

EQUIAGENT.COM WEBSITE TERMS AND CONDITIONS

Thank you for visiting our website at <http://equiagent.com> (Hereinafter referred to as: “**Equiagent.com**”, “**Website**”).

Equiagent.com is an advertisement portal. This Website allows Customers to, among others, add, edit, as well as browse and search advertisements concerning the sale or lease of horses.

The information contained in advertisements included on the Website is for information purposes only and does not constitute an offer within the meaning of Art. 66 § 1 of the Civil Code. In order to conclude an agreement regarding, among others, sales, the Website Owner is always obliged to contact an Advertiser outside the Website; only then both parties can determine the details. The Website Owner is not the author of advertisements; these are posted on the Website by Customers.

The formula of these Terms and Conditions assumes the establishment of general Terms and Conditions of using the Website. These Terms and Conditions, if the Customer decides to use Equiagent.com, govern in particular the rules for using the Website, including our liability.

Please read the Terms and Conditions

The Equiagent.com team

1) ABOUT US

Equiagent.com is owned by Beata Szumińska, who runs a business under the name **BEATA SZUMIŃSKA**, entered into the Central Register and Information on Economic Activity of the Republic of Poland kept by the minister competent for the economy, address of the place of business: Mazowiecka 79 Street, 05-502 Bobrowiec, address for service: Obrzeżna Street 1/175 02-691 Warsaw, VAT Identification No. (NIP) 1231266230, REGON No. 145919972, e-mail address: equiagent@wp.pl, contact telephone number: 509-360-700. (Hereinafter referred to as: “Service Provider”).

2) DEFINITIONS

1. Definitions used in these Terms and Conditions have the following meanings:
 - a. **CHAT** - an electronic chat available on the Website enabling the submission of a query regarding the subject of the Advertisement and conducting conversations regarding the Advertisement between the Customer who is the author of the Advertisement and the Customer interested in the given Advertisement; the Chat is available on each website concerning given Advertisement.
 - b. **CIVIL CODE** - Civil Code Act of April 23, 1964 (Journal of Laws No. 16, Item 93, as amended).
 - c. **USER ACCOUNT** - Electronic Service, a set of resources and functionalities available in the Service Provider's ICT system, marked with an individual e-mail address and password, in which the data provided by the Customer and information about his/hers activities on the Website are collected.
 - d. **ADVERTISEMENT** - all types of advertisements of the Customer posted by him/her on the Website, regardless of its name, in the appropriate section. Advertisements on the Website are for information purposes only and do not constitute an offer within the meaning of Art. 66 § 1 of the Civil Code.
 - e. **COPYRIGHT** - the Act on Copyright and Related Rights of February 4, 1994 (Journal of Laws No. 24, Item 83, as amended).
 - f. **TERMS AND CONDITIONS** - these Terms and Conditions of the Website.
 - g. **WEBSITE, SERVICE, EQUIAGENT.COM** – the Service Provider's Website available under the Internet address <https://equiagent.com/>.
 - h. **ELECTRONIC SERVICE** - a service provided electronically by the Service Provider to the Customer via the Website in accordance with the Regulations.
 - i. **CUSTOMER** - (1) a natural person with full legal capacity; (2) legal entity; or (3) an organizational unit without legal personality, which the law grants legal capacity, using or intending to use the Electronic Services available at Equiagent.com.

- j. **SERVICE PROVIDER** - Beata Szumińska, who runs a business under the name **BEATA SZUMIŃSKA**, entered into the Central Register and Information on Economic Activity of the Republic of Poland kept by the minister competent for economy, having: address of the place of business: Mazowiecka 79 Street, 05-502 Bobrowiec, address for service: Obrzeźna Street 1/175 02-691 Warsaw, VAT Identification No. (NIP) 1231266230, REGON No. 145919972, e-mail address: equiagent@wp.pl.
- k. **CONSUMER RIGHTS ACT, ACT** - the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, Item 827, as amended).
- l. **SEARCH ENGINE** - a free Electronic Service, a search engine available for all Website Users on the Website, making it possible to search Advertisements posted on said Website.

3) GENERAL TERMS AND CONDITIONS FOR USING EQUIAGENT.COM

1. Equiagent.com was created to make it easier for Customers to post, view and search Advertisements regarding the sale or lease of horses.
2. Advertisements on the Website are for information purposes only and do not constitute an offer within the meaning of Art. 66 § 1 of the Civil Code. In order to conclude the agreement being the subject of the Advertisement, it is always necessary to contact a Customer - the Advertiser via the Chat or outside the Website and determine the details by interested parties. The Website Owner is not the author of advertisements; these are posted on the Website by its Customers. The Website also does not enable its Customers to conclude through it the agreement that is the subject of the Advertisement.
3. The Customer is obliged to use the Website in a manner consistent with the law and decency, having regard to respect for personal rights as well as copyrights and intellectual property of the Service Provider and third parties. The Customer is obliged to enter data consistent with the facts. **The Customer is prohibited from providing illegal content.**
4. Technical requirements necessary to cooperate with the ICT system used by the Service Provider: (1) computer, laptop or other multimedia device with Internet access; (2) access to electronic mail; (3) web browser: Mozilla Firefox version 17.0 and newer or Internet Explorer version 10.0 and newer, Opera version 12.0 and newer, Google Chrome version 23.0. and newer, Safari version 5.0 and newer, Microsoft Edge version 25.10586.0.0 and newer; (4) recommended minimum screen resolution: 320x320; (5) enabling cookies and JavaScript support in the web browser.
5. The administrator of personal data processed on the Website in connection with the implementation of the provisions of these Terms and Conditions is the Service Provider. Personal data is processed for the purposes indicated in the **Privacy Policy** published on the Website, as well as for a period of time and according to the basis and principles included therein. The Privacy Policy contains primarily rules regarding the processing of personal data by the Administrator on the Website, including the basics, purposes and period of personal data processing as well as rights of data subjects, information on the use of cookies files and analytical tools on the Website. Using the Website is fully voluntary. Similarly, the provision of personal data by the user of the Website is voluntary, subject to the exceptions indicated in the Privacy Policy (conclusion of the agreement and statutory obligations of the Service Provider).
6. The service provider complies with Art. 14(1) of the Act on Providing Services by Electronic Means of July 18, 2002 (Journal of Laws 2002 No. 144, Item 1204, as amended) according to which: *the responsibility for the stored data shall not be borne by the person, who, making the resources of a teleinformation system available for the purpose of the data storage by a service recipient, is not aware of unlawful nature of the data or the activity related to them, and in case of having been informed or having received a message on unlawful nature of the data or the activity related to them, makes immediately the access to the data impossible.*

4) USE OF ELECTRONIC SERVICES BY THE CUSTOMER

1. Any Customer may use the Website on the conditions set out in the Terms and Conditions.
2. The Customer may use the following Electronic Services on the Website:
 - a. **User's account;**
 - b. **Search Engine;**
 - c. **Chat.**
3. A detailed description of the Electronic Services and their operating principles is available on the Website.
4. The Service Provider is obliged to provide Electronic Services without defects.
5. The use of available Electronic Services is, as a rule, free of charge, except for those functionalities for which the payment requirement has been expressly reserved.

6. Using the Account is possible after completing a total of three consecutive steps by the Customer - (1) completing the registration form, (2) clicking the action field and (3) confirming the desire to create an Account by clicking on the confirmation link sent automatically to the email address provided by the user. In the registration form, the Customer must provide the following data: name and surname, username, e-mail address and password.
7. The Customer has the option, at any time and without giving a reason, to delete the Account (resignation from the Account) by sending an appropriate request to the Service Provider, in particular via e-mail to the following address: equiagent@wp.pl.
8. The Service Provider reserves the right to suspend the Customer's Account in the following cases:
 - a. if the Customer, despite being summoned by the Service Provider with a reason, is in breach of these Terms and Conditions;
 - b. when the Customer, despite a request from the Service Provider, provides illegal content as well as content of an advertising or commercial nature as part of the Advertisement, encouraging the use of websites or entities competing with the Website, including website addresses, names and logos of such websites or entities;
 - c. when the actions of a given Customer, despite a request from the Service Provider, stating the reason, infringe the reputation of the Service Provider or the Website.
9. Account suspension may take place for an indefinite or definite period of time indicated by the Service Provider. During suspension of the Account, it is not possible to issue new Advertisements. Suspension of the Account may also result in withdrawal of all Advertisements issued through it. During the suspension of the Account, the Customer is obliged to take measures to remove the reasons for its suspension, and after their removal - is obliged to immediately inform the Service Provider. The Service Provider restores the Account immediately after the reason for its suspension has ceased, not later than within 10 Business Days.
10. The Service Provider, if the Account is suspended for more than 30 calendar days and the reasons for its suspension have not ceased, have the right to terminate the Customer's agreement for the use of Electronic Services with a 7-day notice period.
11. The Service Provider reserves the right to call the Customer to change or remove content posted by the Customer on the Website (providing the reason), if it violates these Terms and Conditions, in the event of unsuccessful request to remove this content. The Service Provider also reserves the right to request the Seller to change the photos included in the Advertisement, if they do not meet the aesthetic requirements of the Website.
12. **The use of the Search Engine** begins when the Customer goes to the Website home page, enters or clicks the search phrase and clicks the action field. The Customer may also use the categories, filters and search options available in the Search Engine. The use of the Search Engine is one-off and shall be terminated after using it.
13. **The use of the Chat** begins after (1) completing the inquiry form available on the page of a given Advertisement and (2) clicking on the action field on the Website. It is only necessary for the Customer to provide the content of the query addressed to the Advertisement Poster. The Electronic Chat service allows conversations regarding the Advertisement between the Customer who is the author of the Advertisement and the Customer interested in the given Advertisement.
14. The Electronic Chat service is provided free of charge, is of a one-off nature and terminates at the end of the conversation through it or upon earlier discontinuation of the inquiry or conducting conversation through it by the Customer.

5) CONDITIONS FOR PLACING AN ADVERTISEMENT

1. One of the possibilities of the User's Account on the Website is to place an Advertisement, which will then be visible on the Website for all its visitors. Placing an Advertisement is possible by using the form available on the Website under the **"Add Advertisement"** button - it is possible to complete an Advertisement after logging into User's Account on the Website. Depending on the type of the Advertisement, it is required to provide the data indicated in the form as mandatory and to click on the **"Save"** field. The Advertisement is posted on the Website immediately, but no later than within 24 hours of clicking on the action field.
2. Placing an Advertisement is free.
3. The Customer who places the Advertisement is obliged to publish only true, reliable and not misleading information on the Website.
4. The Customer placing the Advertisement is obliged to place information consistent with the facts, clear, understandable, reliable and not misleading information regarding the subject and conditions of the Advertisement. Placing an Advertisement may not violate the provisions of generally applicable law or the rights of third parties. The advertisement should reflect the actual intention of the Customer. The

advertisement, its subject and content should comply with the law and decency, in particular with regard to respect for personal rights as well as copyrights and intellectual property of the Service Provider, other Customers and third parties.

5. The Customer is obliged to place Advertisements with content corresponding to the subject of the Website and in the appropriate category for a given type of Advertisement as well as in Polish.
6. The Customer is obliged not to publish **unlawful content as well as advertising** or commercial information encouraging the use of websites competing with the Website, including website addresses, names and logos of such Services as part of the Advertisement (including photos).

6) CONTACT WITH EQUIAGENT.COM

The main form of ongoing remote communication with the Service Provider is electronic mail (e-mail: equiagent@wp.pl), through which information about using Equiagent.com can be exchanged with us. Customers may also contact us in other legally permissible ways.

7) COMPLAINTS ABOUT EQUIAGENT.COM

1. Complaints related to the operation of the Website may be submitted, for example, via e-mail to the following address: equiagent@wp.pl or in writing to the following address: Obrzeźna 1/175 Street 02-691 Warsaw.
2. We recommend providing a complaint with the following description of: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of irregularities; (2) your requests; and (3) contact details of the person submitting the complaint - this will facilitate and accelerate the processing of the complaint by the Service Provider. The requirements provided in the previous sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.
3. We will respond to your complaint immediately, no later than within 14 calendar days of submission. In the case of consumers, failure to respond within the above deadline means that the Service Provider considered the complaint justified.

8) WITHDRAWAL FROM THE AGREEMENT

1. This section of the Terms and Conditions applies only to Customers who are consumers.
2. The right to withdraw from a distance agreement is not granted to the consumer with respect to agreements: (1) on the provision of services, if the Service Provider has fully performed the service with the express consent of the consumer, who was informed before the start of the service that after the performance of the service by the Seller, they shall lose the right to withdraw from the agreement; (2) on the supply of digital content that is not saved on a tangible medium, if the performance of the service began with the express consent of the consumer before the deadline to withdraw from the agreement and after informing him by the Seller about the loss of the right to withdraw from the agreement.
3. Subject to Point 8 Clause 2 of the Terms and Conditions, a consumer who has concluded a distance agreement may within 14 calendar days withdraw from it without giving a reason and without incurring costs. In the case of a service whose performance - at the express request of the consumer - began before the deadline to withdraw from the agreement, the consumer who exercises the right to withdraw from the agreement after making such a request is required to pay for the services fulfilled until the withdrawal from the agreement. The amount of payment is calculated in proportion to the scope of the service rendered, taking into account the price or remuneration agreed in the agreement. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the service provided.
4. To meet the deadline for withdrawing from the agreement, it is enough to send a statement before its expiry. A declaration of withdrawal from the agreement may be submitted, for example: in writing to the address: Obrzeźna 1/175 Street 02-691, Warsaw, or in electronic form via e-mail to the following address: equiagent@wp.pl.
5. The period for withdrawing from the agreement begins for the agreement under which the Service Provider issues the item, being obliged to transfer its ownership - from taking possession of the item by the consumer or a third party indicated by him/her other than the carrier, in the case of an agreement that: (1) includes many items that are delivered separately, in batches or in parts - from taking possession of the last item, batch or part, or (2) involves regular delivery of goods for a fixed period - from taking

possession of the first item. For other agreements, the withdrawal period begins from the date of the agreement.

9) EXTRAJUDICIAL WAYS OF EXAMINING COMPLAINTS, INVESTIGATING CLAIMS AND RULES OF ACCESS TO THESE PROCEDURES

1. This section of the Terms and Conditions applies only to Customers who are consumers.
2. Detailed information on the possibility for the Customer who is a consumer to use extrajudicial methods of dealing with complaints and redress as well as the rules for accessing these procedures are available on the website of the Office of Competition and Consumer Protection at: https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php
3. There is also a contact point at the President of the Office for Competition and Consumer Protection (phone: 22 55 60 333, e-mail: kontakt.adr@uokik.gov.pl or in writing: Plac Powstańców Warszawy 1, Warsaw), whose tasks include assisting consumers in matters relating to the out-of-court resolution of consumer disputes.
4. The consumer has for example the following options for using out-of-court complaint handling and redress: (1) a request to settle the dispute to a permanent amicable consumer court (for more information, please visit: <http://www.spsk.wiih.org.pl/>); (2) a request for out-of-court resolution of the dispute to the voivodeship inspector of the Trade Inspection (more information on the website of the inspector competent for the place of business of the Service Provider); and (3) assistance from the powiat (municipal) consumer ombudsman or social organization whose statutory tasks include consumer protection (including the Consumer Federation, the Association of Polish Consumers). Advice is provided, among others, by e-mail atady@dlakonsumentow.pl and at the consumer helpline number 801 440 220 (hotline open on Business Days between 8:00 AM and 06:00 PM, connection fee according to the operator's tariff).
5. At <http://ec.europa.eu/consumers/odr> there is a platform available for on-line dispute resolution between consumers and entrepreneurs at EU level (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an on-line sales contract or service contract (more information on the platform's website or at the Office of Competition and Consumer Protection's website : https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php).

10) PROVISIONS CONCERNING ENTREPRENEURS

1. This section of the Terms and Conditions applies only to Customers who are not consumers.
2. The Service Provider is entitled to remove content posted by the Customer who is not a consumer on the Website, if they find it incompatible with the subject of the Website, false, unreliable, indecent, offensive or violating the rights of third parties.
3. The resignation of the Customer who is not a consumer from using the paid functionalities of the Website during their duration does not entitle them to a refund for the remaining period of their duration.
4. The Service Provider has the right to withdraw from the contract for the provision of Electronic Services concluded with the Customer who is not a consumer within 14 calendar days from the date of its conclusion. Withdrawal from the agreement in this case may occur without giving a reason and does not give the Customer who is not a consumer any claims against the Service Provider.
5. The Service Provider may terminate contract for the provision of Electronic Services with the Customer who is not a consumer with immediate effect and without indicating the reasons by sending an appropriate statement to such a Customer.
6. The Service Provider is entitled at any time to take actions to verify the accuracy, reliability and preciseness of the information provided by the Customer who is not a consumer. As part of the verification, the Service Provider is entitled, among others, to request from the Customer who is not a consumer a scan of his certificates, attestations or other documents necessary for verification. During the verification referred to in the previous sentence, the Service Provider is entitled to suspend the Account of the Customer who is not a consumer for the duration of the verification.
7. The Service Provider is liable to the Customer who is not a consumer, regardless of its legal basis, only up to the amount of the recently paid fee for using the Website, and in the absence of it up to PLN 1,000.00 (one thousand). The Service Provider is liable to the Customer who is not a consumer only for typical and actually incurred damages foreseeable at the time of conclusion of the contract, excluding lost profits.

8. The Service Provider is not liable to the Customer who is not a consumer for damages and failure to fulfil obligations resulting from force majeure or any other reasons beyond the control of the Service Provider.

11) COPYRIGHT

1. Copyright and intellectual property rights to the Website as a whole and its individual elements, including content, graphics, works, designs and characters available within it belong to the Service Provider or other authorized third parties and are protected by Copyright and other generally applicable provisions rights. The protection granted to the Website covers all forms of their expression.
2. Trademarks of the Service Provider and third parties should be used in accordance with applicable law.

12) FINAL PROVISIONS

1. Agreements concluded through Equiagent.com are concluded in accordance with Polish law and in Polish.
2. Amendments to the Terms and Conditions - the Service Provider reserves the right to amend the Terms and Conditions for important reasons, that is: changes in law; adding new Electronic Services; introduction of payment for using the Website's functionality, adding new forms of payment - to the extent that these changes affect the implementation of the provisions of these Terms and Conditions. The amended Terms and Conditions bind the Customer if the requirements specified in art. 384 and 384[1] of the Civil Code are fulfilled, i.e. it has been properly notified of the changes and has not terminated the contract within 14 calendar days of the date of notification. In the event that a change in the Terms and Conditions results in the introduction of any new fees or increase in existing fees, the Customer who is a consumer has the right to withdraw from the contract.
3. In matters not covered by these Terms and Conditions, generally applicable provisions of Polish law shall apply, in particular: of the Civil Code; the Act on Providing Services by Electronic Means of July 18, 2002 (Journal of Laws 2002 No. 144, Item 1204, as amended); Consumer Rights Act and other relevant provisions of applicable law.

Thank you for careful reading!

If you have questions, we are always at your disposal - please contact us.

We are looking forward to working with you,

The Equiagent.com team