

## Sparados Platform Regulations

### 1. Definitions

1.1 Terms capitalized in these regulations are defined as follows:

<b>Web Application:</b>	The web application available through the website;
<b>Mobile Application:</b>	A mobile application named "Sparados" that operates on Android and iOS devices, provided and maintained by Sparados, used for obtaining information and managing the Card as permitted;
<b>Card:</b>	A payment card made available to the User upon the Client's request within the Platform;
<b>Client:</b>	A natural person conducting business, a legal entity conducting business, or an organizational unit without legal personality conducting business, who has entered into a cooperation agreement with Sparados;
<b>Login:</b>	Each instance of User authentication on the Platform to access the User Profile;
<b>Platform:</b>	Either the Web Application or Mobile Application;
<b>PSP:</b>	Unblock (Atomo Sàrl), a company incorporated under the laws of Switzerland (CHE-361.434.754), with registered offices in Geneva, Switzerland, being a regulated financial entity providing payment services, or another entity providing payment services or other regulated financial services with its registered seat in the European Economic Area or Switzerland, with which Sparados has concluded an agreement enabling these services on the Platform;
<b>User Profile:</b>	A collection of IT resources and permissions available on the Platform, assigned to a specific User, to which the User has access upon registration on the Platform and after each Login;
<b>Regulations:</b>	These platform regulations regarding the provision of services electronically by Sparados, under the Act of 18 July 2002 on Providing Services by Electronic Means;
<b>Registration:</b>	A one-time authentication process conducted using a registration form, to create a User Profile and gain access to the Platform;
<b>Sparados:</b>	Sparados S.A., with its registered office in Lublin, at 17A Rusałka St., 20-103 Lublin, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court Lublin-Wschód in Lublin, VI Commercial Division of the National Court Register under KRS number: 0000985680, with VAT number: 9462719635;

<b>User:</b>	An individual with a User Profile on the Platform, who is fully capable of legal acts, has accepted the Regulations, thereby entering into a service agreement with Sparados for using the Platform, and to whom a Card has been provided upon the Client's instruction;
<b>Force Majeure Event:</b>	An event beyond the control of a Party, which the Party could not foresee or prevent, and which does not result from any action or omission by the Party. Such events include, for example: war, general strike, fire, flood, explosion, any actions by state or local government authorities preventing or hindering the performance of the Agreement, Internet outages, or failures of external independent power, IT, and telecommunications systems, including power grids, etc.; the COVID-19 pandemic does not constitute a Force Majeure Event.

## **2. Subject of the Regulations**

- 2.1. The subject of these Regulations is to define the terms of use of the Platform by the User.
- 2.2. By using the Platform, the User confirms that they have read the provisions of the Regulations and will use the Platform in accordance with them.
- 2.3. The use of the Platform is free of charge.
- 2.4. The User is responsible for Internet access costs as per the terms specified by their Internet service provider.

## **3. Personal Data**

- 3.1. Sparados and the PSP, each as a separate controller within the scope of their respective duties, are the controllers of the User's personal data to the extent necessary for providing and managing the Card.
- 3.2. Sparados will process the User's personal data in accordance with the European Parliament and Council Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data (General Data Protection Regulation, GDPR). It has implemented technical and organizational measures to ensure the protection of personal data against threats and to safeguard the types of data being processed, in compliance with applicable law, taking into account the nature, scope, context, and purposes of processing, as well as risks to individuals' rights and freedoms. This includes:
  - 3.2.1. Pseudonymization and encryption of personal data;
  - 3.2.2. The ability to ensure ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
  - 3.2.3. The ability to quickly restore access to personal data in case of a physical or technical incident;

- 3.2.4. Testing, measuring, and regularly evaluating the effectiveness of technical and organizational measures to ensure secure processing.
- 3.3. Detailed personal data processing rules, including the use of cookies by the Platform, are outlined in the Sparados Privacy Policy available on the Platform.

#### **4. Platform Operation**

- 4.1. Sparados provides the Platform, enabling Users to receive and manage Cards and communicate with Sparados.
- 4.2. All rights to the Platform, including intellectual property rights, trademarks, industrial designs, and other exclusive rights, licenses, know-how, domain registration rights, and other associated rights belong to Sparados.
- 4.3. To use the Platform, Registration and acceptance of the Regulations, along with consent to process personal data for Platform-related purposes, are required.
- 4.4. The User is responsible for providing true, accurate, and current information during Registration and for promptly updating such information after any changes.
- 4.5. The Platform requires an Internet-connected device running the latest version of Chrome, Firefox, Opera, or Safari browsers, or a mobile device with the latest version of Android or iOS, and the User must log into their Profile using the correct login and password.
- 4.6. Sparados reserves the right to unlimited development and updates of the services provided under these Regulations on the Platform, including the introduction of new features, improvements, or the withdrawal of existing ones.
- 4.7. The Platform is available to the User 24/7, except for technical maintenance breaks. Sparados is not responsible for Platform unavailability or service interruptions due to a Force Majeure Event.
- 4.8. The Platform can be used by individuals authorized by the Client.
- 4.9. During Registration, the User is required to provide true, accurate, and current data, which do not mislead or infringe on the rights of third parties. The User is solely responsible for the data they provide, including potential violations of third-party rights.

#### **5. Rules for Safe Use of the Platform**

- 5.1. The Platform complies with the requirements for the secure processing of card data, particularly those resulting from the Payment Card Industry Data Security Standard.
- 5.2. Sparados undertakes to ensure the security of its IT system, including using appropriate software applications to provide secure services on the Platform.
- 5.3. The User's access to their Profile on the Platform is possible after logging into the Platform using a strong authentication method.
- 5.4. Sparados is entitled to contact the User through the contact details provided in the event Sparados detects or suspects fraud or security threats to the Platform.

- 5.5. The User agrees to use the Platform for the purposes specified in the Regulations and in accordance with the law.
- 5.6. The User undertakes to store and not disclose to unauthorized persons the passwords and SMS codes used to access the Platform.
- 5.7. The User agrees to immediately report to Sparados any unauthorized access to the Platform or suspected access, as well as any disclosure or loss of login data, in order to block access to the User's Profile on the Platform without delay. Reports should be made by sending an email to Sparados.
- 5.8. The User agrees to use the Platform on devices with updated legal software and actively functioning antivirus programs.
- 5.9. The Client agrees not to use the Platform while connected to unknown, public, or unsecured internet networks.
- 5.10. Sparados is not liable for any damages to the User or third parties that are not caused by Sparados and result from the use of the Platform, nor for damages incurred by the User or third parties due to their violation of the Regulations.
- 5.11. The User agrees to use the Platform in compliance with applicable laws, the Regulations, and good practices. In particular, it is forbidden for the User to provide illegal content via the Platform, share the User Profile with other individuals or entities, use the Platform through other Users' Profiles, or distribute unsolicited commercial information via the Platform.

## **6. Complaints**

- 6.1. Sparados processes complaints submitted by the User concerning services provided by Sparados under the Regulations. Complaints regarding payment services provided by the PSP are handled by the PSP in accordance with its own complaint procedures.
- 6.2. The User may submit a complaint:
  - 6.2.1. In writing – by mail to the address of Sparados' headquarters at Rusałka 17A, 20-103 Lublin;
  - 6.2.2. Electronically – via email to [office@sparados.com](mailto:office@sparados.com) or through the electronic form available on the Platform.
- 6.3. The complaint should include at least:
  - 6.3.1. Information to identify the User;
  - 6.3.2. A description of the subject of the complaint;
  - 6.3.3. The User's request.
- 6.4. If the information provided in the complaint requires clarification to process the complaint, Sparados will request the User to supplement the complaint within a specified scope and time. In such cases, the User must cooperate with Sparados, including providing the missing data or information to clarify the circumstances of the reported issue.

- 6.5. Sparados will respond to the complaint via email to the address from which the complaint was sent, or another email address if specified in the complaint, or in writing to the address provided by the User in the complaint.
- 6.6. A response to the complaint, including how it was resolved, will be provided to the User within 30 calendar days from the receipt of the complete complaint. It is sufficient to send the response via email before the deadline or, in the case of a written response, to send it via post within the specified period.

## **7. Duration of the Agreement**

- 7.1. The User enters into an agreement with Sparados for the use of the Platform (Service Agreement) via remote communication when the User registers on the Platform. The User may use all functionalities of the Platform immediately after registration.
- 7.2. The agreement is concluded for an indefinite period.
- 7.3. The User is entitled to terminate the Service Agreement at any time and without stating a reason by sending a request to delete the User Profile to Sparados in writing to the company's headquarters or via email.
- 7.4. The termination of the Service Agreement occurs seven (7) days after Sparados receives the User's termination statement as mentioned above.
- 7.5. Sparados is entitled to terminate the Service Agreement with a seven-day notice period for the following reasons:
  - 7.5.1. If the User violates the provisions of the Regulations and Sparados requests the User to cease the violation within seven days under the threat of termination of the Service Agreement, and the User either violates the provision again or fails to cease the violation within the specified period;
  - 7.5.2. If the User undertakes actions or activities that are against the law and affect the performance of the Service Agreement;
  - 7.5.3. If the User provides false or inaccurate data and fails to update this information;
  - 7.5.4. In the case of Sparados' planned termination of operations in providing the service.
- 7.6. The effect of terminating the Service Agreement is the deletion of the User Profile.

## **8. Withdrawal from the Agreement**

- 8.1. The User is entitled to withdraw from the agreement concluded remotely within fourteen (14) days from the date of conclusion of the Service Agreement, without providing any reason. In the event of withdrawal, the Service Agreement is considered not concluded.
- 8.2. The User may withdraw from the Service Agreement by submitting a withdrawal statement to Sparados. The statement may be submitted on a form, the template of which is attached to the Regulations. The deadline mentioned in point 8.1 is met if the withdrawal statement is sent before its expiration.
- 8.3. The withdrawal statement should be submitted in writing to the headquarters of Sparados or sent via email to [office@sparados.com](mailto:office@sparados.com).

- 8.4. In the case of sending the withdrawal statement electronically, Sparados will promptly send confirmation of receipt of the withdrawal statement to the email address provided by the User.

### **9. Changes to the Terms and Conditions**

- 9.1. Sparados reserves the right to amend the Terms and Conditions for important reasons, which are considered to be:
- 9.1.1. The introduction, amendment, or repeal of generally applicable laws, necessitating changes to the Terms and Conditions, exclusively to the extent and manner reflecting the change in those laws, while maintaining the principle of proportionality;
  - 9.1.2. Issuance of a final court ruling or administrative decision against Sparados. Sparados will make changes only to the extent required by the content of such rulings or decisions, provided they directly affect the contractual relationship and the amendment of the Terms and Conditions is necessary to execute the content of such rulings or decisions;
  - 9.1.3. Issuance, amendment, or repeal by competent national or European authorities of decisions, provisions, recommendations, guidelines, positions, or other legal acts directed at Sparados or PSP, from which arises an obligation or entitlement for Sparados or PSP to amend the contractual relationship; or issuance of a decision by the President of UOKiK recognizing a contract provision as unlawful and prohibiting its use, directed at another entity, if the provision recognized as unlawful corresponds to the content of the Terms and Conditions. Changes will be made proportionally, exclusively to the extent resulting from such decisions, provisions, recommendations, guidelines, positions, or other legal acts;
  - 9.1.4. Changes to the functionalities of the Platform, necessitating changes to the Terms and Conditions, exclusively to the extent and manner reflecting the change in those functionalities, while maintaining the principle of proportionality;
  - 9.1.5. The necessity of updating Sparados' contact, address, or registration details; introducing a new or changing the current marketing name of services; correcting typographical, spelling, or punctuation errors; introducing organizational editorial changes, changing the style, font, or graphics; merging or splitting regulations – provided it does not violate the User's interest or result in an unfavorable change in their obligations or rights;
  - 9.1.6. Introducing a new service, functionality, or product exclusively by supplementing the Terms and Conditions with provisions related to new services, functionalities, or products, or by adjusting existing provisions to reflect the new services, functionalities, or products. The decision to use a new service, functionality, or product rests with the User;
  - 9.1.7. Withdrawal of a service or functionality by deleting provisions in the Terms and Conditions related to the withdrawn services or functionalities, or by adjusting existing provisions to reflect the withdrawal of services or functionalities, provided it does not violate the User's interest or result in an unfavorable change in their obligations or rights,

except for changes related to obligations and rights concerning the withdrawn service, functionality, or product;

- 9.1.8. The necessity of adapting to changes resulting from technological, technical, or IT developments at Sparados, PSP, or Sparados' IT solution providers, without which we cannot offer and support our products and services, exclusively to the extent necessary to adapt the provisions of the Terms and Conditions to those developments, ensuring the proper execution of the Terms and Conditions without increasing the financial burden on the User.
- 9.2. The User will be informed of proposed changes to the Terms and Conditions via email at least 14 days before the changes come into effect. Until the changes take effect, the User has the right to terminate the Agreement immediately, as outlined in point 7.3. If the User does not terminate the Agreement before the proposed effective date of the changes to the Terms and Conditions, it will be considered as acceptance of the changes.
- 9.3. Sparados is entitled to add a new payment service provider (PSP) to the services available on the Platform. In such a case, Sparados will notify the User in advance. Continued use of the Platform will require acceptance of a new version of these Terms and Conditions that incorporates the terms governing the cooperation with the new PSP.

## **10. Final Provisions**

- 10.1. The Terms and Conditions are governed by Polish law.
- 10.2. If any provisions of the Terms and Conditions are deemed invalid or unenforceable in whole or in part for any reason, the remaining provisions of the Terms and Conditions will remain in effect.
- 10.3. The court with jurisdiction to resolve disputes arising in connection with the execution of the Terms and Conditions is the court with jurisdiction over the headquarters of Sparados.
- 10.4. The User may contact Sparados for support and additional information regarding the services provided by Sparados on business days (excluding Saturdays, Sundays, and other public holidays in Poland, as well as May 2, December 24, and December 31) from 9 a.m. to 5 p.m. via the following contact methods: email to [support@sparados.com](mailto:support@sparados.com).
- 10.5. The language used by Sparados in communications with the User, including in handling complaints, is either Polish or English, depending on the User's choice.
- 10.6. The User can download the Terms and Conditions at any time in .pdf format from the [www.sparados.com](http://www.sparados.com) website.
- 10.7. Sparados reserves the right to amend the content of the Terms and Conditions, about which it will inform Users via emails sent to them or on the Platform.
- 10.8. These Terms and Conditions are drawn up in Polish and translated into English. In case of discrepancies between language versions, the Polish version of the Terms and Conditions will always prevail.

- 10.9. The invalidity or unenforceability of individual provisions of these Terms and Conditions, as provided by law, does not affect the validity or enforceability of the remaining provisions. In place of an invalid provision, a rule that is closest to the purpose of the invalid provision and the entire Terms and Conditions will apply.
- 10.10. The Agreement for the provision of Services under the Terms and Conditions is concluded exclusively with the User – they cannot transfer their rights and obligations under it to a third party.

**Attachment:**

- Sample form for withdrawal from the Service Agreement

## SAMPLE WITHDRAWAL FORM

**(This form should only be completed and returned if you wish to withdraw from the agreement)**

**Recipient:** Sparados S.A. with its registered office in Lublin, at street Rusałka 17A, 20-103 Lublin, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court Lublin-Wschód in Lublin, VI Commercial Division of the National Court Register under KRS number: 0000985680, holding NIP: 9462719635,

**Correspondence address:** street Rusałka 17A, 20-103 Lublin

**Email address:** [office@sparados.com](mailto:office@sparados.com)

I/We(\*) hereby inform you of my/our withdrawal from the Service Agreement for using the Platform.

**1. Date of agreement conclusion**

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**2. Name(s) of the user(s)**

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**3. Address of the user(s)**

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**4. Signature of the user(s) (only if the form is submitted in paper form):**

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**5. Date**

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(\*) Strike out if not applicable.