

## §1.

### General provisions

1. These Rules and Regulations ('Regulations') set out the principles for the use of the Pan Paragon mobile application, as well as provision of services by electronic means through it. The use of the Application is conditional on acceptance of these Regulations, which is tantamount to concluding an agreement for electronic provision of services between the User and the Provider. The User accepts the Terms and Conditions when starting the Application for the first time.

2. The Regulations describe the principles of provision of electronic services by the Service Provider within the meaning of Article 8 of the Act of 18 July 2002 on electronic service provision . (i.e. Dz. U. of 2019, item 123, 730 as amended.

3. The terms used in these Terms and Conditions have the meanings given below:

- Application - the software under the name PanParagon/MrReceipt provided by the Service Provider, installed in the memory of the Device;
- Licence - an agreement for the use of the Application, concluded under the terms and conditions specified in clause II. Regulations between the Service Provider and the User at the moment of installing the Application, regulating the rules under which the User may use the Application;
- Partner - a third-party business entity affected by the commercial information presented in the Application;
- RODO - Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation);
- Services - services provided electronically by the Service Provider via the Application, described in clause. V.1. of the Terms and Conditions;
- Service Provider, Administrator - Mr Receipt Sp. z o.o. with registered office in Poznań (60-650) at ul. Piątkowska 161, entered in the Register of Entrepreneurs kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Department of the National Court Register under KRS number: 0000822722, REGON: 385301370, NIP: 9721305935;
- Device - an electronic device that allows processing, receiving and sending data such as a smartphone or a tablet.
- User - natural person using the Application;
- Insurance Distribution Services - services provided through the Application by Mr Receipt Sp. z o.o., as an insurance agent of the Insurer, registered in the Register of Insurance Agents under RAU no.: 11247324/A. Information on the registration can be checked via a web browser at <https://rpu.knf.gov.pl/search/agent>.

- Insurer - Towarzystwo Ubezpieczeń i Reasekuracji 'WARTA' S.A. with its registered office in Warsaw (00-805) at ul. Chmielna 85/87, entered in the Register of Entrepreneurs of the National Court Register on the basis of the entry made by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division of the National Court Register, under KRS number: 0000016432, holding NIP number: 5210420047.

4. The Services offered in the Application are provided 24 hours a day, 7 days a week, at the request of the User.

5. The download of the Application from software-specific shops, as well as the use of most of the Services offered through it, is free of charge. In the event that the use of a Service involves an obligation to make a payment, the User will be expressly informed of this at the time of placing the order.

6. The Service Provider, as part of its cooperation with various Partners, may make various services available to Users within the Application. The principles of electronic provision of services on these sites are defined by the individual regulations of these sites. The use of the services offered requires reading and accepting the individual regulations. In the event of any conflict between these Terms of Use and the regulations of individual websites, the provisions of the regulations of the individual websites shall apply.

7. Due to the nature of the Services provided through the Application, which consist in particular in the provision of digital content to the User, the User who is a consumer is not entitled to withdraw from the agreement concluded with the Service Provider within 14 days, but has the right to terminate the agreement at any time.

## §2.

### Intellectual Property

1. All rights to the Application, including its various functionalities, in whole and in parts, in particular to the textual, graphic and multimedia elements and the elements of the software applications generating and operating the Application, including copyright, related rights, industrial property rights and any derivative rights (licences) required under the circumstances, are vested in the Service Provider.

2. Upon downloading the Application and acceptance of these Terms by the User, the Service Provider grants the User a non-exclusive licence to use the Application for its intended purpose. The licence is non-transferable and is granted for the duration of the User's use of the Application in accordance with its intended purpose and in a manner consistent with these Terms.

3.The licence referred to in par. 2 above does not entitle the User to grant any further licences.

4.You may only communicate the content of the Application to third parties by using the tools included in the Application and intended for this purpose.

5.The User shall not be entitled to reproduce, sell or otherwise market or distribute the Application, in whole or in parts, in particular to transmit or make it available in computer systems and networks, mobile application distribution systems or any other data communication systems.

6.In the event that the User violates the terms of use of the Application or the terms of the Licence granted, the Service Provider shall be entitled to block the User's access to the Application and to revoke the Licence granted for the use of the Application. The foregoing is without prejudice to the right of the Service Provider to take other appropriate and legally foreseeable actions in connection with the breach.

7.The commercial information of the Partners published in the Application is derived from materials made available and distributed publicly and free of charge by the Partners or from submissions made by the Partners. The copyright in the promotional material provided by the Affiliates remains with the Affiliates, and all names or trademarks are used for informational purposes only.

### §3.

#### Technical requirements and access rules

1.The app is available for Devices equipped with the appropriate version of iOS or Android and can be downloaded from the app shop dedicated to the respective system.

2.An active internet connection is required for the start-up and proper operation of the Application. The costs of data transmission required for the use of the Application shall be borne by the User on his/her own under agreements concluded with a telecommunications operator or other Internet provider.

3.In order to use certain functions of the Application, it is necessary to activate access to the camera, multimedia or device location.

4.When the Application is activated for the first time, the User gains access to an anonymous account assigned to the device number used. This account is effectively created upon acceptance of the Terms and Conditions.

5.At any time, the User may register his/her anonymous account in accordance with the registration procedure available on the Application.

6. Certain features of the Application are only available to Users who have registered an account.

#### §4.

##### Integration with other accounts

1. The User may integrate the Application with his/her account on a social network or with another account on a portal which offers the possibility of such integration. The Application displays a list of portals enabling such integration. The choice of portals offering the possibility of integration is at the discretion of the Provider, who reserves the right to make changes to the list referred to in the preceding sentence.

2. Integration is a method of registering an anonymous user account and is entirely voluntary.

3. Integration is possible subject to acceptance of the terms and conditions of the portal offering the possibility of such integration, in particular the rules on content and user data sharing, security rules and the protection of the rights of others.

#### §5.

##### General principles of using the Application

1. The basic services provided through the Application are:

- storage and description of proofs of purchase;
- storage of electronic versions of loyalty cards;
- publication of commercial information of Partners;
- insurance distribution.
- the basic services are an integral part of the Application and as such cannot be deactivated, the User may only decide not to use the respective function.

2. The Service Provider reserves the right to expand the range of services offered without changing the Terms and Conditions.

3. The use of the basic services of the Application is free of charge. Through the Application, the User has the opportunity to make a voluntary payment to the Provider. As a token of thanks, the Provider may make available to the User additional functionalities having the nature of conveniences not affecting the scope of the services provided.

4. Users are obliged to use the Application in a manner consistent with the applicable law, the Regulations, the Licence, the rules and regulations of the sites and shops from which the Application has been taken, as well as with the principles of social coexistence, including the general rules of use of the Internet and mobile applications, and with respect for the rights of third parties and the Service Provider.

## §6.

### Provider's liability

1. The Service Provider shall supervise the technical functioning of the Application on an on-going basis and ensure that it operates correctly. However, the Provider does not guarantee the permanent availability of all functions of the Application or their error-free operation.

2. The User uses the Application voluntarily and at his/her own risk. The Provider's liability for any damage arising in connection with the use of the Application, and in particular its non-functioning or incorrect functioning, is excluded to the fullest extent permitted by law.

3. The Service Provider shall not be responsible for limitations or technical problems in the ICT systems used by the Users' devices which prevent or restrict the Users from using the Application and the Services offered through it. The Service Provider shall not be liable for the quality, performance or accuracy of the Application not being satisfactory to the User.

4. The operation of the Application may be interrupted for technical reasons, in particular due to maintenance of the Application or the operating systems. The Provider will inform the User of any planned interruption in the operation of the Application by posting the relevant information on the Application.

5. The provision of the Services may be interrupted in the event of inadequate connection quality, damage to or defects of the telecommunications equipment, power supply systems, computer equipment, failure of the telecommunications network, power cuts or any action of third parties during the transaction.

6. The Service Provider shall have the right to block access to the Application or individual Services in the event of any irregularities in the use of the Application, in particular the occurrence of circumstances that could expose the User, the Service Provider or the Insurer to harm. The Service Provider shall not be liable for the temporary suspension of access to the Application for the period of time necessary to rectify the risks or irregularities that have occurred.

7.The Service Provider shall not be liable for the User's use of the Application in a manner contrary to the provisions of the Terms and Conditions.

## §7.

### Insurance Distribution

1.Within the Application, the Service Provider provides the Users with the possibility to use the Insurance Distribution Service.

2.The Insurance Distribution Service is provided by the Service Provider's business partner Mr Receipt Sp. z o.o., which is an insurance agent of the Insurer.

3.The Insurance Distribution Service only covers electronic equipment. If a proof of purchase of an electronic device is entered into the Application, the Application automatically recognises the goods covered by the purchase and will display information to the User about the possibility of concluding an insurance contract.

4.The information about the possibility of concluding an insurance contract referred to in the preceding paragraph will take into account each time the possibility of reading information about the offered insurance product, available in the form of a separate document.

5.The use of the Insurance Distribution Service is made by filling in the form available in the Application and requires providing all required data, accepting the Terms and Conditions and all mandatory consents.

6.The completion of the formalities referred to in the preceding paragraph shall constitute the conclusion of an insurance contract to which the User and the Insurer shall be parties. Upon conclusion of the contract, the Insurer shall become the independent administrator of the User's personal data.

7.Any complaints and claims related to the insurance agreement shall be addressed by the User directly to the Insurer at the address: ul. Chmielna 85/87, 00-805 Warsaw, or by e-mail to: skargi@warta.pl. However, if a complaint is addressed to the Service Provider, it will be immediately forwarded to the Insurer.

8.Mr Receipt Sp. z o.o. declares that it performs agency activities exclusively for one insurance company, i.e. the Insurer. The remuneration for the conclusion of an insurance contract is paid in the form of a commission transferred from the Insurer and is included in the amount of the insurance premium.

9.Mr Receipt Sp. z o.o. declares that it does not hold shares in the company of the Insurer entitling to at least 10 per cent of the votes at the general meeting, nor does the Insurer

hold shares in the company entitling to at least 10 per cent of the votes at the general meeting or shareholders' meeting.

## §8.

### Processing of personal data

1.The administrator of the personal data is the Service Provider, i.e. Mr Receipt Sp. z o.o. with its registered office in Poznań (60-650) at ul. Piątkowska 161, entered in the Register of Entrepreneurs kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Economic Department of the National Court Register under KRS number: 0000822722, REGON: 385301370, NIP: 9721305935;

2.Provision of personal data is voluntary, but failure to do so prevents the use of particular Application Services.

3.The Administrator processes Users' personal data in compliance with the requirements of currently applicable regulations, in particular the RODO, the Act of 10 May 2018 on the protection of personal data, as well as the Act of 18 July 2002 on the provision of electronic services and the Act of 16 July 2004. Telecommunications Law.

4.The Administrator shall ensure the application of appropriate technical and organisational measures to ensure the security of the processed personal data, in particular to prevent access to them by unauthorised third parties, or their processing in violation of the provisions of generally applicable law, preventing the loss of personal data, their damage or destruction.

5.The principles of personal data processing are regulated in the Privacy Policy

## §9.

### Termination of use

1.The User has the right to terminate the contract for the provision of electronic services at any time, without giving reasons.

2.The declaration of termination of the contract must be made in writing in a message sent to support@mrreceipt.com and is effective upon its delivery to the Service Provider.

3.In the case of violation of the provisions of the Terms and Conditions by the User, the Service Provider has the right to terminate the contract for the provision of services by electronic means with immediate effect.

4.Termination of the Agreement concluded between the User and the Service Provider shall result in the termination of the User's account and loss of access to the Application.

## §10.

### Complaints

1. Any complaints relating to the functioning of the Application and the provision of Services through it, as well as questions concerning the use of the Application should be sent to the Service Provider at the e-mail address [support@mrreceipt.com](mailto:support@mrreceipt.com).

2. The content of the complaint should include: the name and model of the mobile device, the current version of the data communication system installed on the device, a detailed description and the reason for the complaint. A reply to the complaint will be sent to the e-mail address from which it was received. If the complainant wishes the reply to the complaint to be delivered to a different e-mail address, he/she should specify this in the message.

3. Within 14 days of its receipt, the Service Provider shall consider the complaint and inform the User of the result of its consideration. If the data or information provided in the complaint needs to be supplemented, the Service Provider shall, before considering the complaint, ask the User to supplement it. The time taken by the User to provide additional explanations may extend the period of complaint consideration.

4. The User's use of out-of-court means of complaint handling and claim investigation is voluntary.

5. Detailed information about the possibility to use out-of-court procedures for handling complaints and pursuing claims by the User who is a consumer, as well as rules of access to these procedures are available at the offices and on the websites of district (city) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and at the following Internet addresses

- [https://www.uokik.gov.pl/spory\\_konsumenckie.php](https://www.uokik.gov.pl/spory_konsumenckie.php),
- [https://www.uokik.gov.pl/sprawy\\_indywidualne.php](https://www.uokik.gov.pl/sprawy_indywidualne.php),
- [https://www.uokik.gov.pl/wazne\\_adresy.php](https://www.uokik.gov.pl/wazne_adresy.php)

6. The User, who is a consumer, may obtain free assistance in resolving a dispute between the User and the Service Provider, using also the free assistance of a district (city) consumer ombudsman or a social organisation whose statutory tasks include consumer protection (e.g. Federation of Consumers, Polish Consumers Association).

## §11.

### Amendment and access to the Terms and Conditions



1.The Service Provider shall have the right to amend the Terms and Conditions at any time, provided that a change in the Service Provider's contact details shall not constitute an amendment to the Terms and Conditions.

2.The Service Provider shall inform the Users of the change to the Terms and Conditions at the start of the Application, displaying the content of the amended Terms and Conditions and asking the Users to declare that they have read the new Terms and Conditions and accept the provisions thereof.

3.If the User does not agree to the amended Regulations, he/she has the right to terminate the agreement for electronic provision of services. The agreement for the provision of services by electronic means is terminated as soon as the Service Provider receives information about the User's termination of the agreement. Upon receipt of the notice of termination, the Service Provider shall immediately delete the User's account.

4.If the User does not accept the changes to the Terms and Conditions, he/she may not use the Application under the existing rules.

5.The Service Provider shall provide access to the current content of the Terms and Conditions through the Application and on the website [www.panparagon.pl/regulamin](http://www.panparagon.pl/regulamin) in such a way that it is possible to download, record and print them free of charge.

## §12.

### Final provisions

1.In matters not regulated herein the relevant provisions of Polish law shall apply.

2.If any provision of these Terms and Conditions is found to be invalid, this shall not affect the validity of the remaining provisions. If any part of these Terms and Conditions is found to be invalid, the Service Provider shall update it and inform the Users about it.

3.Any disputes arising between the Service Provider and the Users shall be settled amicably, and if no agreement can be reached, the dispute shall be resolved by the common court with jurisdiction over the Service Provider's registered office.