



ONLINE
ARBITRATION
COURT

**Terms and Conditions for
Provision of Electronic
Services by**

**Online
Arbitration
S.A.**

Terms & Conditions for Provision of Electronic Services by Online Arbitration S.A.

§ 1 Defined Terms

The terms used in these Terms & Conditions have the following meanings:

- a) Administrator - the Online Arbitration S.A. company with its registered office in Wrocław, registered by the District Court for Wrocław-Fabryczna, VI Commercial Division of the National Court Register at KRS No. 0000540734, NIP No. 8971803496, share capital PLN 250,000 paid-up in full,
- b) Court - the Online Arbitration Court with its seat in Wrocław, operating at the Online Arbitration S.A. company,
- c) Application - the software available via the Internet at www.oacourt.com, used for conducting arbitration proceedings before the Court,
- d) User - the person who has concluded an Agreement for Provision of Electronic Services by the Administrator,
- e) User account - a personalized part of the Application, the access to which is password-protected. A User account may be used for performing activities in proceedings before the Court, in particular:
 - storage of the information on the initiated and finished cases, in which the User is or has been involved,
 - collection by the User of the pleadings, orders and motions delivered via the Application,
 - filing by the User of the statement of claim as well as other pleadings, orders and motions, and undertaking of other activities specified in the Arbitration Rules,
- f) Agreement - the agreement for provision of electronic services by the Administrator to the User.

§2 General Provisions

1. These Terms & Conditions specify the terms and conditions of using the Application.
2. These Terms & Conditions regulate the rights and obligations of the Administrator as the entity managing the Application, as well as the rights and obligations of the registered Application Users.

3. In order to use the Application, these Terms & Conditions as well as the Arbitration Rules, with all appendices, must be accepted.
4. These Terms & Conditions only specify the terms and conditions of using the Application. The rules of conducting proceedings before the Court are specified in the Arbitration Rules of the Online Arbitration Court.

§ 3 Conclusion of an Agreement

1. The subject of the Agreement is provision by the Administrator of the services consisting in organization of the technical aspects of arbitration proceedings before the Court, via the Application.
2. The Agreement on provision of electronic services is concluded at a distance, via the Administrator's website at www.oacourt.com through registration of a User account in the Application.
3. The Agreement may only be concluded by a person not being a consumer, as defined in the provisions of the law in effect in the European Union.

§ 4 Account Registration

1. A User account may be opened by filling in the form available in the Application.
2. In order to open a User account, the following data must be stated:
 - a) by a natural person conducting business activities: full name of business activity, tax identification number, full name, citizenship, type and number of the ID document, e-mail address, mobile phone number, address of residence,
 - b) by a legal person or an organizational unit: full name of business activity, legal form of activity, tax identification number, e-mail address, mobile phone number, registered address, as well as the data of the person entitled to represent it before the Court (full name, citizenship, type and series of ID document).
3. In order to open an account, one must also attach the electronic documents that confirm User's data indicated in section 2.
4. User's data will be processed in accordance with the rules of §10.
5. After opening an account, the User must activate it by:
 - a) clicking the verification link provided in the e-mail; and
 - b) entering a code generated by the Application and sent to the User in a text message (SMS).

In order to register an account, it must be activated correctly.

6. An account is registered against payment. The amount of the fee is regulated in Appendix No. 1 hereto – Fee Regulations.
7. The User is obliged to set a suitable access password so as to prevent unauthorized persons from access to his/her account. It is prohibited to give third parties access to one's password.
8. During registration process a unique identification number OAC ID is assigned to the User.
9. The User will receive full access to functionalities of the Application after the Court staff has verified his/her identity. The verification will be based on the documents presented by the User and by confirming his/her identity on the basis of the data from a registration fee bank transfer. The registration fee may only be paid with a bank transfer. Verification will take place within 3 workdays of the date of crediting the registration fee on the bank account of the Administrator. Activation of a verified User account will require the User to logging in the Application.

§ 5 Submission of Electronic Declarations of Will and Knowledge

1. Under a concluded Agreement, the Users, the Administrator and the Arbitrators may submit, via the Application, electronic declarations of will or knowledge associated with:
 - a) performance of the Agreement,
 - b) conduct of arbitration proceedings before the Court.
2. If provisions of the law so allow, the Administrator and the User will perform the activities and submit the declarations that require written form in the electronic form considered equivalent to the written form. The electronic means of communication specified in this paragraph constitute the sole means of communication among the User, the Court and the Administrator, unless these Terms & Conditions provide otherwise.
3. Whenever these Terms & Conditions state, that correspondence is to be sent via the Application, it will consist in sending information or documents:
 - a) to the e-mail address stated by the User in his/her account settings in the Application or
 - b) by publishing that information directly in User's view in the Application, within or outside of pending arbitration proceedings.
4. The Administrator and the Court shall not be liable for the effects of failure by User to become familiar with the documents and correspondence sent via the Application. The User is obliged to regularly check the messages sent to him/her via the Application and to regularly check his/her e-mail, including the "spam" folder. The sending by the Administrator or by the Court of electronic correspondence to the address stated by the User in his/her account settings in the Application, or publication of information

directly in User's view in the Application within or outside of a pending arbitration proceedings, will be considered effective service.

§ 6 Liability for Arbitration Proceedings

The Administrator does not influence the course of arbitration proceedings in the Application, in particular the decisions of the Arbitrators or the contents thereof. The Administrator will not be liable for the rulings issued in the course of arbitration proceedings in the Application.

§ 7 Rights, Obligations and Liability of the Administrator

1. The Administrator will exercise every effort to ensure that the Application operates smoothly and continuously. However, the Administrator will not be liable for any and all the disruptions of operation or lack of availability of the services provided by the Administrator. In the broadest admissible scope, Users release the Administrator from any liability on that account.
2. The Administrator undertakes to remove any and all the technical defects as soon as possible after having been informed of them.
3. The Administrator, including its authorities and employees, as well as the Arbitrators, will not be liable for the acts or omissions of the Application Users or of the third parties, associated with functioning of the Application, including for the access to information by third parties, in violation of the law or of these Terms & Conditions.
4. Under the law, any and all the activities aimed at hindering or destabilizing the operation of the Application constitute prohibited acts. In the case of finding that a User has performed such act, the Administrator may suspend or delete that User's account. In such a case, the pending proceedings, to which the User is a party, will be stopped, and the User will not be entitled to reimbursement of the fees paid. Furthermore, the Administrator will be entitled to undertake acts aimed at redressing the damage incurred by it or preventing damage from being incurred by the Administrator or other Users.
5. Except for damage caused by intentional activities, the User will renounce, to the highest possible degree, any and all the claims against the Administrator or the Arbitrators participating in the proceedings.
6. The Administrator provides technical support for Application Users.
7. Any and all the claims related to operation of the Application must be raised with the Administrator, and not his/her suppliers or subcontractors.

§ 8 Obligations of the User

1. The User is not be entitled to use the accounts of other Users or to allow other persons to use his/her account. Each activity performed using User's account in the Application is considered User's activity.
2. The User is obliged to log out of the Application immediately after ending using it.
3. Whenever the data, used for User registration, changes, the User is obliged to immediately report that change to the Administrator for the purpose of updating his/her data in the Application. If the User fails to follow that obligation, he/she will be liable for the resulting damage. The Administrator has the right to update User's data on his/her own initiative, if such change has been registered in public registers.

§ 9 Fees

The list of fees, their amounts, available methods and currencies of payments, and rules of fee reimbursement, are specified in Appendix No. 1 hereto – Fee Regulations.

§ 10 Personal Data and Privacy Policy

1. The Administrator processes the personal data of the Users and other persons in accordance with the law, in particular with regulation 2016/679 (EU) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (Official Journal of the European Union L No. 119.1 of 4 May 2016), applied from 25 May 2018, and under the Privacy Policy of Online Arbitration S.A. attached as Appendix No. 2 hereto.
2. The Administrator uses cookies, which means that, when using Administrator's website or the Application, small files (cookies) may be recorded and uploaded to User's device, containing the information necessary for the proper operation of the website and of the Application. Cookies may also be used for other purposes, including statistical ones. Detailed information on the manner of using cookies are specified in the Cookies Policy of Online Arbitration S.A. attached as Appendix No. 3 hereto.

§ 11 Technical Requirements

1. The User may use the Application after meeting the following minimum technical requirements:
 - a) possessing an electronic device, in particular such as a computer, a phone or another mobile device, with broadband Internet access and with an operating system

and web browser. It is recommended to use the most updated versions of web browsers.

b) possessing a set consisting of: an online video camera, a microphone and headphones or speakers,

c) installed PDF file reader.

2. During the term of the Agreement, the User must state his/her mobile phone number and e-mail address for authorization and must be available at the recently stated mobile phone number and e-mail address. Failure to state the mobile phone number or e-mail address for authorization will prevent the User from using the Application or its respective functionalities.

§ 12 Final Provisions

1. These Terms & Conditions take effect on 6th November 2018.

2. Law applicable to all matters related to use of the Application shall be the law of the Republic of Poland.

3. Any and all the disputes related to use of the Application will be resolved by the court with jurisdiction for the registered office of the Administrator.

4. The Administrator reserves the right to amend these Terms & Conditions. The Administrator will notify of amendments to these Terms & Conditions by sending an e-mail to the User's address currently stated in User's account in the Application, no later than 14 days prior to the planned date of effectiveness of the amendments to the Terms & Conditions. Prior to the proposed date of effectiveness of the amendments, the User will have been entitled to terminate the Agreement with effect from the date of the amendments to the Terms & Conditions taking effect. The services that are already being provided will continue to be provided under the Terms & Conditions in effect at the moment of start of provision thereof.

5. A change in functionalities in the Application, caused by technical development, will not result in amendment to these Terms & Conditions, unless it changes the rules of the services provided to the User under the Agreement concluded with him/her.

6. The User and the Administrator may terminate an Agreement concluded hereunder by one month's notice. For the termination to be valid, it must be submitted in the form of an e-mail. Administrator's address for correspondence is office@onlinearbitrationcourt.com, and the User's – the e-mail address currently stated in his/her account in the Application.

7. If the User violates these Terms & Conditions, the Administrator will be entitled to terminate the agreement with immediate effect.

8. Subject to § 7 section 4, termination of the agreement will not affect the course of pending arbitration proceedings to which the User is a party. Such proceedings will be finished in accordance with the normal procedure.