

Terms and Conditions concerning the submission of Opinions

§ 1 Definitions

1. **Consumer** – a User who is a consumer within the meaning of the Act of 23 April 1964 - the Civil Code, and who has acquired or uses the Product in a manner not directly related to its business or professional activity;
2. **Platform** – a website on which the Company, through its own confirmed and verified account, channel or profile maintained by the Company, enables Users to access other Users' opinions about the Products; the list of Platforms for individual Companies is attached as Appendix 1 to the Terms and Conditions;
3. **Product** - any goods or services, including real estate, digital services, digital content, rights and obligations arising from civil law relations offered by the Company, as well as rights and obligations arising from civil law relations;
4. **Terms and Conditions** – these terms and conditions concerning the Users' submissions of opinions about the Product;
5. **GDPR** - 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 ("the General Data Protection Regulation");
6. **Company** – each of the companies included in the Holding 1 capital group, whose Products are the subject of the Users' opinions; The list of companies is available at: <https://www.holding1.pl/> in the "Privacy Policy" – "List of Holding1 Group Companies" tab;
7. **User** – any natural person posting opinions on the Platform.

§ 2 General information

1. These Terms and Conditions define the rules for Users' submissions of opinions concerning the Company's Products.
2. By posting an opinion about a Product the User accepts these Terms and Conditions.
3. The Terms and Conditions are made available to the User free of charge before the submission of opinions, also in a way enabling them to reproduce and record the content of the Terms and Conditions. In particular, the User may download the Terms and Conditions as a pdf file without any restrictions, save the Terms and Conditions on storage media and print the Terms and Conditions in any number of copies.
4. The Terms and Conditions are available at: <https://www.holding1.pl/> in the "Terms and Conditions concerning the submissions of opinions" tab. In addition, on the Platforms, where opinions are made available, there is information that the Terms and Conditions are available on the website of the given individual Company.
5. The minimum technical requirements that the User must meet in order to post opinions on the Platforms are contained in the regulations of these Platforms.

§ 3 Basic terms and conditions for posting opinions. Opinion verification

1. Opinions shared by the Company on the Platforms may be submitted by Users in the following manner:
 - a) following an invitation of the User by the Company to post an opinion on the Product, with the provision of a link to a specific Platform on which the opinion is to be placed;
 - b) the User's independent submission of opinions on the Platforms;
 - c) publication by the Company of the User's opinion on the Company's social media account/channel/profile (Platforms such as TikTok, Facebook, Instagram or Wykop). Such an opinion does not contain the User's personal data.
2. In the case of an opinion submitted following an invitation by the Company, the invitation is only addressed to Users (including Consumers) who have purchased the Product from the Company. However, an opinion may be posted at any time, and therefore the Company does not verify whether the User posting their opinion – also via the link sent - is in fact the buyer or user of the described Product, and whether they are a Consumer. The Company is not the Data Controller of these Platforms and there is no technical capability to verify these opinions after their submission, or to check whether the User posting the opinion is the

addressee of the message with the link referred to in paragraph 1 a) above or whether it is another User with whom the addressee shared this link.

3. Due to the circumstances described in paragraph 2 above, the Company does not verify any opinions of Users (including Consumers) made available by the Company.
4. It is prohibited for the User to post the following content as part of the opinion:
 - a) content that violate generally applicable law;
 - b) content not related to the reviewed Product purchased from the Company or used by the User;
 - c) content inconsistent with the regulations of the Platforms on which it is placed.
5. The Company does not select the User opinions that are made available, i.e., all opinions posted by Users, both negative and positive, are published, except for the opinions referred to in paragraph 4 above, which may be removed or modified by the Platform administrator at the Company's reasonably justified request in the situations described therein.
6. The Company does not sort or direct the procedure for assessment of the Product or the Company on the basis of opinions, if such a feature is available on the Platform. All functionalities of the Platform, including those described in the previous sentence, are regulated by the Platform administrator in accordance with the Platform's regulations.
7. The Company does not submit or commission the submission of false opinions or recommendations of Users (including Consumers), does not distort or commission the distortion of opinions or recommendations of Users (including Consumers) for the purpose of promoting the Products and the Company.
8. The User is solely responsible for the content of the posted opinion. The Company and other entities belonging to the capital group to which the Company belongs are not liable for damages and claims of customers or third parties caused by the posted opinions, which result from reasons attributable to the User who posted a given opinion.

§ 3 Copyrights

1. If an opinion posted by the User constitutes a work within the meaning of the Act of 4 February 1994 on copyright and related rights, then the User, upon the publication of an opinion on the Platform, grants the Company a temporally-unlimited, non-exclusive, royalty-free and non-transferable license for use, dissemination, publication, copying, modification, and distribution by the Company of any opinions posted by them on the Platforms.
2. Under the granted license, the Company obtains the right to:
 - a) disseminating an opinion by making it publicly available in such a way that everyone can have access to it at a place and at a time of their choice (Internet), public displaying and republication,
 - b) recording and reproduction of opinions – production of copies of opinions by any technique, including printing, reprography, magnetic recording and digital techniques.
3. As part of the granted license, the User (author) agrees for the utilization of the opinions in any part, granting sublicenses to third parties for the use of the work or its part, and for use of the work or any part thereof for the purpose of the Company's promotion and advertising.
4. By granting the license, the User (author) assures the Company that the opinion is proprietary and is the result of the User's own intellectual work, and does not infringe on the copyrights of third parties. If the above statements prove to be untrue, the User shall be liable to third parties for violation of their rights.

§ 4 Complaints

1. The User may submit a complaint regarding the submission of opinions and violation of their rights, including those resulting from the Terms and Conditions, electronically to the e-mail address: opinie@holding1.pl or in writing to the address of the Company's registered office indicated in Appendix No. 1 to the Terms and Conditions.
2. Complaints are processed immediately, no later than within 14 days from the date of their submission, in the form of an electronic response by e-mail or in writing to the address provided in the complaint.
3. The consumer may use alternative, out-of-court proceedings for dispute resolution, including electronic means of resolving disputes with the Service Provider. The rules of access to these procedures are available at the registered offices or on the websites of entities authorized to conduct out-of-court dispute resolution.

These may include, in particular, consumer ombudsmen or Provincial Inspectorates of Trade Inspection, the list of which is available on the website of the Office of Competition and Consumer Protection: <https://polubowne.uokik.gov.pl/>. For this purpose, a User who is a Consumer may also use the EU electronic ODR platform available at: <http://ec.europa.eu/consumers/odr>.

§ 5 Personal data

1. In the course of submission of opinions, the Company does not collect or store information constituting personal data.
2. However, in the event that an opinion contains information that may be classified as personal data (in particular: name, surname, data regarding the purchased Product, e-mail address), the Data Controller with regard to data shall be the Company whose Product or whose activity the given opinion concerns.
3. Companies remaining within the single Holding 1 capital group have appointed a joint Data Protection Officer who may be contacted in all matters related to the processing of personal data at the phone number +48334861986 and the e-mail address: iod@holding1.pl.
4. The User's data provided by the User as part of the published opinion will be processed in order to implement the legitimate interest of the Company consisting in examining the quality of the Products sold/provided by the Company and the Company's activities, i.e., learning about the opinions regarding these Products and the Company. Such data will be processed for the duration of the existence of this interest, unless the data subject objects to the processing of data for these purposes or removes the opinion containing such data from the Platform.
5. Providing personal data for the above-mentioned purposes is voluntary and is not necessary for the sharing of opinions by the Company. It is also not necessary for the conclusion and performance of any agreement with the Company.
6. The User's data may be made available to entities processing personal data on behalf of the Company, i.e., entities providing services to the Company related to the implementation of the purposes referred to in paragraph 4 above, including IT and marketing services (the HOLDING 1 S.A. company). Users' data may also be made available to competent authorities or third parties who request such information on the basis of an appropriate legal basis, in accordance with the provisions of applicable law, including Article 6 of the GDPR.
7. The Data Controller does not carry out automated decision-making, including profiling, within the meaning of Article 22(1) and (4) of GDPR.
8. The User has the following rights in connection with the processing of data:
 - a) the right to request access to personal data, including data rectification, deletion ("right to be forgotten") or restriction of processing,
 - b) the right to object to the processing of personal data if the processing is based on a legitimate interest pursued by the Data Controller,
 - c) the right to lodge a complaint with a competent supervisory authority,
 - d) the right to transfer data to another Data Controller,
 - e) the right to lodge a complaint with the supervisory authority - the President of the Office for Personal Data Protection.

The User may exercise the above rights contacting the Data Protection Officer (data in paragraph 3 above).

§ 6. Final provisions

1. Any doubts arising from the understanding of the Terms and Conditions should be interpreted in a way that ensures compliance of the Terms and Conditions with the mandatory provisions of law, including the legal provisions on consumer rights.
2. The introduction of changes in the content of the Terms and Conditions lies within the Company's competences; however, the Company may change the Terms and Conditions without consulting the User only in the case of justified reasons, which are understood to include in particular: changes in the law, final judgments of courts or administrative decisions, or guidelines, recommendations, instructions or other non-binding documents issued by public administration bodies, if they affect the content of the Terms and Conditions, and changes dictated by technical issues related to the operation of the Platforms, including changes in the services or functionalities of the Platforms. The changes may not violate the rights of Users

resulting from opinions published before their introduction. The changes come into force on the date of posting of the new content of the Terms and Conditions in the Service login portal, and the Users will be bound by the new wording of the Terms and Conditions from the date of its publication. The provisions of the Terms and Conditions in force at the time of publication of the opinion shall apply for opinions published before the entry into force of amendments to the Terms and Conditions.

3. In matters not covered by these Terms and Conditions, the generally applicable provisions of the Polish law shall apply.
4. These Terms and Conditions enter into force on the day of publication.

Appendix No.1 - List of Platforms:

Item	Platform Name	Companies that use the given Platform
1.	Google Business Card in Google Maps	all companies
2.	TrustPilot (https://www.trustpilot.com/review/express.pl)	Express sp. z o.o. sp. k.
3.	Google Play Store (https://play.google.com/console/developers/5400908088769153772/app/4975125681790263327/user-feedback/reviews)	Traficar Sp. z o.o.
4.	App Store (https://appstoreconnect.apple.com/WebObjects/iTunesConnect.woa/ra/ng/app/1159289063/ios/ratingsResponses)	Traficar Sp. z o.o.
5.	Instagram & Facebook	all companies
6.	TikTok	all companies
7.	Wykop (www.wykop.pl)	all companies
8.	LinkedIn	all companies
9.	Allegro	Grupa PGD sp. z o.o., DF Grupa PGD sp. z o.o., ST MOTORS Grupa PGD sp. z o.o.