

TERMS & CONDITIONS OF THE PROVISION OF ELECTRONIC SERVICES

§ 1

General Provisions

1. Based on Article 8 par. 1 point 1 of the Act of July 18, 2002 on the provision of electronic services (Journal of Laws 2002, No. 144, item 1204, as amended) **Venture S.A.** sets out the regulations for the provision of services by electronic means.
2. These Terms & Conditions (hereinafter referred to as "Terms & Conditions") specify:
 - a) the types and scope of services provided electronically;
 - b) terms of providing services electronically;
 - c) terms of concluding and terminating agreements for the provision of electronic services;
 - d) the complaint procedure in the provision of electronic services.

§ 2

Definitions

1. For the purposes of these Terms & Conditions, the following terms shall have the following meanings:
 - a) **Service Provider – VENTURE INC SPÓŁKA AKCYJNA** based in Wrocław, al. gen. J. Hallera 180/14, 53-203 Wrocław, registered in the Register of Entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under KRS No.: 0000299743, NIP No.: 8992650810, REGON: 020682053;
 - b) **Customer** – anyone who uses the services or uses the web pages provided by the Service Provider in any other manner compliant with the law, in particular the Website;
 - c) **Website** – a system of web pages made available on an Internet server at the address: www.ventureinc.com constituting a set of static and dynamic documents containing graphic files, scripts and other elements linked by mutual relations;
 - d) **Services** – services provided electronically;
 - e) **Provision of electronic services** – performance of services provided without the simultaneous presence of websites (remotely), by transmitting data at the individual request of the Customer, sent and received by means of electronic processing devices, including digital compression, and data storage, which is entirely broadcast, received or transmitted via a telecommunications network within the meaning of the Act of July 16, 2004 Telecommunications Law.
 - f) **IT system** – a group of cooperating IT devices and software, ensuring the processing and storage, as well as sending and receiving data through telecommunications networks using a terminal device appropriate for a given type of network within the meaning of the Act of July 16, 2004 Telecommunications Law

- g) **Electronic communication means** – technical solutions, including ICT devices and cooperating software tools, enabling individual remote communication using data transmission between ICT systems, in particular electronic mail

§ 3

Types and scope of services provided electronically

1. Every Customer is obliged to comply with the provisions of the Terms & Conditions from the moment of taking steps to use the particular service. Detailed rules for the provision of specific services may be set out in separate regulations available on the relevant pages.
2. The Service Provider provides the following electronic services under the website:
 - 1) Browsing service – consisting in allowing the User to view and read content (texts, images, graphics, etc.) placed on Website's pages;
 - 2) Communication services – consisting in allowing the Customer to communicate with the relevant department or contact persons of the Service Provider at the Customer's individual request;
 - 3) Contact form service – consisting in the possibility of contacting the Service Provider via a contact form;
 - 4) Application form service – consisting in the possibility of applying to current job offers via the Work tab by sending application documents to the Service Provider.
 - 5) Submission form service – consisting in the possibility of sending a project in search of a source of funding;
3. All services specified in § 3 point 2 are provided by the Service Provider free of charge

4. Browsing

- 1) The Browsing service is provided by the Service Provider electronically and allows the User to view and read content (texts, images, graphics, etc.) placed on the Website's pages.
- 2) To use the Browsing service, the Customer should have access to the Internet and a device enabling the display of websites.
In order to use all the features of the Browsing service, it may be necessary to accept the so-called cookies (mechanism for storing information or accessing information already stored in the said device).
- 3) In order to use the Browsing service, the Customer should enter the address of the Website in a web browser on the device connected to the Internet, and open this address in accordance with the characteristics of the given browser. After opening the indicated address (displaying the Website), the Customer may start browsing and reading its contents.
- 4) The Agreement for the provision of the Browsing service is always concluded for the duration of the Customer browsing and reading the content of the Website.

- 5) The Customer may opt out of the Browsing service at any time, without giving a reason and without paying any costs, by closing the Website in the web browser (thus terminating the service agreement for the Browsing service).

5. Contact form

- 1) The Contact form service is provided electronically by the Service Provider and allows the Customer to use the form placed on the Website to send an e-mail to the Service Provider.
- 2) In order to use the Contact form service, the Customer should have an active e-mail account and Internet access, and a device that allows displaying websites and entering text on websites (e.g. computer, tablet, smartphone).
- 3) In order to use the Contact form, the Customer should:
 - a) fill in the contact form placed on the Website, indicating the content of the message, and provide the Customer's e-mail address, to which the Service Provider will send a response to the message – this information is necessary for the provision of the Contact Form service.
The Customer's provision of other data in the contact form is not mandatory and depends on the Customer's discretion;
 - b) after reading the Terms & Conditions, the content of which is visible after clicking the "Terms & Conditions" placed under the contact form or in a PDF file format at <https://ventureinc.pl/wp-content/uploads/2018/07/TERMS-VTI.pdf>
 - c) check the box placed next to the text "I have read and accept the Terms & Conditions of ventureinc.com";
 - d) give consent for the Service Provider to process personal data entered into the form in order to reply to the message, by checking the box next to the text beginning with the words "I have read and accept the Privacy Policy and the Terms & Conditions of ventureinc.com (Terms and Conditions and the Privacy Policy are visible in the page footer)"
- 4) After the Customer has sent the form, the Website automatically displays confirmation of sending the form.
- 5) Agreement for the provision of the Contact form service is concluded for a definite period – until the performance of the Agreement by the Service Provider, that is, until the Website has displayed the confirmation of sending the contact form.
- 6) After sending the completed contact form and receiving the appropriate confirmation, the Service is rendered and the Customer cannot cancel it.

6. Application form

- 1) The Application form service is provided electronically by the Service Provider and allows the Customer, who is a natural person, to use the form placed on the Website to send the Service Provider an application regarding cooperation with the Service Provider or its portfolio companies.
- 2) In order to use the Application form service, the Customer should have an active e-mail account and Internet access, and a device that allows displaying websites and entering text on websites (e.g. computer, tablet, smartphone).
- 3) In order to use the Contact form, the Customer should:
 - a) fill in the application form placed on the Website, indicating the content of the message, name and surname, and provide the Customer's e-mail

address, to which the Service Provider will send a response to the message – this information is necessary for the provision of the Contact form service. The Customer's provision of other data in the contact form is not mandatory and depends on the Customer's discretion;

- b) enclose your CV in an electronic form by clicking on the Select file button and selecting the appropriate file from your device's memory;
 - c) after reading the Terms & Conditions, the content of which is visible after clicking the "Terms & Conditions" placed under the application form or in a PDF file format at <https://ventureinc.pl/wp-content/uploads/2018/07/TERMS-VTI.pdf> check the box placed next to the text "I have read and accept the Terms & Conditions of ventureinc.com";
 - d) give consent for the Service Provider to process personal data entered into the form in order to reply to the message, by checking the box next to the text beginning with the words "I agree to the processing of personal data";
 - e) send the completed application form by pressing the "Send" button or equivalent, placed under the application form (concluding the agreement for the provision of the Application form service).
- 4) After the Customer has sent the form, the Website automatically displays confirmation of sending the form.
 - 5) Agreement for the provision of the Application form service is concluded for a definite period – until the performance of the Agreement by the Service Provider, that is, until the Website has displayed the confirmation of sending the Application form.
 - 6) After sending the completed application form and receiving the appropriate confirmation, the Service is rendered and the Customer cannot cancel it.

7. Submission form

- 1) The submission form service is provided electronically by the Service Provider and allows the Customer, who is a natural person, to use the form placed on the Website to send the Service Provider a project seeking funding.
- 2) In order to use the Application form service, the Customer should have an active e-mail account and Internet access, and a device that allows displaying websites and entering text on websites (e.g. computer, tablet, smartphone).
- 3) In order to use the Contact form, the Customer should:
 - a) fill in the submission form placed on the Website, indicating the content of the message, name and surname, phone number, project development stage, expected amount of funding support, and provide the Customer's e-mail address, to which the Service Provider will send a response to the message – this information is necessary for the provision of the Contact form service.

The Customer's provision of other data in the contact form is not mandatory and depends on the Customer's discretion;
 - b) enclose a file with the project presentation in an electronic form by clicking on the Select file button and selecting the appropriate file from your device's memory;
 - c) after reading the Terms & Conditions, the content of which is visible after clicking the "Terms & Conditions" placed under the submission form or in a PDF file format at <https://ventureinc.pl/wp->

<content/uploads/2018/07/TERMS-VTI.pdf> check the box placed next to the text "I have read and accept the Terms & Conditions of ventureinc.com";

- d) give consent for the Service Provider to process personal data entered into the form in order to reply to the message, by checking the box next to the text beginning with the words "I agree to the processing of personal data";
 - e) send the completed submission form by pressing the "Send Project" button or equivalent, placed under the application form (concluding the agreement for the provision of the Submission form service).
- 4) After the Customer has sent the form, the Website automatically displays confirmation of sending the form.
 - 5) Agreement for the provision of the Submission form service is concluded for a definite period – until the performance of the Agreement by the Service Provider, that is, until the Website has displayed the confirmation of sending the Application form.
 - 6) After sending the completed submission form and receiving the appropriate confirmation, the Service is rendered and the Customer cannot cancel it.

§ 4

Terms of providing services electronically

1. Technical requirements for using the website:
 - a) connection to the Internet,
 - b) The Service Provider should have access to the Internet and a device enabling the display of websites.
2. Prohibition of providing unlawful content.
 - a) The Customer is prohibited from sending and transmitting unlawful content using the Website.
 - b) The Customer is obliged to use the Website and the Services in accordance with the Terms & Conditions and the generally applicable laws in Poland.
3. The Customer may use the services anonymously or under a pseudonym, unless the properties of the particular service require specific personal data. However, in the event of unauthorized use of services (i.e. not in accordance with the Terms & Conditions, the applicable law or the provisions of agreements in force between the Service Provider and the Customer), the Service Provider has the right to process the Customer's personal data to the extent necessary to determine their responsibility. The Service Provider shall notify the Customer about illegal activities and request them to cease immediately and about processing personal data for the above purpose.
4. The services specified in § 3 herein are provided free of charge.

§ 5

Terms of concluding and terminating agreements for the provision of electronic services

1. The conclusion of the agreement for the provision of electronic services takes place upon the Customer starting to use the particular service. The Customer's use of a given service takes place on the terms set out in these Terms & Conditions.
2. These Terms and Conditions are made available to the Customer free of charge via the pages of the Website, which allows the Customers with the opportunity to become familiar with its content before concluding a agreement for the provision

of services. The Terms and Conditions are made available in a form that allows downloading, preserving, saving and printing.

3. Additional rules for concluding and terminating agreements for individual services may be specified in separate regulations of the services referred to in § 3 par. 1 sentence 2 of the Terms & Conditions.
4. The Customer may terminate the use of the selected service at any time. In the event of the Customer leaving the website, the agreement for the provision of electronic services that are not continuous, and in particular the ones referred to in § 3 par. 1 let. a) and b), is terminated automatically with no need of the parties to submit additional statements. In other cases, a declaration of will is sufficient to terminate the agreement. The legal effects of the termination of the use of the service are determined by the mandatory legal provisions applicable due to the legal nature of the service provided and the factual circumstances.

§ 6

The complaint procedure in the provision of electronic services

1. Customers have the right to file complaints regarding services.
2. Complaints should be submitted in writing, by registered mail to the Service Provider's correspondence address, or by e-mail to the address office@ventureinc.com.
3. A properly submitted complaint should contain at least the following details:
 - a) the Customer's identification (including their name and surname, postal address, e-mail address, phone number, and in the case of legal persons, company name, address of the registered office and contact details of the person authorized to deal with the complaint);
 - b) a detailed description of the problem that is the grounds for lodging a complaint.
4. The Service Provider will address the complaint within 14 days of receiving it.
5. The Service Provider shall immediately notify the claimant in writing or by e-mail to the e-mail address provided in the notification.

§ 7

Personal data protection

1. Customers' Personal Data will be processed in order to perform the Agreement, make financial settlements and for marketing purposes. The legal basis for the processing of Personal Data shall be, respectively:
 - 1) necessity to perform an Agreement;
 - 2) necessity to fulfill the Service Provider's legal obligation – Article 106e par. 1 of the Act of March 11, 2004 on Value Added Tax;
 - 3) legitimate interest – in relation to the processing of Personal Data for marketing purposes during the legal relationship between the Customer and the Service Provider, as well as the processing of Personal Data after completing the Agreement for the period, in which the User may direct any claims to the Controller, related to the performance of the Agreement;

- 4) the Customer's consent – in the case of data processing for marketing purposes after the end of the legal relationship between the Customer and the Service Provider.

2. Providing Personal Data by the Customer is voluntary, but necessary to submit a Project.

3. The Customer may also express a separate consent to receive commercial, advertising and marketing information from the Service Provider. The Customer may resign from receiving them at any time.
4. The Service Provider processes or may process the following of the Customer's Personal Data, which the Customer provides voluntarily upon Project Submission:
 - 1) name,
 - 2) e-mail addresses,
 - 3) phone number.
5. In further cooperation between the Customer and the Service Provider, in particular when a Project is selected by the Service Provider, in addition to the Personal Data referred to in par. 4, the Service Provider shall process additional Customer's Personal Data:
 - 1) surname,
 - 2) PESEL No.,
 - 3) address for correspondence,
 - 4) ID card number.
6. The Service Provider stores Personal Data in the Users database in order to facilitate any future contacts with Customers in order to implement Projects.
7. The recipients of Personal Data are persons authorized by the Service Provider to process data in the course of performing their duties, operators whom the Service Provider orders to perform activities related to the Projects and IT, accounting, HR, legal and tax administration, in particular on the basis of agreements for entrusting the processing of personal data.
8. The Service Provider declares that he may use tools designed to analyze traffic on the Website, such as Google Analytics and other similar tools.
9. The Service Provider has the right to share the Customer's data and information in the course of proceedings with an authorized authority, such as the prosecutor's office or the court.
10. After completing the Agreement, the Service Provider shall process the Customer's Personal Data for the period in which the Customer may direct to the Service Provider any claims regarding the performance of the Agreement. The Service Provider will also process the Personal Data of Customers, whose Project the Service Provider has refused to implement, for a period during which the Customers may file claims against the Service Provider.
11. The Service Provider shall adhere to the following principles of Personal Data processing:

- 1) saves the collected Personal Data only on such information carriers that are protected against access by third parties;
 - 2) supervises the security of Personal Data throughout their entire period in a manner that particularly ensures protection against unauthorized access, damage, destruction or loss;
 - 3) maintains the confidentiality of Personal Data.
12. The Customer whose Personal Data is processed has the right to demand the Service Provider to provide access to data as well as rectification, deletion, restriction of processing or to object to the processing.

All issues related to the processing of Personal Data are governed by the Privacy Policy available at: <https://ventureinc.pl/wp-content/uploads/2018/06/PRIVACY-POLICY-VTI.pdf>

§ 8

Final provisions

1. The Customer declares that he has read the Terms & Conditions and accepts them in their entirety. Using the website www.ventureinc.com is only possible upon acceptance of these Terms & Conditions.
2. The Service Provider has the right to block access to the website or its part for important reasons, particularly in the event of irregularities in the use of the website, or circumstances that might expose the Customer or the Service Provider to harm.
3. In relation to Customers who are entrepreneurs, the Service Provider is not liable for temporarily or permanently suspending the availability of the website. The Service Provider does not warrant that the use of the website will proceed without errors, defects or interruptions.
4. Referring to the information presented on the website that has been posted or provided by third parties, the Service Provider is not responsible for the timeliness, accuracy, or completeness of this information, as well as for their usefulness for any of the Customer's actions. The Service Provider does not guarantee that the data or information contained within the Website will meet the Customer's expectations as to their substantive content, completeness, accuracy or suitability.
5. The Service Provider shall not be liable for the Customer's using the Website in a manner inconsistent with the provisions of the Terms & Conditions, applicable provisions of law, or the provisions of agreements in force between the Service Provider and the Customer.
6. The Customer shall be held responsible for any consequences resulting from improper completion of the forms available on the Website, in particular consisting in providing incorrect or false information.
7. The Terms and Conditions may be subject to changes, of which the Customers shall be informed by the Service Provider, indicating the date of the last amendment of the Terms and Conditions on the Website's pages. The change becomes effective on the date indicated by the Service Provider, which may not be shorter than 7 days from the time of making the amended Terms & Conditions available on the Website.
8. In matters not covered by the Terms & Conditions, the provisions of Polish law shall apply, including the Act of April 23, 1964 – the Civil Code and the Act of July 18,

2002 on the provision of electronic services, as well as other applicable provisions of law.

9. The applicable law is the Polish law. Any and all disputes arising from the interpretation or performance of the Terms & Conditions shall be resolved by the court competent for the Service Provider's headquarters, provided that in respect of consumers, such disputes shall be resolved before the competent court in accordance with the civil procedure.
10. These terms & conditions enter into force on June 14, 2018.