

Terms and Conditions of the Esbook.eu Platform

Preamble

The European Suppliers & Buyers Platform (ESB Online for short) available at <http://esbook.eu> is a modern tool that connects suppliers and exporters of promotional products with distributors and importers operating on the European market. The platform is designed to provide support for export activities and to reach distributors and advertising agencies in Europe. Additionally, the ESB catalog is published every September (once a year) in print and an electronic version, based on the printed catalog, and it is available all year round.

These Terms and Conditions define the principles of use and functioning of the ESB Online platform located at <http://www.esbook.eu> and other services provided by the Administrator. The provisions of the Terms and Conditions — including any appendices constituting integral parts thereof, together with the provisions of the law in force in the territory of the Republic of Poland — exclusively and exhaustively define the rights and obligations of persons using the ESB Online platform, as well as the rights, obligations and scope of responsibility of the administrator of the ESB Online platform.

1. Definitions

All capitalized words whose meaning is defined below shall be interpreted as follows. The expressions used in the Terms and Conditions listed below shall have the following meanings:

Terms and Conditions — these terms and conditions and any appendices which refer thereto.

Platform — the ESB Online website, located at <http://esbook.eu>, which is an online platform consisting of a number of elements specific to online services as well as a complex of services provided electronically to Users and other entities interested in all or particular services offered by the ESB Online platform.

Administrator — the entity managing and operating the Platform, i.e. GJC International Sp. z o. o. with its registered office in Poznań (postal code 61-640), at ul. Podbiałowa 11, holding a Tax Identification Number (NIP) 972-126-65-37, info@esbook.eu.

Supplier — an entity exporting Products within the ESB Online platform, whose business card is presented in the search engine in particular.

Agent — an entity importing Products and Services, in particular seeking suppliers within the ESB Online platform.

User — a natural person of legal age, having full legal capacity, a legal person or an organizational entity without legal personality, using the services of the Platform, for purposes related to their business or professional activity; Supplier or Agent.

Login — User's e-mail address provided during registration on the Platform.

Password — a random sequence of characters determined by the User to be used to log in to the Platform;

Plus Supplier — an account available to the User after logging in using the Login and Password, a place on the Platform with an individual e-mail address, through which the User has the right to use additional free and paid Services offered on the Platform.

Service — an activity aimed at satisfying the User's needs and providing specific benefits in line with the User's needs.

Offer — a set of Services provided by the Platform.

Help — services provided by the Administrator to the User, aimed at solving potential problems encountered while using the Platform as well as answering the Users' most frequently asked questions.

Search Engine — a tool for searching Products, Categories and Companies.

News — a service within the Platform used for promotional purposes.

Newsletter — automated monthly industry news mailing service.

Telemarketing — a form of telephone contact aimed at presenting products and providing information on the Company's activities.

Product — an item offered on the market and/or tangible or intangible goods available via the Search Engine.

Category — assigning goods to specific Product types.

Company — an entity which is an exporter of Products within the ESB Online platform or an importer seeking Products within the ESB Online platform.

Catalog — a list of Companies exporting Products published in printed form once a year in September or in electronic form, published on the basis of the printed Catalog and available all year round.

Mailing — the possibility of receiving Newsletter subscription for Companies importing Products and the possibility of offering Products via Newsletter for Companies exporting Products.

Inquiry tool — a function of the Platform used to establish contact with a particular exporter of Products.

2. Basic information

2.1. The Platform is owned by its Administrator.

2.2. The primary Service provided on the Platform is the provision of an online system enabling the User to search Suppliers of specific products or Providers of advertising services.

2.3. Additional Services, other than those described in sec. 2.2, are provided or may be provided in the future via the Platform to Users against payment or free of charge, related to the purpose of the Platform.

2.4. The Platform provides services for a fee (with the exception of some of the Services, which may be available free of charge), and use of the Platform is voluntary.

2.5. The Terms and Conditions constitute an integral part of the Agreement, which is concluded each time the User uses the particular services offered on the Platform.

2.6. The platform is available in English.

2.7. Any and all feedback, information and inquiries concerning the Platform may be directed to the Administrator via e-mail to info@esbook.eu or delivered directly to the Administrator's registered office address.

2.8. The Administrator shall inform the Users that, because of the public nature of the Internet through which the services available on the Website are provided by electronic means, the use of these Services may involve the risk of interference by third parties in the transmission of data sent via the Website between the Administrator and the User. The Administrator hereby would like to particularly stress and to bring to the User's attention the risk associated with the use of the User Account by unauthorized persons in the event that the User fails to exercise due diligence while

maintaining the confidentiality of the password used to access the Account or makes this information available to third parties or remains logged in to the Account having no intention to use it at a given moment.

2.9. Users shall place on the Platform only such works, texts, graphics or other materials, e.g. advertising materials, to which they have a legal title, in particular, to which they have copyrights as well as works the use of which does not infringe the rights of third parties.

2.10. The Users shall be solely responsible and liable for the works, information and news they publish on the Platform, whereas the Administrator shall not bear any liability in this respect, in particular for the infringement by the Users of any third-party rights or other consequences of such publications.

2.11. Users shall be responsible for ensuring that the works, information, news or other content they post on the Platform are accurate, authentic and truthful.

2.12. By placing works, texts, graphics or other materials, e.g. advertising materials, on the Platform, Users consent to the use of these works, texts, graphics or any other materials to promote and advertise the Platform. The User also consents to the free use of these works, texts, graphics or other materials, such as advertising by the <http://esbook.eu> Platform for the purposes of advertising or promoting the Platform. The User shall have the right to demand that the use of such materials be discontinued sending an appropriate notification to the Administrator via e-mail to info@esbook.eu. Upon receipt of such notification, the Administrator shall immediately cease further use of materials containing information obtained from the User.

3. Technical terms and conditions of use of the Platform.

3.1 Technical terms and conditions of use of the Platform are important for the proper functioning of the Platform, the ability to view it correctly in the User's browser, as well as the security of the User's data stored in the Account. Each User shall comply with the following conditions and guidelines. Any actions taken by the User in a manner non-compliant with the conditions and guidelines (intentional or unintentional), are made at the User's sole risk.

3.2. In order to be able to use the Services available on the Platform to fullest extent the User is required to have:

- a) devices enabling the use of Internet resources;
- b) authorized access to an active e-mail account;
- c) a web browser enabling access to WWW pages

4. Services offered, fees and rules of payment.

4.1. The Platform provides the User with free and paid Services, primarily aimed at facilitating the establishment of contact between Users — Suppliers and Agents.

4.2. The scope of access to the Platform or the scope and manner of provision of individual Services available on the Platform, both existing and created in the future, may be subject to change (by extension or limitation) at any time by the Administrator, including the possibility of adding or removing individual Services.

4.3. All paid Services available on the Platform are clearly marked and are provided by the Administrator only on the basis of an order placed by the User. An individual order specifies all

essential elements of the Service each time.

4.4. A change in the amount of fees for the provision of a given paid Service, occurring after the date of placing an order or after the date of commencement of the provision of this Service, shall not entitle either party to demand surcharges or reimbursement of the difference between the previously and currently applicable fees.

4.5. The Administrator declares that payment for paid Services provided by the Administrator via the Platform shall be made only in PLN or EUR to the Administrator's bank account within the period indicated in the invoice issued by the Administrator.

4.6. The prices of the individual paid Services available on the Platform are net prices, which means that the Value Added Tax (VAT) at the applicable rate must be added to each amount.

4.7. In case of failure to pay the remuneration for the ordered paid Service within the specified deadline, the Administrator reserves the right to refuse to commence the provision of the Service or, in case the provision of the Service has already begun, to immediately suspend further provision of the Service.

5. Using the Platform

5.1. In order to obtain the status of a User, it is necessary to meet the subjective conditions specified in the Terms and Conditions (i.e., in the case of natural persons, being of legal age and full legal capacity; a legal person or an organizational entity without legal personality), use the Platform only for purposes related to business or professional activity and accept the provisions of the Terms and Conditions. Using selected Services provided via the Platform requires logging in to the Account each time.

5.2. Each User may have only one Account on the Platform, to which a Profile of that User is assigned, unless the Administrator expressly authorizes that User to activate more Accounts simultaneously.

5.3. Assignment or making the Account available to other persons than the User, without the prior express consent of the Administrator for such action is prohibited.

By activating the Account on the Platform, the User assures and declares that:

- a) they meet all the conditions stipulated in the User Terms and Conditions, referred to in sec. 5.1 above;
- b) the data provided by the User during the Account registration process are true, complete and reliable;
- c) they have read and accepted without exception the content of the Terms and Conditions;
- d) all data and information making up the Profile are provided on a voluntary basis and the User has the right to transfer the data;
- e) they have consented to the processing by the Administrator of personal data provided to the Administrator in connection with the User's use of the Platform on the principles described in detail in the Privacy Policy available at www.esbook.eu/gdpr;
- g) they shall not in any way violate the Terms and Conditions, etiquette and good manners, as well as applicable laws, including in particular, but not limited to, intellectual property rights.

5.4. The contact details provided when using the services available on the Platform may be used to conduct relevant communication by the Administrator, affiliates or trusted business partners. The Administrator reserves the right to directly conduct appropriate communication related to the

services provided.

5.5 Contacts for marketing purposes (Telemarketing, Newsletter, Mailing) are made on the basis of the User's voluntary consent. The User has the right to withdraw the consent at any time by changing appropriate Platform settings or by notifying the Administrator of such request.

5.6 Free services for Suppliers/Agents:

- 1) placing the company's data together with keywords (limited number) in the search engine
- 2) using the inquiry tool

5.7 Paid services for Suppliers/Agents:

1) creating a Plus Supplier Account, access to the account after logging in. Having an account allows for:

- editing the company's details visible in the search engine, including adding the company's logo;
- adding products and categories in an unlimited number;
- adding news;
- buying Top Supplier positioning in search results in a given category or product.

2) buying a news item or banner in the Newsletter

3) ordering an advertisement in the printed version of the ESB catalog or online

4) buying a product insert in the printed version of the ESB catalog

5) buying a mailing service to the database

6) buying a telemarketing service

5.8 Free services for Distributors/Importers:

1) using the search engine and sending inquiries to suppliers

2) sending inquiries to posted newsses

6. Complaints

6.1 Issues with proper functioning of the Platform and any Services provided via it may be reported by Users to the Administrator via e-mail to info@esbook.eu or by sending a letter to the postal address of the Administrator's registered office. Any reported complaint should contain at least: the name and surname or User name, the User's e-mail address assigned to the Account, contact telephone number and circumstances justifying the complaint and the specific request of the User related to the complaint.

6.2. Complaints shall be considered by the Administrator on an ongoing basis within 14 (fourteen) days from the date of the complaint. If it is not possible to process a given complaint within this period or if the data contained in the complaint are sufficient to process it, the User shall be informed about the extension of the deadline and the missing information by e-mail.

6.3. The User shall be informed by the Administrator about the manner the complaint shall be handled via e-mail message sent to address indicated by the User.

6.4. The Administrator shall not be liable for improper performance or non-performance of agreements concluded or Services provided by Users via the Platform.

7. Reservations, assurances and liability.

7.1 The Administrator reserves the right to intervene in the technical structure of the User's Account in order to diagnose irregularities in the functioning of the Services available on the Platform, make changes and in any other way affect the technical structure of the Account, in order to modify it or restore the correct functioning of the Account or the Platform itself.

7.2. The Administrator reserves the right to remove or refuse to publish the content the User wishes to publish on the Platform, in particular concerning the User's offer, the content of published news items or announcements, if they violate the provisions of the Terms of Use or the law in any way, in particular if they feature content:

- 1) generally considered as offensive,
- 2) bearing signs of acts of unfair competition,
- 3) violating good manners, copyright or other intellectual property rights,
- 4) detrimental to the good name or reputation of the Administrator or their partners,
- 5) misleading.
- 6) repeated content, SPAM.

The content referred to above and the content submitted by unauthorized entities will not be published or, if it is published, will be removed, without the User having the right to demand any damages on this account.

7.3. The Administrator reserves the right to publish advertising and information content on the Platform (displaying advertisements, information banners) concerning both the Administrator's and third parties' activities.

7.4. The Administrator reserves the right to temporarily disable the Platform, totally or partially, in order to improve it, add services or carry out maintenance, providing the Users with a prompt notification about this fact before disabling the Platform. However, the period of temporary total or partial deactivation may not exceed 7 (seven) business days, which shall not constitute a failure to perform or improper performance of the Agreement, with the reservation, however, that the Administrator shall make every effort to ensure that such situations occur as rarely as possible and last as little time as possible.

7.5 The Administrator does not guarantee that the Users will achieve, even in part, any goals or results related to the use of the Platform, therefore the Administrator's liability towards the Users or third parties for the failure of these persons to full or partial achievement of any goals or results related to the use of the Platform is excluded to the greatest extent permitted by law.

7.6 The Administrator's liability towards Users or third parties for the content transmitted or published on the Platform by Users, including its reliability and authenticity, is excluded to the maximum extent permitted by the applicable laws.

7.7 The Administrator shall not be held liable for:

- a) consequences resulting from third parties coming into possession of the User's password to the Account;
- b) the content of other websites that are linked to the Platform by means of hyperlinks;
- c) damage caused by User's improper use of the Platform;
- d) should any problems concerning the functioning of the Platform occur as a result of events that the Administrator, with due diligence, could not have foreseen or prevented, in particular in the case of problems in the functioning of the Platform related to the quality of services provided directly by third parties;
- e) use of the Platform by the Users in a manner non-compliant with the provisions of the Terms and Conditions;
- f) loss of data caused by device or system failure, improper functioning of the Internet or other circumstances beyond the Administrator's control,

g) errors or mistakes in User-Published Content.

7.8. The Administrator reserves the right to assign any rights to the Platform to companies affiliated by capital.

8. Disputes and severability clause

8.1 Unless specific provisions of law provide otherwise, all disputes related to the services provided by the Administration under the Agreement shall be settled by the Commercial Court in Poznań.

8.2. The law applicable to all relations resulting from the Agreement shall be the Polish law, and each service provided via the Platform under the Agreement shall be treated as provided on the territory of the Republic of Poland.

8.3. If one of the provisions of the Terms and Conditions is found to be invalid or unenforceable, the remaining provisions of the Terms and Conditions shall remain in force.

9. Changes to the Terms and Conditions, their validity and availability.

9.1 The Administrator reserves the right to change the Terms and Conditions of the <http://esbook.eu> Platform for important reasons related to the change of:

- a) the terms and conditions for the provision of services on the Platform,
- b) the terms of use of the Platform,
- c) the functionality of the Platform,
- d) the applicable provisions of the law.

9.2. Amendments to the Terms and Conditions shall become effective upon their publication on the Platform.

9.3. The current version of the Terms and Conditions is always available for download at www.esbook.eu.