

TERMS AND CONDITIONS OF THE WEBSITE TUNING FILES

I. GENERAL PROVISIONS

1. These Regulations define the general conditions, rules and manner of providing Services electronically, via the Website at tuning-files.org (hereinafter referred to as: "Website", "Website") and the Tuning Internet application available on the Website. Files (hereinafter: "Web Application", "Application" or "Tuning Files").
2. The website is run by Grzegorz Kondzior running a business under AGROTRONIC GRZEGORZ KONDZIOR, entered into the Register of Entrepreneurs of the Central Register and Information on Economic Activity kept by the Minister of Development, at the address: Księżyno, ul. Niewodcka 26, 16-001 Kleosin, NIP: 9661786893, REGON: 200444890, hereinafter referred to as the Service Provider.
3. Contact with the Service Provider takes place via e-mail at the address: orders@tuning-files.org and by phone at the number: +48 666 300 800.
4. These Regulations are continuously and free of charge made available by the Service Provider on the Website, in a way that allows Users to obtain, reproduce and record its content by printing or saving it on a carrier at any time using the IT system used by the User.
5. All rights to the Website and the Internet Application, including proprietary copyrights, intellectual property rights to its name, Website domain, as well as to forms, logos and all content published and made available as part of the Website and Application, belong to the Service Provider, and of them may only take place in the manner specified and in accordance with the Regulations.
6. The Service Provider reserves the right to place on the Website advertising content regarding the services offered, as well as goods and services of third parties, in the forms used on the Internet. The use of such offers or services is determined by the relevant third parties and is not part of the Website.
7. The Service Provider informs that the use of services provided electronically may be associated with a threat on the part of every Internet user, consisting in the possibility of introducing harmful software to the User's ICT system and obtaining and modifying his data by unauthorized persons. In order to avoid the risk of the above-mentioned threats, the User should use appropriate technical measures to minimize their occurrence, in particular anti-virus programs and a firewall.
8. The rules for the provision of other Services by the Service Provider, including paid Services, may be specified in separate, additional regulations.

II. DEFINITIONS

Terms used in this document have the following meanings:

Internet application - software available as part of the Website, created by the Service Provider and made available to Users via the Website, enabling the use of the Services, on the terms set out in these Regulations and after logging into the Account;

User - a natural person with full legal capacity, a natural person conducting business activity, a legal person or an organizational unit without legal personality that may use the Website, Application, Services and all functionalities available within it, in accordance with the specificity and nature of the Website ;

Consumer - a User who is a consumer within the meaning of art. 22[1] of the Civil Code;

Entrepreneur - a User who is an entrepreneur within the meaning of art. 43[1] of the Civil Code;

Dealer - a User who is an Entrepreneur, cooperating with the Service Provider on separate terms set out in these Regulations;

Account - a part of the Website assigned to a given User, through which the User can perform specific activities, including in particular the use of the Application and the Services available within it. The Account presents a list of settlements, including the balance of Credit Packages and the status of the Services;

Order - the User's declaration of will, aimed directly at concluding a contract for the provision of a paid Service selected by the User (hereinafter referred to as the "Agreement") or the purchase of Credit Packages - in accordance with the information presented in the Application;

Services - services provided by the Service Provider to Users electronically within the meaning of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, as amended);

Paid service - a service consisting in configuration, modification, deactivation, change, repair or other operation performed on the Data File sent to the Application by the User, in accordance with the information presented in the Application. All operations and modifications on the Data File referred to in the previous sentence are made at the individual request of the User by the Service Provider and to the extent indicated by him;

Data file - sent by the File User k of the "flash" type, the owner or authorized to dispose of and dispose of it is the User, which is to be modified or otherwise changed as part of the Paid Service;

Credit package - a package of points (hereinafter referred to as "Credits") that the User may exchange in order to use the Paid Services available in the Application, on the terms set out in these Regulations;

Price list - prices set by the Service Provider for Paid Services available through the Application. The prices presented in the Price List are gross prices. In relation to Entrepreneurs, the Service Provider may use net prices;

Consumer Rights Act - Act of 30 May 2014 on consumer rights (Journal of Laws 2014, No. 827);

Act on the provision of electronic services - the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, as amended);

Civil Code - Act of April 23, 1964 (Journal of Laws No. 16, item 93, as amended);

Regulations - this document.

III. TERMS OF USE OF THE WEBSITE

1. The resources of the Website may be used only on the terms and to the extent specified in the Regulations and in accordance with the provisions of applicable law.
2. Minimum technical requirements enabling the use of the Website and Application resources:
 - a device with Internet access,
 - for access to e-mail,
 - the latest version of the web browser with enabled cookies and Java Script,
 - a program that allows unpacking documents - of the .rar and zip type as well as "flash" files and binary files when using the Application.
3. It is forbidden for the User to use the Website, Application or Services in a way that violates the law, decency, personal rights of third parties or legitimate interests of the Service Provider, in particular the provision of unlawful content.
4. The Service Provider does not consent to the use of the resources and functions of the Application, Website and Services for the purpose of conducting activities by the User that would infringe the interests of the Service Provider, violate the provisions of generally applicable law or good manners.
5. Users are obliged in particular to:
 - a. use the Website and the Application in a way that does not interfere with their functioning,
 - b. use the Website and the Application in a way that is not inconvenient for other Users and the Service Provider, respecting the personal rights of third parties (including the right to privacy) and any other rights they are entitled to,
 - c. use any information and materials made available through the Website and the Application

only within the scope of permitted use.

6. Any information provided by the User to the Service Provider, including information provided as part of using the Website and the Application, may not be unlawful, including may not infringe the rights of third parties.

IV. SERVICES

1. The Services are provided on the terms set out in this document.
2. The Service Provider enables the use of the following Services via the Website:
 - a. browsing information available on the Website,
 - b. setting up and maintaining an Account,
 - c. registering and storing Credit Packages within the Account,
 - d. providing an interactive form enabling Users to place an Order,
 - e. providing a contact form to send a message to the Service Provider.
3. The conditions for concluding and terminating contracts for the provision of Services are indicated in these Regulations.
4. Services indicated under point 2 pt. c and d are available only within the Application, after logging into the Account.
5. The contract for the provision of the Service consisting in viewing the information posted on the Website is concluded for a definite period of time and terminates when the User closes the Website page.
6. The Account maintenance service is available after registration. Registration takes place by completing and accepting the registration form available on the Website.
7. The account contains the User's data provided during registration. In the event of any changes to the data contained in the Account, the User is obliged to immediately update them using the functionalities available on the Website.
8. The Agreement for the provision of the Service consisting in maintaining a User Account is concluded for an indefinite period and terminates when the User sends a registered request to delete the Account or the User deletes the Account on his own.
9. The User may not have more than one Account assigned to one e-mail address. The User is not allowed to use the Accounts of other Users and make the Account available to other people, including revealing the password to access the Account.
10. The service of storing credit packages within the Account is concluded for a definite period of time and is terminated on the terms set out in point VI of the Regulations.
11. Service from awiec allows the Users, using the functionalities available within the Application, to place an Order.
12. In order to place the Order referred to in point 11 above, the User completes the electronic Order form available in the Application. The terms and conditions for placing an Order and its implementation are indicated in point V and VI of these Regulations.
13. The Service Provider provides a contact form on the Website that allows sending messages to

the Service Provider. The contact form service is provided to the User for a specified period of time, until the User sends a message or closes the form page.

14. The User may establish individual rules for the provision of Services with the Service Provider.
15. The consumer, within 14 days from the date of concluding the contract for the provision of the Services referred to above, may withdraw from it without giving any reason by submitting an appropriate statement to the Service Provider, the template of which is attached as Appendix 1 to the Regulations, as well as by deleting the Account, provided that at the time conclusion of the Agreement for the provision of the Service did not consent to the performance of the service before the deadline to withdraw from the Agreement.
16. The service referred to in point 2 lit. c above, is available immediately after its Order, after the Consumer has expressed consent to start providing this Service before the deadline for withdrawing from the contract, which will result, in accordance with the Act on consumer rights, in the loss of the right to withdraw from the contract.

V. ORDER OF PAID SERVICES

1. Each User with an Account may place an Order for Paid Services presented within the Application. Information about the possibility of placing an Order for Paid Services constitutes an invitation to conclude an Agreement within the meaning of Art. 71 of the Civil Code.
2. In order to place an Order, the User should complete the interactive Order form and follow the instructions displayed in the Application.
3. The order is submitted to the Service Provider by the User in electronic form and constitutes an offer to conclude the Agreement being the subject of the Order. An offer submitted in electronic form is binding for the User if the Service Provider sends a confirmation of acceptance of the Order for execution to the e-mail address provided by the User, which constitutes the Service Provider's declaration of acceptance of the User's offer and upon its receipt by the User, the Agreement for the provision of the Ordered Paid Service is concluded.
4. After concluding the Agreement, the Service Provider confirms its terms and conditions to the User by sending them to the e-mail address.
5. Activities aimed at concluding the Agreement, and in particular placing an Order, may only be performed by persons duly authorized to act on behalf of the Entrepreneur.
6. The Service Provider reserves the right to refuse to execute the Order in relation to Entrepreneurs.
7. The paid Service ordered and commissioned by the User should not be aimed at violating, circumventing or otherwise breaking the warranty rules of software producers, standards and restrictions contained in such regulations and in the provisions of generally applicable law, including European Union law. You should also not use Data Files in such a way or for such purpose.
8. Paid services are provided according to the specifications provided by the User and serve to satisfy his individual needs, therefore the right to withdraw from the Agreement referred to in

the Act on consumer rights, in accordance with art. 38 of the said Act is not entitled.

VI. PAYMENTS AND REALIZATION OF PAID SERVICE

1. The prices of Paid Services are presented in the Price List constituting Appendix 2 to the Regulations and constitute an integral part of the Regulations and the Agreement.
2. Payment for the Order of Paid Services consists in the purchase of a Package of credits, which can then be used to cover the cost of the Paid Service.
3. Ordering Credit Packages is done on the same terms as Ordering Paid Services. The User is guided by the messages displayed when placing the Order and completes the data indicated as mandatory.
4. Credit Packages are purchased in advance, in the number declared by the User. On the Application Pages, the legislator informs the User about the cost of individual Credits and the possible minimum number of Credits that can be purchased at a time.
5. The credit package may be used in the Application only during its validity period. The expiry date of the Credit Package is indicated each time in the Package description and in the Credit Package Order confirmation.
6. The credit package cannot be exchanged for cash.
7. The Service Provider is entitled to refuse to implement the Credit Package if its validity period is exceeded or the Package is used contrary to the Regulations.
8. The Service Provider commences the performance of the Paid Service immediately after the conclusion of the Agreement.
9. In the event of a need to clarify or supplement the data necessary for the implementation of the Paid Service, Services the provider will ask the User to provide the missing data or information by contacting them by e-mail or by phone, to the address or telephone number provided when placing the Order. In this case, the implementation of a given Service paid is dependent on the User providing the missing data or information, and the deadline for implementation does not run until the Service Provider obtains the missing information.
10. The Service Provider, when providing the Paid Service, acts on an individual request and according to the User's guidelines and performs only internal modification of the Data Files, without interfering with external software or systems used by the User, and it is not possible to interfere with the User's use of the Data File. Therefore, the Service Provider recommends that the User read the guarantees, instructions or rules regarding standards and safeguards.
11. The User makes payments for Credit Packages via the electronic payment system integrated with the Application.
12. The Service Provider activates the Credits no later than within 3 days from the date of receipt of information from the electronic payment operator about receipt of the User's payment. Active Credit Packages are visible in the User Account.
13. From the moment the Package of credits appears as active in the User's Account, referred to in point 12 above, the User may make payments for paid Services through them.

14. The Service Provider proceeds to perform the Ordered Paid Service immediately, but not later than on the date indicated in the Application and in the Order confirmation.
15. After preparing the Paid Service Ordered by the User, the Service Provider places the changed Data File in the User Account. The User, in accordance with the Account settings selected by him, may receive an e-mail notification about the completion of the Paid Service ordered by him and placing the Data File in the Account. The User receives access to the Data File and can download it to his device only after paying for the Order.
16. The data file is available as part of the Account for 24 months from placing the Order or until the Account is deleted on the terms set out in these Regulations.
17. The User is obliged to make the payment for the Ordered Paid Service within 3 days from the conclusion of the Agreement and in the manner indicated in these Regulations. In the event of a delay in payment referred to in the previous sentence, the Service Provider is entitled to statutory interest for the delay. In the case of Users who are Entrepreneurs, the Service Provider charges interest for delays in commercial transactions.
18. In the event of a delay in the payment referred to in point 17 above, may request the User to pay with an additional deadline. After the ineffective expiry of the deadline, the Service Provider may withdraw from the Agreement.
19. If the User's Order is implemented in parts, if it results from the Service Provider's statement, the withdrawal referred to in point 18 above, may only have effect in relation to that part of the Service that has not yet been performed, in particular, to Data Files that have not yet been downloaded by the User from the Account.
20. The Service Provider may agree with the Users individual rules for the provision of Paid Services, in particular other methods of payment for the Service, including cash payment and payment after downloading the Data File covered by the Paid Service. Such individual arrangements then take precedence over the provisions of the Regulations and are part of the Agreement.
21. The Service Provider may conduct occasional promotions and discount campaigns, including granting discounts on Services. Information about this will be provided each time in the Price List.

VII. PROVISIONS RELATING TO ENTREPRENEURS

1. The Service Provider enables Entrepreneurs to access the Services provided on the Website and in the Application on preferential terms and individually negotiated terms, including special price discounts, the possibility of renting devices or sharing software.
2. In order to start cooperation on preferential terms referred to in point 1 above, the Entrepreneur should apply for the Dealer status.
3. In order to obtain the status of a Dealer, the Entrepreneur contacts the Service Provider at the address indicated in point and the rules of the way.
4. The condition for obtaining and maintaining the status of a Dealer is:

- a. Placing at least 5 (five) Orders for Paid Services in each calendar month, or
 - b. fulfillment of minimum program conditions, including the use of one of the devices indicated by the Service Provider. The list of acceptable devices can be found on the Website's website.
5. As part of the Services provided for Dealers, the Service Provider may also present information about cooperation with them, including presenting information on the Website about the Dealer's company name, address, contact details or services provided by the Dealer. or products sold. By accepting these Regulations, the Entrepreneur agrees to the presentation of the information referred to in the previous sentence, from the moment of registration in the Application.
 6. The Entrepreneur agrees to the dissemination of his image included in the Application or provided in materials, correspondence or other content provided to the Service Provider in connection with the provision of Services.
 7. The entrepreneur agrees to the use of his image by the Service Provider, in particular by making it publicly available, for the purpose of providing Services by the Service Provider and providing the functionality of the Website and the Application.
 8. The consent expressed by the Entrepreneur applies to the use of the image also in materials used to popularize activities in the field of the Service Provider's activity and the implementation of marketing campaigns by disseminating the image in electronic media, in particular in social networks and their subpages, the Website and its subpages for an indefinite period (until further notice).
 9. The Entrepreneur agrees to recording, trading in media on which the image has been recorded, or other content or photos, and to their reproduction with all currently available techniques and methods, dissemination and publication, in accordance with point 6-8, if the above activities are related to the activities of the Service Provider and will not be detrimental to the interests of the Entrepreneur.
 10. The entrepreneur grants the above consent free of charge.
 11. By posting on the Website, Application or any transfer to the Service Provider, including in particular as part of the provision of Services, including Services for Dealers, any photos, graphics, logos, descriptions, Data files and other content, the Entrepreneur grants the Service Provider a free and non-exclusive license together with the right to grant sublicenses to publish them on the Website, Application, social networks, applications, widgets or other channels of the Service Provider without time and territory limits.
 12. The Entrepreneur grants the Service Provider the license referred to in par. 11 above in the following fields of operation:
 - a. exploitation in whole or in part on the on-line network, including entering into computer memory and/or dissemination in a multimedia network, including the Internet and/or making available in digital form in an unlimited number of broadcasts and volumes,
 - b. use on websites and Internet domains,
 - c. use in any form for the purposes of advertising or promotion,

- d. public display,
 - e. making them publicly available in such a way that everyone can access them at a place and time of their choice (including on the Internet).
13. In the event of claims by any entity regarding the infringement of any rights to the content or image provided by the Entrepreneur to the Service Provider, the Entrepreneur is obliged to submit an appropriate written statement releasing the Service Provider from liability in this respect, and if necessary, join the case in place of the Service Provider or as a side intervener . In the case referred to in the previous sentence, the Entrepreneur also undertakes to reimburse, at the first request of the Service Provider, all expenses incurred by him related to court proceedings, including the costs of legal representation, legal advice as well as damages awarded or agreed upon.

VIII. RIGHTS AND OBLIGATIONS OF USERS

1. Each Website and Application User is obliged to:
 - a. use them in a manner consistent with the law, decency, and the provisions of the Regulations, bearing in mind respect for personal rights and intellectual property rights of third parties,
 - b. enter data on the Website and in the Application that are consistent with the facts and inform immediately about any changes regarding the data provided to the Service Provider.
 - c. not to use devices, software and methods that may interfere with the operation of the Website or Application,
 - d. not to provide illegal content.
2. The User may not conduct activities aimed at charging the inboxes of other Users or the Service Provider, and in particular it is not allowed to send advertising messages.
3. The User who is a Consumer has e.g. the following possibilities of using out-of-court methods of dealing with complaints and pursuing claims:
 - a. is entitled to apply to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the User and the Service Provider.
 - b. The consumer may also submit a complaint via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>. Information on how to access the above. the mode and procedures for settling disputes, can be found at the following address: www.uokik.gov.pl in the "Settlement of consumer disputes" tab.

IX. RESPONSIBILITY

1. Sole Source The obligations of the Service Provider are these Regulations and the mandatory provisions of law.
2. The manner of using the Services available on the Website and the Application by Users and the nature and scope of Users' orders as part of paid Services should not violate generally

applicable laws, standards, technical requirements, permits, guarantees, instructions or other types of regulations. The Service Provider does not agree to the use of the Services provided by him for a purpose that would violate such regulations.

3. The Service Provider's liability towards Entrepreneurs is excluded within the limits permitted by the provisions of generally applicable law.
4. The Service Provider and the Entrepreneur jointly exclude the Service Provider's liability for lost profits. The Service Provider's liability is limited to PLN 1,000 (one thousand).
5. The Entrepreneur is not entitled to any claims against the Service Provider for third party claims arising from the use of Data Files and the use of the Services.
6. The Service Provider is entitled to interruptions or disruptions in the provision of electronic services and in the provision of the Website and the Internet Application in relation to Entrepreneurs, if the reason is: modification, modernization, expansion or maintenance of the Service Provider's ICT system or software, actions or omissions of third parties (independent actions from the Service Provider) or force majeure.

X. TERMINATION OF THE AGREEMENT

1. In the event of a breach by the User of the provisions of these Regulations, the Service Provider may terminate the Agreement for the provision of Services available on the Website and the Application with a 14-day notice period after an ineffective request to cease or remove the violations with an appropriate deadline.
2. The Service Provider has the right to suspend the provision of Services, including in particular the Services provided as part of the Application and block access to the Application in the event of:
 - a. suspecting that the User violates the Regulations or the provisions of generally applicable law or principles of good practice,
 - b. arrears in payment for the Ordered Paid Service of at least 120 days or the equivalent of PLN 3,000.00 (three thousand) zlotys,
 - c. when the User's actions or omissions have a negative impact on the Service Provider's activities, including harming its reputation or otherwise damaging the Service Provider.
3. In the cases referred to in point 2 above, the Service Provider may terminate the Agreement for the provision of Services, after the prior ineffective expiry of the deadline indicated in the notice to cease violations.
4. In the cases of termination of the Agreement referred to above, the Service Provider immediately deletes the User Account.
5. In the case of Users who are Consumers who have ordered Paid Services or have unused Credit Packages - the payment made by them is returned in proportion to the unused Service.
7. Payments made by Entrepreneurs are non-refundable.

XI. CONFIDENTIALITY

The User who is an Entrepreneur undertakes to keep secret the content of the Agreement and information obtained about the Service Provider and its activities in connection with the concluded Agreement and the Service provided, also after its completion. The Entrepreneur is released from this obligation only by the written consent of the Service Provider, a request to disclose information from authorized authorities and government or local government administration bodies and prior publication of information in the media by the Service Provider or entities authorized by him.

XII. COMPLAINTS

1. The User may submit complaints regarding the Services provided as part of the Website and the Application, in particular their non-performance or improper performance.
2. Complaints may be submitted in writing, in the form of a registered letter, to the following address: AGROTRONIC GRZEGORZ KONDZIOR, Księżyno, ul. Niewodcka 26, 16-001 Kleosin, or by sending an electronic message to the following e-mail address: orders@tuning-files.org.
3. The complaint should contain the name of the person filing the complaint (name and surname or company name, address of residence or registered office, e-mail address) and a description of the event giving rise to the complaint.
4. The Service Provider undertakes to consider each complaint within 30 days, and if it was not possible, to inform the User within this period when the complaint will be considered. In the event of deficiencies in the complaint, the Service Provider will request the User to supplement it to the extent necessary within 7 days from the date of receipt of the request by the User.

XIII. PERSONAL DATA PROTECTION

The personal data provided by the Users is collected and processed by the Service Provider in accordance with applicable law and in accordance with the Privacy Policy, which constitutes Appendix 3 to the Regulations.

XIV. FINAL PROVISIONS

1. The sole source of the Service Provider's obligations is these Regulations and the mandatory provisions of law.
2. The Regulations are available in Polish.
3. Reproduction or publication of these Regulations or parts thereof without the written consent of the Service Provider is prohibited.
4. Unless the mandatory provisions of law provide otherwise, the law applicable to the resolution of any disputes arising on the basis of these Regulations is Polish law.
5. Settlement of any disputes arising between the Service Provider and the User who is a Consumer is submitted to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure.
6. Settlement of any disputes arising between the Service Provider and the User who is an

Entrepreneur shall be submitted to the court competent for the seat of the Service Provider.

7. In matters not covered by these Regulations, the provisions of the Civil Code, the provisions of the Act on the provision of electronic services, the provisions of the Act on consumer rights and other relevant provisions of Polish law shall apply.
8. The content of these Regulations may change. Each User who is a Consumer will be informed about any changes through information on the main page of the Website containing a list of changes and the date of their entry into force. Consumers who have an Account will be additionally informed about the changes along with their summary to the e-mail address indicated by them. The date of entry into force of the changes will not be shorter than 14 days from the date of their announcement. If the User - Consumer who has an Account does not accept the new content of the Regulations, he is obliged to notify the Service Provider of this fact by e-mail to the following address: orders@tuning-files.org, within 14 days from the date of notification of the change in the Regulations. Lack of acceptance results in termination of the contract.
9. The Service Provider may also present changes to the Regulations to Users who have an Account to read and accept when logging into the User Account. If the User does not accept the amendment to the Regulations, the contract for the provision of the Account maintenance service is terminated upon the expiry of 14 days from this refusal of acceptance, unless the User accepts it within this time.
10. In the situation referred to in point 9 above, the amended provisions of the Regulations apply to the User from the date of their acceptance.