

TERMS OF SERVICE FOR <https://fffree.com>

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Thank you for visiting our Service. Please read these Terms and Conditions carefully, as they define the rules for accessing and using our site.

1. Definitions

1.1. The following terms, when capitalised, have the meanings assigned to them below:

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| Account | An electronically provided service that enables the User to access a dedicated subpage of the Service using an email address and password, where the User's provided data is stored; |
| Act on Combating Unfair Competition | The Act of April 16, 1993, on Combating Unfair Competition (Dz.U.2022.1233, consolidated text as of June 9, 2022); |
| Act on the Provision of Electronic Services | The Act of 18 July 2002 on the Provision of Electronic Services (Journal of Laws 2020, item 344, consolidated text as of 3 March 2020); |
| Administrator | E-TRADE SOLUTIONS Sp. z o.o., with its registered office at Hangarowa 15, 59-220 Legnica, Poland, entered into the Register of Entrepreneurs of the National Court Register (Krajowy Rejestr Sądowy) under KRS number 0000875181, maintained by the District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Division. NIP (VAT ID): 6912552324, REGON (Business ID): 387822015, with a share capital of 100,000 PLN; |
| Civil Code | The Act of 23 April 1964 - Civil Code (Journal of Laws 2024, item 1061, consolidated text as of 17 July 2024); |
| Contact Form | The form available in the Service that allows users to contact the Administrator; |
| Copyright Act | The Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws 2022, item 2509, consolidated text as of 6 December 2022); |
| Digital Services Act: | Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services, amending Directive 2000/31/EC (OJ L 277, 27.10.2022); |

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|-----------------------------------|---|
| Entrepreneur | A natural person, legal person, or organizational unit without legal personality, to whom legal capacity is granted by law, conducting business or professional activity in their own name; |
| Entrepreneurs' Law | The Act of 6 March 2018 – Entrepreneurs' Law (Journal of Laws 2024, item 236, consolidated text as of 21 February 2024); |
| Newsletter | An electronically provided service consisting of sending emails containing information about updates, promotions, products, including marketing and commercial information as defined in Article 2(2) of the Act on the Provision of Electronic Services; |
| Privacy Policy | The Privacy and Cookies Policy published on the Service: https://fffree.com/privacy-policy.pdf ; |
| Store Terms and Conditions | The Store Terms and Conditions available on the Service: https://fffree.com/store-terms-and-conditions.pdf ; |
| Service | The online service operated by the Administrator at: https://fffree.com ; |
| Services | All services provided electronically by the Administrator to Users based on the Terms of Service; |
| Terms of Service | These Terms for using the Service: https://fffree.com/terms-of-service.pdf ; |
| User/You: | Any natural person visiting the Service or using its features. |

- 1.2. The Terms of Service should be interpreted in conjunction with the content of the Service, the Store Terms and Conditions, and the Privacy Policy.

2. General provisions

- 2.1. The Terms of Service set out the general conditions for using the website <https://fffree.com> and for the provision of Services by the Administrator to Users.
- 2.2. The Owner and Administrator of the Service is E-TRADE SOLUTIONS Sp. z o.o., with its registered office at Hangarowa 15, 59-220 Legnica, Poland, registered in the Register of Entrepreneurs of the National Court Register (Krajowy Rejestr Sądowy) under KRS number 0000875181, maintained by the District Court for

Wrocław-Fabryczna in Wrocław, IX Commercial Division. NIP (VAT ID): 6912552324, REGON (Business ID): 387822015, with a share capital of 100,000 PLN.

- 2.3. To contact the Administrator:
 - a. send an email to: b2b@fffree.com;
 - b. use the Contact Form;
 - c. Call: [+48 724 792 148](tel:+48724792148);
 - d. send a letter to: ul. Hangarowa 15, 59-220 Legnica
- 2.4. As an intermediary service provider under the Digital Services Act, the Administrator has designated an electronic contact point for direct communication with the Administrator at the email address: b2b@fffree.com The same contact point is also available for direct communication with the authorities of Member States, the European Commission, and the Digital Services Board.
- 2.5. These Terms of Service constitute the terms of provision of electronic services referred to in Article 8(1) (1) of the Act on the Provision of Electronic Services.

3. Application of the Terms of Service

- 3.1. The Store Terms and Conditions and the Privacy Policy form an integral part of these Terms of Service.
- 3.2. The Terms of Service apply to all Users, without any restrictions.
- 3.3. By accessing the Service, browsing its content, or using the Service in any way, the User confirms that they have read, understood, and accepted the Terms of Service, along with any attachments and documents referenced within the Terms of Service.

4. Technical Requirements

- 4.1. The minimum technical requirements for the User to access and use the Service include:
 - a. A functioning device (e.g., computer, tablet, smartphone) with a stable internet connection;
 - b. An up-to-date and properly configured web browser that supports cookies;
 - c. An active email account.
- 4.2. Since using the Service via an open internet connection poses potential security risks for the User, the Administrator takes appropriate measures to minimise risks related to the use of the Service and recommends that Users adopt additional measures to reduce online risks, such as:
 - a. Using systems and applications from legitimate sources;
 - b. Regularly updating software;
 - c. Installing antivirus software;
 - d. Enabling an active firewall;
 - e. Properly managing emails from unknown sources.

5. Intellectual Property

- 5.1. The content published on the Service and its components, particularly all works, including graphics, logos, trademarks associated with the Service, are protected by intellectual property law.
- 5.2. Using the Service does not grant the User any intellectual property rights to the content published on The User is obliged to strictly respect the Administrator's intellectual property rights. In particular, the following actions are prohibited:
 - a. Disseminating, selling, or using any elements of the Service, in whole or in part, in any manner, including online or on storage media;
 - b. Sending, publishing, distributing, modifying, developing, reusing, or marketing the content of the Service in any way that exceeds personal use;
 - c. Copying the external appearance of products using technical reproduction methods that could mislead customers about the identity of the manufacturer or product (imitation), as well as any other acts of unfair competition outlined in the Act on Combating Unfair Competition;
 - d. Placing links to the Service in a way that could obscure the identification of the source;
 - e. Interfering with the Service's software code;
 - f. Attempting to gain unauthorised access to the Service, the server on which it is stored, any computer, or databases related to the Service;
 - g. Using software that disrupts the operation of the Service;
 - h. Using the Service for purposes other than those outlined in these Terms of Service, including for commercial purposes.
- 5.4. The User authorises the Administrator to store, free of charge, information provided by the User in the Service, including for the purpose of setting up an Account and using it as necessary to achieve the purpose for which it was provided.
- 5.5. Content and materials provided to the User by the Administrator as part of the Newsletter Service are considered works under the Copyright Act and are legally protected under that Act. Such content and materials are the intellectual property of the Administrator and are made available to the User for personal use only. It is prohibited to use them in any other manner, including copying or distributing them. Violation of this prohibition may result in civil or criminal liability.

6. Services Provided Electronically

- 6.1. **Services related to the operation of the Service:**
 - a. The Administrator provides the following electronic services to the User free of charge:
 - (i) Creation and maintenance of an Account on the Service;
 - (ii) Newsletter;
 - (iii) Contact through the Contact Form;
 - (iv) Provision of functionalities enabling effective use of the Service and Shop.
 - b. The Administrator makes the terms of providing the above Services available to the User free of charge prior to the conclusion of an agreement for their provision.

6.2. Conclusion and termination of the agreement for electronic services:

- a. The conclusion and termination of the agreement for the provision of electronic services are free of charge and may be carried out at any time. The agreement is concluded when the User begins using the Services and is terminated when the User stops using them.
- b. In the event that the User is notified of a change in the Terms of Service in accordance with these Terms, the User who does not accept the change may cease using the electronic services at any time.

6.3. User Account:

- a. The agreement for the provision of electronic services in the case of an Account is concluded with the User upon the successful creation of the Account on the Service;
- b. Only Entrepreneurs can create a User Account;
- c. During the account creation process, the User, by checking the appropriate checkbox, makes the following declarations:
 - (i) They have read and accepted the Terms of Service;
 - (ii) They have read and accepted the Store Terms and Conditions;
 - (iii) They have read and accepted the principles for the processing of personal data;
 - (iv) They are duly authorised to represent the User;
- d. To create an Account, the User is required to provide the following information: first name, last name, email address, phone number, company name (the full name of the business, including the legal form if applicable), business address (street, building number, unit number, postal code, city, country), NIP (VAT ID), specify the trading area in which the User operates, indicate the platforms through which the User sells products (optional), and indicate the platform on which the User has their online shop (optional), as well as accept the Terms of Service, Store Terms and Conditions, Privacy Policy, and make the necessary declarations;
- e. The Account stores the User's personal data and their transaction history;
- f. When creating an Account, the User is obliged to provide accurate personal data and to update it as necessary. At any time, to ensure the accuracy and currency of the information, the Administrator is entitled to take steps to verify the data provided by the User during the account creation process. This may include contacting the User directly to confirm the correctness and currency of such data;
- g. Access to the Account is possible after entering the User's email address and password. The User is responsible for choosing a strong password and securing their login credentials from unauthorised access;
- h. For billing purposes, the User agrees to receive invoices (or other transaction-related documents) electronically;

6.4. Newsletter:

- a. The Administrator provides the Newsletter Service electronically. Through the Service, the Administrator allows the User to enter into an agreement for the provision of the Newsletter Service;
- b. The Administrator reserves the right to temporarily suspend or discontinue the Newsletter Service;

- c. The information about the Newsletter Service provided on the Service does not constitute an offer within the meaning of the Civil Code, but is merely an invitation to conclude an agreement, as understood under Article 71 of the Civil Code;
- d. The User may enter into an agreement for the Newsletter Service by subscribing to the Newsletter:
 - (i) By completing the subscription form available on the Service;
 - (ii) By making an explicit request to the Administrator to subscribe to the Newsletter (including via email);
- e. To subscribe to the Newsletter, the User must provide their first name and email address and give active consent to receive commercial and marketing information;
- f. If subscribing via the subscription form, consent is given by clicking the "Subscribe" button. The User confirms their consent by clicking a confirmation link sent to the email address provided in the subscription form;
- g. The agreement for the Newsletter Service is concluded for an indefinite period upon successful confirmation of the subscription. The Newsletter Service will not be provided until the subscription is confirmed;
- h. By subscribing to the Newsletter, the User agrees to the processing of their personal data in accordance with the Terms of Service and the Privacy Policy, and the User is informed of this before entering into the agreement for the Newsletter Service;
- i. The User may, at any time, without giving a reason and without affecting any other agreements with the Administrator, withdraw their consent for the processing of personal data for the purpose of the Newsletter Service and terminate the agreement for the Newsletter Service;
- j. The agreement is terminated by submitting an unequivocal request to the Administrator to remove the User from the subscriber database in any clear form, including:
 - (i) Clicking the active "Unsubscribe" link found in the Newsletter correspondence;
 - (ii) ending an email with a request to be removed from the subscriber database to: b2b@ffrree.com;
- k. The agreement for the Newsletter Service is considered terminated as soon as the Administrator successfully receives the User's request;
- l. The Administrator will promptly remove the User from the subscriber database, no later than 48 hours after receiving the request;
- m. The Administrator may terminate the Newsletter Service agreement at any time in the event of a breach of the Terms of Service or applicable laws by the User.

7. Prohibited Activities and Content

- 7.1. Users are required to use the Service in accordance with its intended purpose, the Terms of Service, the Store Terms and Conditions, the Privacy Policy, and all applicable laws.
- 7.2. In particular, Users must not engage in activities that could interfere with or disrupt the proper functioning of the Service, including but not limited to:
 - a. Gaining unauthorised access to content or information not intended for the User;

- b. Sending spam or other unsolicited commercial communications via the Service;
- c. Providing unlawful content through the Service;
- d. Submitting false or third-party personal data;
- e. Engaging in actions that may interfere with or disrupt the Service, such as disrupting other Users' access, introducing harmful software, unauthorised scanning of networks or devices, monitoring network traffic without authorisation, intercepting communications, or attempting to breach the security of the Service or User Accounts;
- f. Conducting activities that violate the Terms of Service, good morals, public order, or infringe upon the rights and interests of the Administrator, other Users, or third parties.

7.3. Content considered prohibited includes, but is not limited to:

- a. Content that violates the Terms of Service or is unlawful under applicable laws, including the Digital Services Act;
- b. Spam, advertisements, or promotions of products/services unrelated to the Administrator;
- c. Content unrelated to the Service or Shop;
- d. Content that promotes violence, aggression, insults, defamation, discrimination, or is otherwise unethical or harmful;
- e. Offensive, vulgar content, or content that violates public order or accepted standards of behaviour;
- f. Content that infringes intellectual property rights or personal rights.

7.4. The Administrator reserves the right to monitor and review User-submitted content, including comments and product reviews, and to take appropriate action if prohibited or unlawful content is identified. Moderation will be conducted manually, in an impartial, objective, and proportionate manner, with due diligence, and aims specifically to detect, identify, and address prohibited or unlawful content provided by Users.

7.5. If the Administrator becomes aware that a User has posted prohibited or unlawful content, appropriate action will be taken in accordance with the Terms or applicable law

7.6. In the case of posting prohibited or unlawful content or engaging in any conduct in violation of the Terms or Store Terms and Conditions, the Administrator may:

- a. Remove or restrict access to the prohibited or unlawful content;
- b. Temporarily suspend or terminate the provision of services to the User;
- c. Suspend or close the User's Account.

7.7. If a User identifies content on the Service that they believe may be prohibited or unlawful, they should notify the Administrator by sending an email to: b2b@ffrree.com The notification should include:

- a. An explanation of why the content is considered prohibited or unlawful;
- b. Identification of the location of the content (e.g., providing a URL or additional information to help identify its location);
- c. The name and email address of the notifier, except in cases where the notification concerns information related to one of the offences mentioned in Articles 3-7 of Directive 2011/93/EU;

- d. A statement confirming that, to the best of the notifier's knowledge and belief, the information provided in the notification is accurate and complete.
- 7.8. The notification serves as a basis for the Administrator to take appropriate actions and apply sanctions, provided it contains all necessary information and allows the Administrator to determine—without detailed analysis—that the reported content is prohibited or unlawful. If the notification is valid and includes the notifier's email address, the Administrator will acknowledge receipt of the notification promptly, but no later than 14 days after receiving it. If the notification is incomplete, incorrect, or otherwise unverifiable, the Administrator may request the notifier to supplement or correct it.
 - 7.9. The Administrator will issue a decision regarding the notification promptly, but no later than 14 days after receiving a valid notification, and will inform the notifier and other relevant parties if the notification includes sufficient contact details. The Administrator will also inform them of their right to appeal the decision.
 - 7.10. The User who provided the prohibited or unlawful content, as well as the notifier, may submit an appeal within 14 days of receiving the decision by sending an email to: b2b@fffree.com The appeal should include:
 - a. The name or entity of the appellant and their email address or other contact details;
 - b. description of the inaccuracies in the decision;
 - c. A justification for the appeal.
 - 7.11. If the appeal is valid and includes the appellant's email address, the Administrator will acknowledge receipt promptly, but no later than 14 days after receiving the appeal. If the appeal is incomplete, incorrect, or otherwise unverifiable, the Administrator may request the appellant to supplement or correct it.
 - 7.12. The Administrator will review appeals regarding prohibited or unlawful content within 14 days of receiving a properly submitted appeal, in an impartial, objective, and diligent manner. The review will be conducted manually by the Administrator or individuals acting on behalf of the Administrator. No further appeals are permitted following the decision issued in response to the appeal
 - 7.13. In the case of a reasonable suspicion that a crime threatening the life or safety of a person or persons has been or may be committed, the Administrator will inform the relevant authorities.

8. Complaint Procedure

- 8.1. Any complaints related to the operation of the Service should be submitted to the following email address: b2b@fffree.com. The complaint should include information that allows for the identification of the User (such as first name, last name, company name, and email address) as well as a description of the complaint.
- 8.2. Upon receiving a complaint, the Administrator is obligated to review the User's complaint regarding the operation of the Service within 30 days and inform the User, via email, of the resolution. This includes notifying the User of whether the reported issue has been resolved or the reasons for declining to resolve the issue
- 8.3. The User acknowledges that resolving reported issues may temporarily disrupt the operation of the Service.
- 8.4. The Administrator is not obligated to address minor issues that do not affect the User's ability to use the Service.

9. Liability

- 9.1. The User uses the Service at their own risk, and the Administrator's liability for any damages related to the use of the Service is excluded to the fullest extent permitted by law.
- 9.2. In particular, the Administrator is not liable for damages caused by:
 - a. Interruptions in access to the Service;
 - b. Interruptions in access to the Internet;
 - c. The User's failure to meet the technical requirements for using the Service;
 - d. The submission of unlawful or prohibited content by Users;
 - e. User-submitted reviews or comments;
 - f. Malfunctions of the User's technical infrastructure or software.
- 9.3. The Administrator is not liable for any lost profits.
- 9.4. The User agrees to indemnify the Administrator against any third-party claims arising from the User's breach of the Terms of Service or Store Terms and Conditions, to the extent permitted by applicable law.

10. Reviews

- 10.1. "Reviews" refers to any subjective statements or portions thereof published by the Administrator or the User (Buyer) through the dedicated functionalities of the Service, either on the Service or on the Administrator's social media platforms (Review).
- 10.2. The Administrator provides access to published Reviews of Products.
- 10.3. Reviews are primarily submitted by Buyers who have purchased a Product.
- 10.4. The Administrator ensures that the Reviews published on the Service or social media platforms are submitted by Buyers who have actually purchased the Product in question.
- 10.5. The Administrator verifies the Reviews published on the Service or social media platforms, particularly by cross-referencing the Reviewer's information with that of the Buyers. If the Administrator has doubts based on this verification, they may request the Reviewer to provide information confirming that they are a Buyer
- 10.6. If the Review does not come from a Buyer, the Administrator: (a) if the Review was published on the Service - may remove the Review; (b) if the Review was published on the Administrator's social media platforms - will take all reasonable actions to remove the Review, including contacting the administrator of the relevant social media platform with a request to remove the Review. In such cases, the Administrator may also add a comment under the published Review indicating that it was not submitted by a Buyer.
- 10.7. To the fullest extent permitted by law, the Administrator reserves the right to modify or remove Reviews, either in whole or in part, even after they have been published, especially in cases where the Review: (a) violates the law or good morals, particularly if it is offensive, threatening, defamatory, obscene, pornographic, or includes or promotes hate speech, racism, discrimination, libel, or violence; (b) infringes or restricts the rights of third parties, especially by violating copyrights, trademarks, other intellectual property rights, or image rights; (c) is false or misleading, or contains untrue statements of

fact; (d) contains confidential information or personal data; (e) includes harmful technical elements such as viruses, worms, or other potentially harmful software or files; (f) contains embedded links to external websites; (g) must be removed due to a court order or decision by a relevant authority; (h) concerns a withdrawn Product; (g) constitutes prohibited or unlawful content as defined in the Terms of Service.

11. Dispute resolution

11.1. Disputes between the User and the Administrator will be resolved by the court with jurisdiction over the Administrator's registered office.

12. Privacy policy

12.1. The Administrator is committed to protecting the privacy of Users. Detailed information on the collection and processing of Users' personal data, as well as the collection and use of cookies, is set forth in the **Privacy Policy**: <https://fffree.com/privacy-policy.pdf>.

13. Changes to the Terms of Service

13.1. The User may access the Terms of Service at any time through the Service and may download or print a copy.

13.2. The Administrator reserves the right to amend the Terms of Service at any time, for any reason, including in particular, changes in the law that affect the content of the Terms of Service or the Administrator's operations.

13.3. Users with active Accounts on the Service will be informed of any changes to the Terms of Service at least 7 days before the new version comes into effect.

13.4. The Store Terms and Conditions and the Privacy Policy may be amended according to the terms set out therein.

14. Final provisions

14.1. The Administrator may carry out technical and IT work on the Service for the purposes of updating or developing the Service, including adding new functionalities, modifying, or removing existing features.

14.2. The Terms of Service are governed by Polish law, in particular the provisions of the Act on the Provision of Electronic Services.