means news or other communication items regarding short-term and long-term offers published on the **Dutch Website**, competitions, campaigns, games or promotions, which are organised in compliance with applicable national laws.
- “**Dutch Website**” means the website available at mondialrelay.nl.
- “**Mondial Relay**”, is a French simplified joint-stock company with a sole shareholder (SASU), with a share capital of € 500,400, whose registered office is at 1 avenue de l’Horizon, 59650 Villeneuve d’Ascq - France, registered in the Hauts-de-France region’s freight forwarders’ register and in the Lille Métropole Trade and Companies Register under number 385 218 631, whose branch in the Netherlands is registered under Branch number: 76326187 and is established at Vianen, 4131 PB Laanakkerweg 14.

All terms not specifically defined in this Appendix shall have the meaning given to them in the **Terms** or in the **Privacy Policy**.

II. Contracting entity

The Dutch Website is operated by Mondial Relay.

III. Scope of application

By accessing and/or using the **Dutch Website**, you acknowledge that you have read and expressly and unreservedly accepted the **Terms** and undertake to comply with them.

If you refuse to be bound by the **Terms**, including the provisions of this Appendix, you must stop using the **Dutch Website**.

You are informed that the terms relating to the transport services provided by Mondial Relay are set out in Mondial Relay's General Terms and Conditions of Sale, which are also available on the **Dutch Website**.

With regard to the transport services provided by Mondial Relay, and in particular for shipments originating in the Netherlands, the General Terms and Conditions of Sale are applicable.

Depending on the terms of the shipment you arrange, the General terms and conditions of sale of another Mondial Relay country or of another company in the InPost Group may apply to you.

IV. Features and Services provided

A. Access conditions

The **Dutch Website** is accessible free of charge to any **User** who accesses and/or uses it.

B. Services provided

Mondial Relay operates the **Dutch Website**, which enables you in particular to order shipping labels, track the routing of your parcels, locate Points Relais® and APM, and learn more about services, features, tools and any promotional offers.

C. Features

The **Dutch Website** enables you in particular to:

- Obtain information on Mondial Relay's activities, news, services and promotional offers;
- Benefit from questions/answers, including the chat provided, ideas/tips, best practices, etc.;
- Access and modify your **personal data** provided when creating your **User Account**;
- Order a shipping label in order to send a parcel;
- Track the routing of parcels being sent or received;
- Locate Points Relais® and APM, with the option of activating geolocation;
- Apply to become a carrier, a Point Relais®, or an APM host;
- Contact Customer Service and submit a complaint;
- Access your professional account if you are a legal entity, company or sole trader acting in the course of your commercial, industrial, craft or liberal activity.

D. General restrictions of use

By using the **Dutch Website**, you undertake not to copy, reproduce, publish, make available to the public or distribute copies of the **Dutch Website**, not to use the **Dutch Website** for the benefit of a third party and not to monetise the use of the **Dutch Website**.

You agree not to associate with, enter or upload onto or through the **Dutch Website** any virus, trojan horse, worm, time bomb or other computer programming routine which (a) is intended to damage, interfere with, intercept or misappropriate the **Dutch Website** or any other system or technology belonging to us, (b) disrupts the normal operation of the **Dutch Website** and/or the **Services**, and/or (c) infringes our intellectual property rights or those of a third party.

You undertake not to modify, attempt to modify or damage the Dutch Website in any way whatsoever and not to use any software or any form of freely available program for this purpose.

You undertake not to modify, adapt, translate, prepare derivative works of, transmit, decompile, reverse engineer, disassemble or attempt to determine the source code of all or part of the **Dutch Website**. Any such action would be considered a breach of the “Intellectual Property” article of this Appendix.

You undertake not to use the **Dutch Website** and/or the **Services** with the intention of carrying out unlawful or fraudulent acts or transactions. To this end, you undertake not to upload to the **Dutch Website** any content that, in particular but not limited to, glorifies crimes against humanity, incites racial hatred and/or violence or is of a child-pornographic nature.

More generally, you undertake not to infringe applicable laws and/or regulations.

E. Specific provisions relating to prize draws and commercial offers

We may publish Commercial Offers at any time.

Certain characteristics or features of the **Dutch Website** may be temporarily changed or disabled during, or in connection with, a Commercial Offer.

Commercial Offers may be subject to certain eligibility conditions determined by us and may be subject to special terms and conditions or competition rules.

Information about Commercial Offers may be provided on the **Dutch Website** when each such Commercial Offer is launched.

V. Intellectual property

Mondial Relay Mondial Relay owns the rights to the trademarks, logos, texts, general architecture, images, graphics and, more generally, all elements of the **Dutch Website**. In accordance with the rules in force concerning the protection of copyright, any full or partial representation or reproduction, by any process whatsoever, without our prior express consent is unlawful. The same applies to translation, adaptation or transformation, arrangement or reproduction by any art or process whatsoever.

Any infringement will result in the penalties provided for by applicable law, in particular an injunction, a claim for damages or surrender of profits, seizure of goods and reimbursement of legal expenses under Article 1019h Dutch Civil Procedure Code.

No provision of the **Terms** may be interpreted as granting you any right whatsoever over elements protected by intellectual property rights, of which we may be the owner or the exclusive licensee.

VI. Personal data

In the context of using the **Dutch Website**, we collect and process **Personal data** concerning you in compliance with the regulations in force applicable to the processing of personal data, in particular Regulation (EU) No 2016/679 on the protection of personal data (the “**GDPR**”).

For more details on the processing of your **personal data**, we invite you to consult our **Privacy Policy**.

For any request relating to the exercise of your rights in connection with the processing of **Personal data**, please write to the following address: dpo.netherlands@mondialrelay.nl.

We reserve the right to verify the identity of any person wishing to access, modify or delete their **Personal data**, where we have a legitimate doubt.

VII. User Account deletion and suspension

A. Deletion of your User Account by you

You may delete your **User Account** by requesting its closure at any time on the **Dutch Website**, without having to justify any reason, by accessing the “My login settings” section on the **Dutch Website**.

Deletion of your **User Account** will only be effective provided that your prepaid account has a zero balance. Before closing your **User Account**, you must therefore request the reimbursement of the balance of your prepaid account, either online or through our Customer Service.

Deletion of your **User Account** will result in its closure, but will not automatically entail deletion of your associated **Personal data**. If you wish to have your associated **Personal data** deleted, you must submit a request in accordance with the provisions of the ‘Personal Data’ section.

B. Suspension of your User Account by Mondial Relay or by InPost

We reserve the right to interrupt, temporarily or permanently, all or part of the **Dutch Website** and/or the **Services**, or to close, suspend or freeze your **User Account**:

- For reasons relating to your security and/or the security of persons or in the event of a proven or suspected breach by you of any of your obligations under these **Terms**;
- As part of the improvement, updating and development of the **Dutch Website** and the **Services**;
- To correct an error or bug on the **Dutch Website**;
- To prevent or stop dangerous or inappropriate access to the **Dutch Website** and/or the **Services**;

— To comply with any court order, law or regulation in force.

We undertake to take restriction or blocking measures that are proportionate to the circumstances and, in particular, to the breaches you may have committed.

We reserve the right to unilaterally terminate our relationship with you if you commit a serious and/or repeated breach of any of your obligations under the **Terms**. Such termination shall take place automatically, without prejudice to any damages that we may claim.

VIII. Liability

The **Dutch Website** is accessible 24 hours a day, 7 days a week, except in cases of **force majeure** or events beyond our control, and subject to possible breakdowns and maintenance work necessary for the proper functioning of the **Dutch Website**.

We do not provide any guarantee as to the suitability of the **Dutch Website** to meet your particular expectations or needs and we are not in a position to guarantee that no error or other malfunction will occur during its use.

We may not be held liable for any damage inherent in the use of the Internet and IT and telecommunications systems, which has not been directly caused by us,, including but not limited to poor transmission and/or receipt of any data and/or information over the Internet, external intrusion or the presence of a computer virus, failure of any receiving equipment or communication lines and any other Internet malfunction preventing the proper functioning of the **Dutch Website** and/or the **Services**.

We may not be held liable for any damage that may be caused by your use of the **Dutch Website** in a manner that does not comply with the **Terms**.

You acknowledge that any use of the **Dutch Website**, and in particular any access to your **User Account** using your login details, is presumed to be made by you and will be attributed to you. If you contest being the originator of the use of your **User Account**, you must provide proof to the contrary.

We are responsible for the proper performance of the obligations arising from the **Terms**. However, we may be released from our liability by proving that the non-performance or improper performance of the **Terms** is attributable either to you, or to the unforeseeable and insurmountable act of a third party, or to a case of **force majeure**.

IX. Contact and claims

A. Personal data

If you become aware of any unauthorised use of your **User Account**, hacking or fraud, you must notify us immediately via the following email address:

dpo.netherlands@mondialrelay.nl.

For any enquiries regarding the exercise of your rights in relation to the processing of personal data, please write to the following address: dpo.netherlands@mondialrelay.nl.

B. Customer Service

For any information, complaints or queries regarding the **Terms** or the **Services**, please contact our Customer Service:

- Via the [contact form for private customers](#),
- Via the Connect interface for business customers (contractual contact email).

C. Mediation

If you are not satisfied with the outcome or handling of your complaint, you may subsequently refer the matter, free of charge, to the national consumer mediation service or other competent alternative dispute resolution body in the Netherlands, whose contact details are as follows:

Foundation for Consumer Complaints Committees

(*Stichting Geschillencommissies voor Consumentenzaken*) (SGC), Bordewijklaan 46, 2591 RX Den Haag, Contactinnameklacht@degeschillencommissie.nl, +31 703105310.

X. Applicable law and disputes

This Appendix and any provision of the **Terms** relating to the Dutch Website are governed by Dutch law.

In the absence of any mandatory legal provision to the contrary, any disputes that cannot be resolved amicably shall be brought before the competent courts, as follows:

- If you are a consumer residing in one of the following countries: France, Poland, Italy, Spain, Portugal or the Netherlands, you may choose either the courts of your place of residence or the courts of the defendant's place of residence;
- In all other cases, any dispute shall be submitted to the competent courts in the Netherlands.

XI. Language and general provisions

The only reference language for this Appendix and the provisions of the **Terms** relating to the use of the **Dutch Website** is the Dutch language.

If any specific provision of the **Terms** is found to be invalid or declared as such by a decision of a competent court having the force of res judicata, or if any clause of the **Terms** is found to be null and void following a change in legislation or regulations, the other provisions shall remain in full force and effect. Such nullity shall in no way affect the validity or the necessary performance of all the other provisions of the **Terms**.

We may at any time cease or suspend the operation of the **Dutch Website**, or assign it to third parties, subject to informing you by giving 30 (thirty) days' prior notice before such assignment or suspension.

Appendix B7 - Services provided in Spain

Version: 1.0

1. Introduction

The Terms and Conditions set out in this Appendix applies to users assigned to the Spanish region in accordance with the region assignment rules set out in the Terms. It supplements and, where necessary, modifies the **Terms**. It reflects:

- 1) mandatory requirements of Spanish and EU law,
- 2) specific services and functionalities,
- 3) region-specific operational arrangements.

The availability of such **services** is indicated in the **application**, in the **list of services provided by InPost** (Functionality Matrix) and this Appendix.

In case of conflict, this Appendix prevails over the **Terms** to the extent required by applicable law.

2. Contracting Entity

For **users** covered by this Appendix, the contracting entities are the following (depending on the services contracted):

- **MONDIAL RELAY S.A.S.U. SUCURSAL EN ESPAÑA** – a company registered and operating under Spanish law, with its registered office in Camí de les Oliveres 1, Vilanova i la Geltrú, 08800 Barcelona, Spain. The company is registered in the

Barcelona Mercantile Registry: Volume 40044, Folio 34, Page B-357783, 1st entry.
VAT number W0015130H, referred as **InPost Spain**.

3. Applicable Law

This Appendix is governed by Spanish law. If **you** act as a **consumer**, mandatory consumer protection law of your place of residence applies where it is more favourable than provisions in this Appendix.

Consumers using our **services** to whom this Appendix applies are entitled to specific rights described in the **Royal Legislative Decree 1/2007, of 16 November, approving the revised text of the General Law for the Protection of Consumers and Users** (Consumer Rights Act). Below, we provide some additional information regarding these rights:

- 1) The Consumer Rights Act defines “digital services” as services that enable the consumer or user to create, process, store or consult data in digital format, or a service that enables the sharing of data in digital format uploaded or created by the consumer or other users of that service, or to interact in any other way with such data.
- 2) The services we provide are not linked to the acquisition by the consumer of goods containing digital content or digital services (or linked in such a way that the absence of digital content or services would impede its proper functioning),
- 3) Appendix B7.1 applies to the agreement (or terms) under which we are obliged to deliver digital content or services (and other provisions) only when the Terms or terms pertain to digital content or services,
- 4) Appendix B7.1 does not apply when the consumer is solely obliged to provide personal data, and such data is processed by us solely:

- for the purpose of performing the agreement (or terms) or a statutory obligation,
or
- to improve security, compatibility, or other interoperability of software offered
under an open and free license.

We inform **you** that we do not undertake to participate in alternative dispute resolution proceedings, unless participation is required by applicable law. You may nevertheless submit complaints directly to us in accordance with the complaint procedure set out in these **Terms**. For the resolution of any dispute that cannot be resolved by other means, the courts of the defendant's place of residence or where InPost has its registered office shall have jurisdiction.

4. Language versions

This Appendix is available in Spanish and other language versions. In case of discrepancies, the Spanish language version prevails, unless mandatory law provides otherwise. The **consumer** has the right to request these terms and conditions in any other official language of Spain.

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Appendix B7.1 – Consumer rights regarding digital content or services

Appendix B7.1 - Consumer rights regarding digital content or services

Full Text on Consumer Rights (according to the Spanish Consumer Protection Law)

Article 66 bis. Delivery of goods and provision of digital content or services that are not provided on a tangible medium:

1. Unless the parties agree otherwise, the trader shall deliver the goods by transferring their physical possession or control to the consumer or user without undue delay and within a maximum period of 30 calendar days from the conclusion of the contract, and shall provide the digital content or services without undue delay after the conclusion of the contract.

The trader's obligation to supply shall be deemed to have been fulfilled when:

a) The digital content or any means suitable for accessing or downloading the digital content is made available to the consumer or user or is accessible to them or to the physical or virtual facility chosen by the consumer or user for that purpose.

b) The digital service is accessible to the consumer or user or to the physical or virtual facility chosen by the consumer or user for that purpose.

(...)

3. The consumer or user shall have the right to terminate the contract in any of the following situations:

a) The entrepreneur has refused to deliver the goods or has declared, or it is clear from the circumstances, that he will not supply the digital content or services.

Summary of Key Information:

The company must allow the consumer to access digital services without delay. If the

company does not provide access to the service, the consumer has the right to terminate the contract.

Full Text on Consumer Rights (according to the Spanish Consumer Protection Law)

Article 66 quarter. Prohibition of unsolicited shipments and supplies:

1. The shipment and supply to consumers and users of goods, water, gas, or electricity, heating through urban systems, digital content, or services not requested by them is prohibited when such shipments and supplies include a claim for payment of any kind.

Summary of Key Information:

The company may not impose paid digital services on consumers when they have not requested them.

Full Text on Consumer Rights (according to the Spanish Consumer Protection Law)

Article 97. Pre-contractual information for distance contracts and contracts concluded outside commercial premises:

1. Before the consumer and user is bound by any distance contract or contract concluded outside the business premises or any corresponding offer, the entrepreneur shall provide them, in a clear and comprehensible manner, with particular attention in the case of vulnerable consumers, who shall be provided with the following information in appropriate, accessible, and comprehensible formats: (...) n) A reminder of the existence of a legal guarantee of conformity for goods, digital content, or digital services. (...) s) Where applicable, the functionality of goods with digital elements, digital content, or digital services, including applicable technical protection measures. t) Where applicable, any relevant compatibility and interoperability of goods with digital elements, digital content, or digital services known to the trader or which the trader can reasonably be expected to know.

Summary of Key Information:

The company must provide the consumer with a series of information about the digital service before formalising the contract.

Full Text on Consumer Rights (according to the Spanish Consumer Protection Law)

Article 117. Liability of the business owner and rights of the consumer and user in the event of non-conformity of digital goods, content, or services. Third-party rights:

1. The trader shall be liable to the consumer or user for any lack of conformity existing at the time of delivery of the goods, content or digital service, and the consumer or user may, by means of a simple statement, require the trader to remedy such lack of conformity, reduce the price or terminate the contract. In any of these cases, the consumer or user may also claim compensation for damages, if applicable.

The consumer or user shall have the right to suspend payment of any outstanding part of the price of the goods or digital content or service purchased until the trader complies with the obligations set out in this title.

2. Where, as a result of an infringement of third-party rights, in particular intellectual property rights, the use of the goods or digital content or services is prevented or restricted, the consumer or user may also demand, in the event of non-conformity, the corrective measures provided for in the previous paragraph, unless a law provides for the termination or nullity of the contract in such cases.

Summary of Key Information:

The company shall be liable to the consumer for any lack of conformity in the digital service. In the case of free digital services, the consumer may demand that the lack of conformity be remedied or that the contract be terminated.

Appendix B8: Services provided in Portugal

Version: 1.0

1. Introduction

The Terms and Conditions set out in this Appendix applies to **users** assigned to the Portuguese region in accordance with the region assignment rules set out in the **Terms**. It supplements and, where necessary, modifies the **Terms**. It reflects:

- 1) mandatory requirements of Portuguese and EU law,
- 2) specific services and functionalities,
- 3) the operational conditions applicable in Portugal.

The availability of such **services** is indicated in the **application**, in the **list of services provided by InPost** (Functionality Matrix) and this Appendix.

In case of conflict, this Appendix prevails over the **Terms** to the extent required by applicable law.

2. Contracting Entity

For **users** covered by this Appendix, the contracting entity is MONDIAL RELAY SUCURSAL EM PORTUGAL – a company registered and operating under Portuguese law, with its registered office Rua Coronel Edgar Pereira Costa Cardoso, 3 E, 2615-360 Alverca do Ribatejo and its VAT number is 980682835.

3. Applicable Law

This Appendix is governed by Portuguese law.

If you act as a **consumer**, the more favourable mandatory rules of your place of residence shall apply, in accordance with EU law.

Consumers subject to this Appendix are entitled to the rights established under Portuguese legislation, in particular:

- **Decree-Law No. 84/2021 of 18 October**, which regulates consumer rights in the purchase and sale of goods, digital content, and digital services, transposing Directives (EU) 2019/770 and 2019/771.
- **Law No. 24/96, Consumer Protection Act**, which establishes basic rights such as service quality, information, guarantees, and compensation for damages.
- **Decree-Law No. 24/2014 of 14 February**, which regulates distance and off-premises contracts, transposing Directive 2011/83/EU, including provisions on pre-contractual information, right of withdrawal, and formal requirements for digital contracts ("Distance Contracts Act").
- **Decree-Law No. 7/2004 of 7 January**, on electronic commerce and information society services, transposing Directive 2000/31/EC, establishing obligations regarding the provision of digital services, including transparency, contractual information, and liability of intermediary service providers.

Hereinafter, the above legislation will be referred to jointly as **Portuguese Consumer Protection Law**, to the extent applicable.

Below, we provide some additional information regarding these rights:

- 1) Under Decree-Law No. 84/2021, “digital services” include any service enabling the creation, processing, storage, or consultation of data in digital form, as well as the exchange of data or interaction with such content;
- 2) The services we provide are not linked to the acquisition by the consumer of goods containing digital content or digital services (or linked in such a way that the absence of digital content or services would impede its proper functioning);
- 3) Appendix B8.1 applies to the agreement (or terms) under which we are obliged to deliver digital content or services (and other provisions) only when the Terms pertain to digital content or services;
- 4) Appendix B8.1 does not apply when the **consumer** is solely obliged to provide **personal data**, and such data is processed by us solely:
 - for the purpose of performing the agreement (or terms) or a statutory obligation, or
 - to improve security, compatibility, or other interoperability of software offered under an open and free license.

We inform **you** that, as a **consumer**, **you** may resort to a Consumer Dispute Resolution Entity.

As a service provider established in Portugal, we are required to participate in alternative dispute resolution proceedings before duly authorised consumer dispute arbitration centres (RAL entities) where the dispute concerns a claim of low economic value (up to €5,000) and the **consumer** elects to submit the dispute to such an entity.

We encourage you to verify the [list of authorised consumer dispute resolution entities in Portugal](#).

Besides the foregoing, we do not undertake to participate in alternative dispute resolution proceedings, unless participation is required by applicable law. You may nevertheless submit

complaints directly to us in accordance with the complaint procedure set out in these **Terms**. For the resolution of any dispute that cannot be resolved by other means, the courts of the defendant's place of residence or of the location where InPost has its registered office shall have jurisdiction.

4. Language versions

This Appendix is available in Portuguese and other language versions. In case of discrepancies, the Portuguese language version prevails, unless mandatory law provides otherwise. The **consumer** has the right to request these **Terms** in any other official language of Portugal.

5. Withdrawal

In Portugal, **consumers** have a right of withdrawal in distance contracts within fourteen (14) calendar days from the date of conclusion of the contract, in accordance with Distance Contracts Act, except for certain exceptions provided in law.

For the **application** and **User Account**, access to the digital service is immediate. The **consumer** retains, at any time, the right to close their account, uninstall the application, and request deletion of their data. The deletion of the **User Account** shall be deemed an unequivocal declaration of withdrawal from the contract for the purposes of Distance Contracts Act. Without prejudice to the foregoing, the **consumer** may also exercise the right of withdrawal by contacting InPost through the following contact details: ola@inpost.pt.

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Appendix B8.1 – Consumer rights regarding digital content or services

Appendix B8.1 - Consumer rights regarding digital content or services

Full Text on Portuguese Consumer Protection Law

Right to timely supply of digital services (Arts. 26 and 34 of DL 84/2021):

1 - Unless otherwise agreed, the trader shall supply the digital content or digital services covered by the contract to the consumer without undue delay.

2 - The supply obligation shall be deemed fulfilled upon:

- a) Making the digital content available to the consumer, or providing the consumer with the appropriate means to access or download the digital content;
- b) Making access to the digital content available to the consumer, or to a physical or virtual facility chosen by the consumer for that purpose; or
- c) Making access to the digital service available to the consumer, or to a physical or virtual facility chosen by the consumer for that purpose.”

(...)

“1 - In the event of non-supply of the digital content or digital services in accordance with Article 26, the consumer may request the trader to supply them.

2 - If the trader, having been requested to perform in accordance with the preceding paragraph, fails to supply the digital content or digital services without undue delay or within an additional period expressly agreed between the parties, the consumer shall be entitled to terminate the contract.

3 - The provisions of the preceding paragraphs shall not preclude the immediate termination of the contract where:

- a) The trader has declared, or it is clear from the circumstances, that it will not supply the digital content or digital services; or
- b) The consumer loses interest in the performance of the obligation, considering the existence of a prior agreement between the parties as to the essentiality of the time limit for its fulfilment.”

Summary of Key Information:

The digital service must be provided without undue delay. Where the company fails to supply the digital service, the consumer shall request supply and, if the company still fails to do so within a reasonable additional period, the consumer may terminate the contract.

Full Text on Portuguese Consumer Protection Law

Right to conformity of digital services (Arts. 27–29 of DL 84/2021):

"The trader shall supply the consumer with digital content or digital services that meet the requirements of Articles 28 to 30." (...)

"Digital content or digital services shall be in conformity with the contract where they:

- a) Correspond to the description, quantity and quality, and possess the functionality, compatibility, interoperability and other characteristics provided for in the contract;
- b) Are fit for any specific purpose for which the consumer requires them and which the consumer has communicated to the trader, at the latest at the time of conclusion of the contract, and in respect of which the trader has expressed agreement;
- c) Are supplied together with all accessories and instructions, including installation instructions, and customer support, as stipulated in the contract; and
- d) Are updated in accordance with the terms of the contract.”

(...)

“1 - Without prejudice to compliance with the provisions of the preceding article, digital content or digital services shall:

- a) Be fit for the purposes for which digital content or digital services of the same type would normally be used;
- b) Correspond to the quantity and possess the qualities and performance characteristics, including as regards functionality, compatibility, accessibility, continuity and security, that are normal in and that the consumer may reasonably expect from digital content or digital services of the same type, having regard, in particular, to their nature and any public statement made by or on behalf of the trader, or by other persons in earlier links of the chain of transactions, including the producer, notably in advertising or on labelling;
- c) Be supplied with the accessories and instructions that the consumer may reasonably expect to receive in connection with the digital content or digital services acquired; and
- d) Be in conformity with any trial version or preview made available by the trader prior to the conclusion of the contract”.

Summary of Key Information:

The digital service must conform with the contract requirements, including the agreed description, quantity, quality, functionality, compatibility, and interoperability.

Full Text on Portuguese Consumer Protection Law

Prohibition of unsolicited supplies (Art. 28 DL 24/2014):

1. The charging of any type of payment relating to the unsolicited supply of goods, water, gas, electricity, district heating or digital content, or the unsolicited provision of services to the consumer, shall be prohibited (...).

For the purposes of the preceding paragraph, the absence of a response by the consumer following the unsolicited supply or provision shall not constitute consent.”

Summary of Key Information:

Digital services with payment obligations may not be imposed if the consumer has not explicitly requested them.

Full Text on Portuguese Consumer Protection Law

Pre-contractual information (Art.4 Decree Lae no. 24/2014):

1 - Before the consumer is bound by a distance contract or an off-premises contract, or by a corresponding offer, the supplier of goods or service provider shall provide the consumer, in good time and in a clear and comprehensible manner, with the following information:

a) Identity of the supplier of goods or service provider, including name, firm or company name, physical address of establishment, telephone number and email address, so as to enable the consumer to contact them and communicate quickly and effectively;

(...)

d) Essential characteristics of the good or service, to the extent appropriate to the medium used and to the good or service that is the subject of the contract;

e) / f) / g) Total price of the good or service, including taxes and charges, supplementary transport, postal or delivery charges, or any other applicable costs; the method for calculating the price, including all supplementary transport, delivery and postal charges and any other costs, where the nature of the good or service does not allow calculation prior to the conclusion of the contract; an indication that supplementary transport, delivery and postal charges and any other costs may be due, where such charges cannot reasonably be calculated prior to the conclusion of the contract;

(...)

j) Payment, delivery and performance arrangements, the deadline by which the professional undertakes to deliver the good or provide the service, and, where applicable, the supplier's or service provider's consumer complaint handling system;

(...)

l) Information that the price has been personalised on the basis of an automated decision, where applicable;

m) Where applicable, the existence of the right of free withdrawal from the contract, the respective period and the procedure for exercising that right;

(...)

r) Duration of the contract, where it is not indefinite or instantaneous, or, in the case of a contract for the continuous or periodic supply of goods or provision of services or automatic renewal, the requirements for termination, including, where applicable, the regime of compensation established for early termination of contracts subject to minimum contractual periods;

s) The existence of and period for the legal guarantee of conformity of goods, digital content or digital;

(...)

z) Functionality of goods with digital elements, digital content or digital services, including technical protection measures, where applicable;

aa) Any relevant compatibility and interoperability of goods with digital elements, digital content or digital services of which the professional is or may reasonably be aware, where applicable;

bb) The possibility of access to an out-of-court complaint and redress mechanism to which the professional is bound, and the means of access to such mechanism, where applicable.”

Summary of Key Information:

Before contracting, the service provider must clearly inform the consumer about its identity, the service characteristics, pricing, withdrawal rights, contract duration, conformity guarantees, and available complaint mechanisms.

Full Text on Portuguese Consumer Protection Law**Liability for lack of conformity (Arts. 32–38):**

The trader shall be liable for any non-supply of digital content or digital services in accordance with Article 26." (...)

"In the event of lack of conformity of the digital content or digital services, and in accordance with the conditions set out in this article, the consumer shall be entitled to:

- a) The restoration of conformity;
- b) A proportionate reduction in price; or
- c) Termination of the contract."

Summary of Key Information:

The company is liable for any lack of conformity of the digital service that exists at the time of supply or that becomes apparent during the period of continuous supply. The consumer may demand, in the first instance, that the digital service be brought into conformity; failing that, the consumer may request a proportionate reduction in price or termination of the contract.

Appendix B9: Services provided in the United Kingdom

Version: 1.0

1. Introduction

The terms and conditions set out in this Appendix B9 (the “**Appendix**”) apply to **users** assigned to the United Kingdom region — comprising England and Wales, Scotland and Northern Ireland — in accordance with the region assignment rules described in Part I (A) of the **Terms**. This Appendix supplements and, where necessary, modifies the **Terms**. It reflects:

- mandatory requirements of the law of the United Kingdom (including, where relevant, the separate legal systems of England and Wales, Scotland and Northern Ireland);
- specific **services** and functionalities;
- region-specific operational arrangements.

The availability of such **services** is indicated in detail in the **application**, while general information is available in the **list of services provided by InPost** (Functionality Matrix) specified in Part I (B) of the **Terms**. From time to time, we may introduce new **services** or functionalities, modify existing ones, or discontinue certain **services**. The most up-to-date information about the currently available **services** is always available in the **application**.

In case of conflict, this **Appendix** prevails over the **Terms** to the extent required by applicable law. Nothing in this **Appendix** or in the **Terms** affects the rights you have as a **consumer** under mandatory provisions of the law of the part of the United Kingdom in which you are habitually resident.

2. Contracting Entity

For **users** covered by this **Appendix**, the contracting entity is **INPOST UK LIMITED**, a company incorporated in England and Wales under company number 08090698, whose registered office is at Moray House, 23-35 Great Titchfield Street, London, England, W1W 7PA (in this **Appendix**, also referred to as “**InPost UK**”, “**we**”, “**us**” or “**our**”).

You can contact **us** through the channels published in the **application** or on the InPost UK website (including the customer support contact form and chat function), by email at the address published on the InPost UK website, or by writing to InPost UK at the registered office address above.

3. Applicable Law and Jurisdiction

This **Appendix** and the **Terms** (in respect of **services** provided in the United Kingdom) are governed by the laws of England and Wales.

If **you** are a **consumer**, the choice of governing law set out above does not deprive **you** of the protection afforded by mandatory provisions of the law of the part of the United Kingdom in which **you** are habitually resident. In particular, if **you** are habitually resident in Scotland, the mandatory provisions of Scots law continue to apply; and if **you** are habitually resident in Northern Ireland, the mandatory provisions of the law of Northern Ireland continue to apply.

If **you** are a **consumer**, **you** may bring legal proceedings in respect of the **Terms** and this **Appendix** either in the courts of England and Wales or in the courts of the part of the United Kingdom in which **you** are habitually resident, namely:

- the courts of England and Wales (if you are habitually resident in England or Wales);
- the Sheriff Court or the Court of Session (if you are habitually resident in Scotland); or
- the courts of Northern Ireland (if you are habitually resident in Northern Ireland).

If **you** are not a **consumer**, you may bring a claim related to the **Terms** and this **Appendix** in the courts having jurisdiction over the registered office of InPost sp.z o.o., who shall have

exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the **Terms** or this **Appendix**, unless mandatory provisions of law provide otherwise.

Consumer rights under United Kingdom law

Consumers using our **services** to whom this **Appendix** applies are entitled to the rights provided under United Kingdom consumer protection legislation, including in particular:

- the **Consumer Rights Act 2015** (the “**CRA 2015**”), which provides statutory rights in relation to goods, digital content and services, and rules on unfair contract terms;
- the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013** (the “**CCR 2013**”), which provide pre-contract information requirements and rights of cancellation for distance contracts;
- the **Digital Markets, Competition and Consumers Act 2024**, so far as relevant to consumer protection;
- the **UK GDPR** and the **Data Protection Act 2018** (in respect of personal data); and

Below, we provide some additional information regarding these rights:

- The **CRA 2015** (Part 1, Chapter 3) provides that digital content supplied to a **consumer** must be of satisfactory quality, fit for any particular purpose made known to the trader, and as described.
- Where we supply **services** (rather than digital content), the **CRA 2015** (Part 1, Chapter 4) requires that we perform the **services** with reasonable care and skill, within a reasonable time and (where the price is not fixed in advance) for a reasonable price.
- The **services** we provide are not linked to the acquisition by the **consumer** of goods containing digital content or digital services (or linked in such a way that the absence of digital content or services would impede their proper functioning).

- Appendix B9.1 applies to the agreement (or these **Terms**) under which we are obliged to deliver digital content or digital **services** (and other provisions) only when the **Terms** pertain to digital content or digital **services**.

Alternative Dispute Resolution

We do not undertake to participate in alternative dispute resolution (ADR) proceedings unless participation is required by applicable law. **You** may nevertheless submit complaints directly to **us** in accordance with the complaint procedure set out in the **Terms** and this **Appendix**.

You can obtain free, confidential advice about your rights and options for dispute resolution from:

- Citizens Advice (England and Wales): 0808 223 1133;
- Advice Direct Scotland (Scotland): 0808 800 9060; and
- Consumerline (Northern Ireland): 0300 123 6262.

Nothing in this section affects **your** right to pursue a claim through the courts as described in section 3 above.

4. Language versions

This **Appendix** is published in English. The English language version is the only authoritative version. Any translations of this **Appendix** or the **Terms** that may be made available are provided for convenience only, and in case of discrepancy the English language version prevails, unless mandatory law provides otherwise.

5. Complaints

For any complaints or queries regarding the **Terms** or this **Appendix** please contact our Customer Services Team:

by email: help@inpost.co.uk

by Telephone: 0330 335 0950

via the chat function made available within our **services**

via the contact form published on the InPost UK website [InPost | Contact us](#);

6. Right to Cancel (Withdrawal)

This section sets out **your** right to cancel under the CCR 2013. The references in the **Terms** to **consumers** in the European Economic Area (EEA) being entitled to withdraw within 14 days are reflected, for **consumers** habitually resident in the United Kingdom, by the right to cancel set out in this section.

If **you** are a **consumer**, **you** have the right to cancel **your** agreement with **us** under the **Terms** (including this **Appendix**) within **14 days** without giving any reason. The cancellation period expires 14 days after the day on which the agreement is concluded — that is, 14 days after the date on which **you** first accepted the **Terms** (which generally coincides with the creation of **your User Account**).

To exercise the right to cancel, **you** must inform **us** of your decision to cancel by a clear and unequivocal statement (for example, by letter sent by post or by email). **You** may use any of the following channels:

- **by post:** INPOST UK LIMITED, Moray House, 23-35 Great Titchfield Street, London, England, W1W 7PA;
- **by email:** to the customer service email address published on the InPost UK website help@inpost.co.uk;
- **by telephone:** 0330 335 0950
- **via the contact form** published on the InPost UK website [InPost | Contact us](#);

- **via the chat function** made available within our **services**; or
- **by using the model cancellation form** set out in Appendix B9.2 to this **Appendix** (use of the model form is not mandatory for the cancellation to be effective).

To meet the cancellation deadline, it is sufficient for **you** to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

Cancellation of the **Terms** equates to a request to delete **your User Account** (subject to applicable data retention rules) and will prevent further use of the **services**. **You** may also at any time request the closure of **your User Account**, and such a request will be treated as a clear statement of cancellation for the purposes of this section.

Statutory exceptions

The right to cancel may not apply, or may be lost, in the circumstances set out in regulation 28 of the CCR 2013. In particular, the right to cancel does not apply to the supply of digital content not on a tangible medium where performance has begun with **your** prior express consent and **your** acknowledgement that **you** thereby lose **your** right to cancel; nor does it apply to a service contract that has been fully performed during the cancellation period where performance began with **your** express prior request and acknowledgement that **you** would lose the right to cancel once the contract had been fully performed by **us**. Where **you** have requested **us** to begin performing a service during the cancellation period, **you** may be required to pay a reasonable amount in respect of the part of the service performed up to the point of cancellation.

7. Personal data

Your personal data is processed in accordance with applicable United Kingdom data protection legislation, including the **UK GDPR** (Regulation (EU) 2016/679 as it forms part of the law of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018) and the **Data Protection Act 2018**.

Our **Privacy Policy** explains how and why we process **your personal data** and how **you** can exercise **your** rights. We encourage **you** to read it carefully.

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Sub-appendices to this Appendix B9:

- **Appendix B9.1** – Consumer rights regarding digital content or digital services
- **Appendix B9.2** – Model cancellation form

Appendix B9.1 – Consumer rights regarding digital content or digital services

This sub-appendix sets out, for **your** information, key consumer rights provisions under United Kingdom consumer protection legislation that may apply where we supply digital content or digital **services** to **you**. Statutory text is reproduced in summary form for convenience; the authoritative text of the relevant statutes is published at legislation.gov.uk.

Full text on Consumer Rights (Consumer Rights Act 2015, section 34 – Digital content to be of satisfactory quality):

“Every contract to supply digital content is to be treated as including a term that the quality of the digital content is satisfactory. The quality of digital content is satisfactory if it meets the standard that a reasonable person would consider satisfactory, taking account of any description of the digital content, the price (if relevant), and all the other relevant circumstances.”

Summary of key information:

The digital content we supply must be of satisfactory quality, taking account of any description of it, the price (where relevant) and all other relevant circumstances.

Full text on Consumer Rights (Consumer Rights Act 2015, section 35 – Digital content to be fit for particular purpose):

“Where the consumer makes known to the trader, expressly or by implication, any particular purpose for which the consumer is contracting for the digital content, the contract is to be treated as including a term that the digital content is reasonably fit for that purpose.”

Summary of key information:

Where **you** tell us, before the contract is made, that **you** want digital content for a particular purpose, the digital content must be reasonably fit for that purpose.

Full text on Consumer Rights (Consumer Rights Act 2015, section 36 – Digital content to be as described):

“Every contract to supply digital content is to be treated as including a term that the digital content will match any description of it given by the trader to the consumer.”

Summary of key information:

The digital content we supply must match any description of it that we have given.

Full text on Consumer Rights (Consumer Rights Act 2015, sections 42 to 45 – Remedies for digital content not conforming):

“If the digital content does not conform to the contract, the consumer’s rights are: the right to require repair or replacement; the right to a price reduction; and the right to a refund.”

Summary of key information:

If the digital content we supply does not conform with the contract, **you** have the right to ask us to repair or replace it (where possible). If repair or replacement is not possible, or if we have not done so within a reasonable time and without significant inconvenience to **you**, **you** may be entitled to a price reduction or, in certain circumstances, to a refund.

Full text on Consumer Rights (Consumer Rights Act 2015, section 49 – Service to be performed with reasonable care and skill):

“Every contract to supply a service is to be treated as including a term that the trader must perform the service with reasonable care and skill.”

Summary of key information:

The **services** we supply must be performed with reasonable care and skill.

Full text on Consumer Rights (Consumer Rights Act 2015, section 51 – Reasonable price to be paid for a service):

“Where the contract does not expressly fix a price or other consideration for the service, the contract is to be treated as including a term that the consumer must pay a reasonable price for the service, and no more.”

Summary of key information:

Where the price for a **service** is not fixed by the contract, **you** must pay a reasonable price (and no more).

Full text on Consumer Rights (Consumer Rights Act 2015, section 52 – Service to be performed within a reasonable time):

“Where the contract does not expressly fix the time for the service to be performed, the contract is to be treated as including a term that the trader must perform the service within a reasonable time.”

Summary of key information:

Where the time for performance of a **service** is not fixed by the contract, we must perform the **service** within a reasonable time.

Full text on Consumer Rights (Consumer Rights Act 2015, sections 54 to 56 – Remedies for services not conforming):

“If the service does not conform to the contract, the consumer’s rights are: the right to require repeat performance; and the right to a price reduction.”

Summary of key information:

If a **service** we have provided does not conform to the contract, **you** have the right to ask us to perform it again. If repeat performance is not possible, or if we have not done so within a

reasonable time and without significant inconvenience to **you**, **you** may be entitled to a price reduction.

Full text on Consumer Rights (Consumer Rights Act 2015, section 62 – Unfair contract terms):

“An unfair term of a consumer contract is not binding on the consumer. A term is unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties’ rights and obligations under the contract to the detriment of the consumer.”

Summary of key information:

A term in our **Terms** that is unfair within the meaning of section 62 of the CRA 2015 is not binding on **you**. Nothing in our **Terms** is intended to exclude or limit **your** rights under Part 2 of the CRA 2015.

Full text on Consumer Rights (Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, regulation 29 – Effect of cancellation):

“If a consumer cancels a contract in accordance with regulation 28, the contract comes to an end and any related contract also comes to an end automatically.”

Summary of key information:

If **you** cancel under the CCR 2013, the agreement is treated as ended, together with any related contract.

Appendix B9.2 – Model Cancellation Form

— under Schedule 3, Part B of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 —

(Complete and return this form only if you wish to cancel the contract.)

To: INPOST UK LIMITED, Moray House, 23-35 Great Titchfield Street, London, England, W1W 7PA.

Email: Help@inpost.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*]:

.....

Ordered on [*] / received on [*]:

.....

Name of consumer(s):

.....

Address of consumer(s):

.....

Signature of consumer(s) (only if this form is notified on paper):

.....

Date:

.....

[] Delete as appropriate.*

PART III – OTHER GLOBAL APPENDICES

Appendix C – List of Contracting Entities

1. For **InPost Account** and **Appendix B1** to these **Terms** the contracting entity is:

InPost sp. z o.o., a company registered and operating under Polish law, with its registered office in Krakow, at ul. Pana Tadeusza 4, 30-727 Krakow, Poland, entered in the Register of Entrepreneurs of the National Court Register under KRS number: 0000543759, NIP number: 6793108059. You can contact us at www.inpost.pl/kontakt, or by calling 746 600 000 or 722 444 000, by starting a chat provided by us within our services or sending a letter to: InPost sp. z o.o., ul. Pana Tadeusza 4, 30-727 Kraków.

2. For Appendix B2 to these **Terms** the contracting entity is:

Locker Inpost Italia S.r.l. with single stockholder (in these **Terms** after also **InPost Italy, Operator** or **Contracting Entity**) – a company registered and operating under Italian law, with registered office at Viale Cassala no. 30 – 20143 – Milan, Italy, registered with the Chamber of Commerce of Milan Monza Brianza Lodi, REA Number MI–2037066, VAT code and fiscal code and Enterprises' Register registration no. 08568700960, capital stock € 110,000.00 entirely paid up, subject to the direction and coordination activity of InPost S.A.

3. For Appendix B3 to these **Terms** the contracting entity is:

A French simplified joint-stock company with a sole shareholder (SASU), with a share capital of € 500,400, whose registered office is at 1 avenue de l'Horizon, 59650 Villeneuve d'Ascq - France, registered in the Hauts-de-France region's freight forwarders' register and in the Lille Métropole Trade and Companies Register under number 385 218 631.

4. For Appendix B4 to these **Terms** the contracting entity is:

A simplified joint-stock company with a single shareholder (SASU) under French law, with a capital of 500,400 euros, whose registered office is located at 1 avenue de l'Horizon, 59650 Villeneuve d'Ascq, registered in the Register of Transport Forwarders of the Hauts de France region and in the Trade and Companies Register of Lille Métropole under number 385 218 631, whose Belgian branch is registered with the Crossroads Bank for Enterprises under number 0897 708 175, established at 15 rue François Englert, 1480 Tubize.

5. For Appendix B5 to these **Terms** the contracting entity is:

A simplified joint-stock company with a single shareholder (SASU) under French law, with a capital of 500,400 euros, whose registered office is located at 1 avenue de l'Horizon, 59650 Villeneuve d'Ascq, registered in the Register of Transport Forwarders of the Hauts de France region and in the Trade and Companies Register of Lille Métropole under number 385 218 631, whose Luxembourg branch is registered in the Luxembourg Trade and Companies Register under number B 296 259 and is established at 106 route d'Esch, L-1470 Luxembourg.

6. For Appendix B6 to these **Terms** the contracting entity is:

A French simplified joint-stock company with a sole shareholder (SASU), with a share capital of € 500,400, whose registered office is at 1 avenue de l'Horizon, 59650 Villeneuve d'Ascq - France, registered in the Hauts-de-France region's freight forwarders' register and in the Lille Métropole Trade and Companies Register under number 385 218 631, whose branch in the Netherlands is registered under Branch number: 76326187 and is established at Vianen, 4131 PB Laanakkerweg 14.

7. For Appendix B7 to these **Terms** the contracting entity is:

MONDIAL RELAY S.A.S.U. SUCURSAL EN ESPAÑA – a company registered and operating under Spanish law, with its registered office in Camí de les Oliveres 1, Vilanova i la Geltrú, 08800 Barcelona, Spain. The company is registered in the Barcelona Mercantile Registry: Volume 40044, Folio 34, Page B-357783, 1st entry. VAT number W0015130H;

8. For Appendix B8 to these **Terms** the contracting entity is:

MONDIAL RELAY SUCURSAL EM PORTUGAL – a company registered and operating under Portuguese law, with its registered office Rua Coronel Edgar Pereira Costa Cardoso, 3 E, 2615-360 Alverca do Ribatejo and its VAT number is 980682835.

9. For Appendix B9 to these **Terms** the contracting entity is:

INPOST UK LIMITED, a company registered in England and Wales (registered number 08090698) whose registered office is at Moray House, 23-35 Great Titchfield Street, London, England, W1W 7PA.