

TERMS AND CONDITIONS

I. GENERAL TERMS

1. Terms and Conditions define the rules for the provision of services by H88 S.A. with its registered office in Poznań.

2. Whenever the rest of the Terms and Conditions a mentioned expression is used, it shall be construed in the sense given below:

Terms and Conditions

This document, defining the terms of service for Subscribers of H88 S.A. with its registered office in Poznań;

H88 S.A.

H88 S.A. with registered office at Franklin Roosevelt 22, 60-829 Poznań, registered in the Register of Entrepreneurs of the National Court Register under KRS number 0000612359, share capital 210,000.00 PLN fully paid-in, using the following identification numbers: Tax Identification Number NIP 7822622168, Statistical Identification Number REGON: 364261632;

Contractor

An entity with at least limited legal capacity, performing an Order consisting of terms specifying conditions of an Agreement, on the basis of which the Parties will be obliged to performance under the Agreement, as defined in Terms and Conditions, in Specific Regulations and in the Price List.

Subscriber

A consumer within the meaning of these Terms and Conditions or other entities granted with legal capacity, who have entered into an Agreement for the provision of Services on the basis of these Terms and Conditions;

Consumer

Within the meaning of Art. 22 (1) of the Civil Code – a natural person whose legal action is not directly related to her trade or profession;

Order

Introduction of information by the Contractor with the use of the H88 S.A. Site into the means of electronic communication, necessary to conclude an Agreement and to initiate the Services available in the commercial offer H88 S.A.;

Agreement

A contract for the provision of Services, including Subscription Agreement to which these Terms and Conditions apply;

Subscription Agreement

An agreement for the provision of services on a continuous basis, accounted in cycles and in recurring Billing Periods;

Billing Period

A period of one year or other period of settlement of services provided under subscription, as specified in the Price List of H88 S.A. or in Specific Regulations;

Renewal of Services

Is the conclusion of the Agreement for the Provision of Services for the next Billing Period;

Subscription Fee

Fee paid by the Subscriber to H88 S.A. as compensation for the provision of Services during the Billing Period;

Services

- A. Activities related to the domain and domain name registration, as well as activities related to the maintenance of the domain and its name in the appropriate Registry of the national and international organizations maintaining domain name registries, which are a set of actions necessary for the maintenance of the domain name, including management of data provided by the Subscriber and availability of data processing systems (Registration and service of domains)
- B. Activities related to obtainment of Options for domain registered in the appropriate Registry and used by another entity (Domain Option)
- C. The provision of the server space and services related to the use of these servers (Hosting)
- D. Other services included in the current offer of H88 S.A. (Other Services);

Domain

A numeric IP address identifying the network device which has been assigned the domain name indicated by the user, used by a web search engine to identify a specific domain on the Internet;

Domain Name Registration

An activity performed by the Registrar consisting in placement of the domain and its name along with corresponding addresses of the DNS servers in the zone _le corresponding to the name of the registered domain in the root zone DNS server;

Option for Domain

A limited period of time specified by the Registry Operator in which it is possible to book a domain name indicated by the Contractor / Subscriber domain name, where at the time of booking this domain name is registered to another entity;

Registry Operator

An entity originally authorized to administer and manage domains and their associated domain names;

Register

Register of domains and domain names maintained in the database by the Registry Operator;

Registrar

H88 S.A. or other entity, performing registration of domain names and of services connected with the maintenance of domains in the Register;

Hosting

Provision of the services for the use of devices (server) or disk space (virtual server) to record and process data in an electronic format, using the necessary technical infrastructure for the performance of services, specified in the technical specification of the Services as regards the parameters of Service, including the Data Transfer Limit;

Data Transfer Limit

The limit of transfer in the IP layer measured in the direction to and from the Server, resulting from the specification of the Hosting Service remaining in the commercial offer of H88 S.A. achievable during the period specified in the specification of a given Hosting Service;

Price List

Current valid price list published on the webpage www.domeny.pl in H88 S.A. Sites, containing Services remaining in the commercial offer of H88 S.A. and their price;

Specific Regulations

Documents published on the H88 S.A. Site defining the conditions for the provision of services as regards the conditions other than those arising from these Terms and Conditions and the Price List;

the subject of a Specific Regulation may also be the terms of promotional provision of the services offered by H88 S.A., indication of services other than those arising from these Terms and Conditions;

a Specific Regulation may be contained in any other document setting out the conditions that apply to commercial offer of H88 S.A. where reference is made to these Terms and Conditions;

Site

An Internet service available on the webpages administered by H88 S.A. by means of which the Contractors and Subscribers can perform tasks related to the conclusion of the Agreement for the provision of Services and its implementation;

Customer Panel

Part of the online service designed exclusively for a Subscriber who can perform actions in the framework of Agreement for the provision of the Services through it;

Subscriber Account

An account individually assigned in the Customer Panel, in which the Subscriber may perform current operations related to the Services resulting from the concluded Agreement. Access to the Customer Panel is possible only by entering the Subscriber Service unique identifier in the appropriate fields and moreover the password protecting access to the Subscriber's account;

User of Subscriber Account

Subscriber or another person entrusted by the Subscriber on the basis of a separate legal relationship, to perform acts in law and factual activities related with the conclusion of and Agreement between the Subscriber and H88 S.A.

3. H88 S.A. makes Terms and Conditions and Specific Regulations available, free of charge, prior to the conclusion of the Agreement and during its duration on the website www.domeny.pl and the H88 S.A. Site, in a form that allows the acquiring, reproduction and preservation of the Terms and Conditions in ICT system used by a Contractor or a Subscriber.
4. In order to cooperate with the ICT system of H88 S.A. it is required from the Contractor / Subscriber to dispose or use of ICT devices with access to the Internet, and software for e-mail capable to handle SMTP, POP3, IMAP protocols and Web service, the functionality of at least Microsoft Internet Explorer version 8.0. or Mozilla Firefox version 3.6.
5. Contractors and Subscribers are prohibited to deliver illegal content within the meaning of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2002 No. 144, item. 1204 with amendments).
6. H88 S.A., in accordance with the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2002 No. 144, item. 1204 with later. Amended.), publishes, on the webpage www.domeny.pl, information about specific risks associated with the use of a service provided by electronic means and about functions and the software or data which are not a component of the Service content, introduced by H88 S.A. to the ICT system used by the Contractor or the Subscriber.

II Conclusion of an Agreement

1. Contractor confirms, upon submission of the Order, that (s)he have read the Terms and Conditions, Specific Regulations applicable to the Services indicated in the Order, and the Price List. Moreover, (s)he confirms acceptance of all the above mentioned provisions.
2. Placing Orders for the Service or payment of the fee for the Service offered by H88 S.A. and the transfer of administrative and technical support services to H88 S.A. is considered as acceptance of these Terms and Conditions, Specific Regulations applicable to this Service and of the Price List.
3. The subscription agreement is concluded for a fixed period determined by the Billing Period stemming from the Specific Regulations or Price List, unless the Specific Regulations provide otherwise specified term of duration of an Agreement for a provision of Services.
4. The Contractor is required, while placing an Order by means of available Site, to provide the following information:

1 The Contractor who is not a Consumer:

- a) full name / name of company - according to a copy of the register entry, and if the latter does not exist for a particular group of entities - an act of establishment of the entity,
- b) full name or names of the person or persons authorized to represent the entity,
- c) full address,
- d) e-mail address,
- e) phone number,
- f) Tax Identification Number,
- g) Statistical Number REGON,
- h) the proposed login to the Customer Panel,

- i) the password for the Customer Panel.

2 Consumers:

- a) full name,
- b) the registered address,
- c) e-mail address,
- d) telephone number,
- e) Personal Identification Number PESEL,
- f) the proposed login to the Customer Panel,
- g) the password for the Customer Panel.

5. H88 S.A. are entitled to verify, by legally available means, the data provided. In case of doubt concerning the veracity or correctness of the transmitted data, H88 S.A. may apply to the Contractor with a request to provide copies of documents confirming that data within three days, under the pain of refusal to enter into an Agreement or termination of a concluded Subscriber Agreement with immediate effect.

6. User of a Subscriber Account, who is not a Subscriber, shall be responsible for the existence of a power or authority or other type of authorization to act for and on behalf of the Subscriber, including power to conclude agreements within the scope of these Terms and Conditions, of Specific regulations and of the Price List. In the absence of a power of attorney or other authorization, or in excess of the limits given mandate, the User of the Subscriber Account shall be liable to H88 S.A. on the basis of applicable general statutory provisions.

7. User of a Subscriber Account, who is not a Subscriber, shall be responsible for the existence of his side right to the use of data of entities, on behalf of which the conclusion the Agreement is conclude or on behalf of which the Service will be actually provided.

III. Terms of Service

A. Domain Registration and Management

1. The Agreement for the provision of registration and management of a domain and its name is the Subscription Agreement, pursuant to which the Subscriber, who is obligated to payment of a fee, commissions H88 S.A. to register a domain and its name in a relevant register conducted by a Registry Operator and entrusts to H88 S.A. the performance of administrative services with respect to a registry Operator, in the name and on behalf of the Subscriber.

2. Services provided by H88 S.A. under the terms of these Terms and Conditions and Specific Regulations related to the registration of domains and their names, and services related to the maintenance of these domains in registers consist in diligent efforts performed in order to register the domain name on behalf of the Subscriber and to maintain it for the Billing Period resulting from the Agreement. H88 S.A. is not responsible for maintenance of the Register and is not a Registry Operator in accordance with the definitions given above.

3. With regard to the registration of Polish domains (". PL"), H88 S.A. is not responsible for the actions of the Contractor / Subscriber inconsistent with the terms of domain registration defined by the Research and Academic Computer Network – a research and development entity based in Warsaw (NASK). H88

S.A., at the explicit request of the Contractor or of the Subscriber shall, both prior to conclusion of the Agreement and in the course of its implementation, make the NASK rules for maintenance of domain names available. The abovementioned rules do not form part of the Agreement concluded between H88 S.A. and the Subscriber.

4. With regard to the registration of global, generic, European and international domains, H88 S.A. is not responsible for the actions of the Contractor / Subscriber inconsistent with the terms of domain registration designated by the relevant Registry Operators. H88 S.A., at the explicit request of the Contractor or of the Subscriber shall, both prior to conclusion of the Agreement and in the course of its implementation, make the rules for maintenance of domain names as defined by relevant Registry Operators available, in the original form and content as provided by those entities. The abovementioned rules do not form part of the Agreement concluded between H88 S.A. and the Subscriber.

5. In order to register a domain and its name, H88 S.A., acting for and on behalf of the Subscriber, enters into an agreement for the registration and maintenance of a domain with the relevant Registry Operator.

6. By placing an Order for the domain, the Contractor states and represents that on the day of acceptance of these Terms and Conditions and Specific Regulations (s)he empowers H88 S.A. to represent her or him before the relevant Registry Operator and authorizes H88 S.A. to enter into an agreement for the registration and maintenance of a domain in accordance with the rules and registration and maintenance of domain names as defined by a Registry Operator, or that (s)he authorizes H88 S.A. to enter an agreement with a resident in a country where the domain has to be registered, who performs actions aiming to make it possible for the Contractor to use a domain in a given country, where these actions have been Specifically defined in terms of registration of a domain name in this country.

7. The scope of authorization includes all activities related to domain registered for a Subscriber or an option to register a domain name for a Contractor and any other activity relating to the Subscriber, i.e. the change of the Subscriber domain or the change of his or her data, deletion of the domain, change of domain delegation and domain renewal.

8. H88 S.A., in the provision of services of domain registration in the register maintained by the relevant Registry Operator is required to abide the provisions of the rules of registration and maintenance of domain in the relevant registry by.

9. H88 S.A. may request the Contractor to deliver additional documents relating to the data included in the content of the Order or documents necessary for the registration of a domain, as required by Registry Operators, confirming: Contractor's data provided in the Order, the empowerment of persons acting on behalf of the Contractor and the Contractor's right to a specified domain name.

10. The Contractor, by placing an Order for the performance of domain registration, states and represents that (s)he does not infringe any rights of third parties. Any dispute on this background are resolved without the participation of H88 S.A. In the event of a pecuniary loss incurred by H88 S.A. caused by a Subscriber's use of the name that violates the rights of third parties, the Subscriber shall be liable to H88 S.A. on the basis of general principles.

11. H88 S.A. may refuse to perform Services concerning registration of a domain or its name in case:
a. registration procedure of the same domain name is currently carried out by a third party or this domain name has been registered earlier;

- b. data provided in the application is inaccurate, incomplete or erroneous, and the applicant fails to deliver documents defined in Sec. II point 5 in time specified by H88 S.A.
- c. introduction of changes in written form of application in relation to its electronic form
- d. of failure to deliver a written application to H88 S.A. (if required) in time specified
- e. of failure to remove errors in the application in time specified by H88 S.A.
- d. for the reason specified by Registry Operators acting independently of H88 S.A.; in such case H88 S.A. is obligated to notify the Subscriber about the reason of refusal within no more than 14 days;

12. In case of impossibility of registration of the domain selected by the Contractor, H88 S.A. may register and alternative domain name, initiate another Service or to refund the paid fee upon a written request of the Contractor.

B. Option for a Domain

1. Service entitled 'Option for a Domain' is available only if the Registry Operator provides for the possibility of booking the domain name in the Register maintained under the conditions laid down by the Registry Operator.

2. An entity for which the domain and its name was register in an appropriate Register operated by a Registry Operator cannot be a Subscriber of Option for a Domain.

3. In case a domain name is released (in case of resignation of the current user or expiration of a domain expiration and its assigned name), the Subscriber is entitled to priority as regards domain name registration in the Register maintained by the Registry Operator (implementation of Option for a Domain).

4. On the basis of Option for a Domain Agreement the Subscriber authorizes H88 S.A. to perform activities concerning notification of an option for a domain to the relevant Registry Operator and agrees to pay the price resulting from the Option for a Domain Agreement, and to conclude a Registration and Maintenance Agreement with H88 S.A. in case Option for a Domain is implemented.

5. Under the Option for a Domain Agreement, H88 S.A. is obligated to:

- a. transfer the data of Option for a Domain Subscriber and the domain name indicated by the Subscriber to the relevant Registry Operator,
- b. book the domain name indicated by the Subscriber upon implementation of the Option,
- c. enter into an agreement for the provision of registration and management of a domain in case of realization of an Option for a Domain.

6. In the Order concerning Option for a Domain the Subscriber shall indicate the domain name that - in case of resignation of the current user of the domain name - (s)he intends to register in a Registry operated by a relevant Registry Operator.

7. The Subscriber receives a notification concerning the performance of the Option for a Domain. Notification is sent by H88 S.A. or by a relevant Registry Operator in an e-mail to the electronic address indicated by the Subscriber in Option for a Domain Agreement.

8. The Subscriber is entitled to conclude a domain name registration agreement in the deadline specified by the relevant Registry Operator. If in so specified time the Subscriber does not register the domain

name for its own benefit and fails to make payment for registration of the domain and its name, the Subscriber loses priority to register the domain name specified in the Option for a Domain Agreement.

9. In the case of implementation of Option for a Domain H88 S.A. shall inform the Subscriber about the obligation to pay the required fee to register a domain and its name.

10. If the subscriber fails to pay by the specified time, H88 S.A. shall not be liable to the Subscriber for failure to register the domain name for which the Option for a Domain Agreement has been concluded.

11. In the case of payment for registration of the domain and of registration of the domain by the Subscriber as a result of the Option for Domain, the legal relationship between a Subscriber and H88 S.A. shall be governed by the provisions of Sec. III, point. A of these Terms and Conditions.

C. Hosting

1. Under the Subscription Agreement for the provision of Hosting Services, H88 S.A. provides storage space and provides the Subscriber with the ability to save and administer the data stored in electronic format by means of the H88 S.A. Site in accordance with the parameters set for a given Hosting Service.

2. In case the Limit of parameters of Hosting Service is exceeded, as defined in the Specification for a given Hosting Service, H88 S.A. may block the possibility of saving and administering of data stored by the Subscriber.

3. In case the accessible Limit of data transfer specified for a given Hosting Service is exceeded, the limitation of saving and administering of data is binding until the expiration of the time period concerning the limit of transfer of data which is assigned in the Specification of Service.

4. The transfer of right and duties resulting from the Hosting Services Agreement by the Subscriber demands consent by H88 S.A. under the pain of nullity.

5. Change of parameters of a Hosting Service is possible with the renewal of Service, unless the parties agreed to the contrary.

D. Other Services

Other services remaining in the commercial offer H88 S.A. are regulated by Specific Regulations defining Specific terms of those services. These Terms and Regulations apply to the Specific services in matters not governed by Specific Regulations.

IV. Renewal of Services

A. General Terms of Renewal of Services

1. Renewal of Services applies only to services provided under the Subscription Agreement.
2. H88 S.A. informs the Subscriber about the final date of the time frame to which the Subscription Agreement is concluded at least 30 days before the end of the Agreement submitting an offer to conclude an Agreement for the next Billing Period.
3. In the case of the conclusion of the Agreement on the basis of approval of an offer provided by H88 S.A. for renewal of Services for the next Billing Period by the Subscriber, the provisions of the Terms and Conditions to apply directly.
4. In case of implementation of Renewal of Services, the Subscriber is obliged to pay the full fee as defined in the Price List to the H88 S.A. account, no later than 14 days before the end of the period of validity of the Agreement, under which the Service is provided.
5. H88 S.A. shall renew the Service for another period no later than 3 days from the date of payment.
6. If the subscriber fails to make Renewal of Services for the next period on the date specified in Sec. IV point. 4, the Agreement for the provision of Services shall cease with effect from the end of the period for which the subscriber has paid, unless the Specific Regulations provide otherwise or the parties agreed otherwise in the Agreement.
7. H88 S.A. shall not be responsible for the consequences of non-renewal of the Services by a Subscriber.

B. Renewal of services for registration and maintenance of a domain

1. Domains are renewed by Registry Operators according to schedules stored in the system of Registry Operators
2. In case the Registry Operator conditions renewal of domain on timely payment, H88 S.A. shall not be responsible for deregistration of a domain, or for a lose the right to the domain name by the Subscriber in the event of non-timely payment by the Subscriber for the renewal of the Service.
3. In case of non-renewal of Services for registration and maintenance of a domain, H88 S.A. shall not be responsible for the loss of the Subscriber's rights to the domain name.

C. Renewal of Hosting Services

1. The data stored in the server available to the Subscriber in the framework of Hosting Services Agreement are held for a period of 14 days from the date of termination of the Agreement.
2. After expiration of time period indicated in point 1 period, in the case of non-renewal of Services to the next period, H88 S.A. deletes the data stored in electronic format.

3. In the absence of the Renewal of Hosting Services for the next period H88 S.A. shall not be liable for any loss of data stored on the subscriber servers available to the Subscriber under this Service.

4. In case of Renewal of Hosting Services for the next period after the date of expiry of the contract, and no later than 14 days after its expiry, H88 S.A. provide access to data stored on the server space made available in the frame of the Service. In this case the new Billing Period is counted from the day following the end of the preceding Billing Period.

V. Rights and Duties of Parties

A. Rights and duties of H88 S.A.

1. H88 S.A. is obligated to provide the Services with due diligence in the scope and under the provisions set out in these Terms and Conditions, in Specific Regulations and in accordance with the prices listed in the Price List or on the basis of individual offer arrangements defined in the concluded Agreement.

2. Additional services are available only upon payment of an additional fee and only upon notifying the willingness to use them in the framework of the available Site - if they are listed in the Specification of a given Service as related to it.

3. Good operation of the servers on which the website and e-mail are placed is included in the Service provided by H88 S.A. e-mail, subject to the conditions set out in Chapter VII of these Terms and Conditions.

4. H88 S.A. shall make every effort to ensure that that Services are provided on a continuous basis, that they are uninterrupted and that they represent the highest quality. In case of a planned, temporary unavailability of Services, H88 S.A. shall notify the Subscribers by sending an e-mail message at least 48 hours before temporary unavailability of Services, which will indicate of the duration of the planned temporary unavailability of Services, and its cause.

5. In case it is ascertained during the time the Agreement is in effect that the Subscriber provided false, incorrect or incomplete data, or in case of introduction of unauthorized change to the Subscriber's data in the registry by the Subscriber, H88 S.A. may request the Subscriber to provide explanations, to complete the data or to otherwise modify it within three days, where in case of failure to act in accordance of the request, H88 S.A. shall be entitled to block access to the Service or to terminate the Agreement after the expiry of period indicated above.

6. H88 S.A. reserves the right to:

- a. to send e-mail messages related to the operation of the Services and letters informing about H88 S.A. ongoing activities related to the provision of Services under this Agreement that are not trade information within the meaning of the Act of 18 July 2002 on the provision of electronic services, to given e-mail accounts
- b. to reduce or suspend the provision of Services under the Subscription agreement if, before the commencement of the next Billing Period the Subscriber fails to pay the fee for the next Billing Period,
- c. to automatically block the Service, if the Subscriber exceeds the parameters defined in the Specifications of the Services.

7. These Terms and Conditions do not exclude H88 S.A. right to claim compensation from the Subscriber on the basis of general principles.

B. Rights and Duties of the Subscriber

1. The Subscriber is obliged to use the Services in a manner consistent with good customs and principles of social cohabitation and without any infringement of the law, of the Terms and Conditions and of rights of the third parties.

2. The Services provided by H88 S.A. may only be used for the presentation of the Subscriber's own material and may not be made available to any third party without the express consent of H88 S.A.

3. The Subscriber is exclusively responsible for the content provided by him or her by using network and Services of H88 S.A.

4. Subscriber uses any data, information or software obtained by means of network and Services of H88 S.A. at her or his own risk.

5. It is forbidden to cause both intentional and unintentional overload of network and servers (eg as a result of errors in scripts of Subscriber), to send mass e-mail by the Subscriber understood as a serial dispatch of e-mails to more than 100 recipients, to transmit data with computer viruses, to transmit IP packets from false address of the sender, e.g. mass mailing and to undertake any other cumbersome activity. In case H88 S.A. ascertains breach of the above provisions, H88 S.A. shall request the person committing an infringement to refrain from such activities within a period not longer than 12 hours, and shall provide the reasons giving rise to the request. In case of failure to comply with the request in the period defined in the notice, or in case of further subsequent the infringement, H88 S.A. is entitled to block the Services provided to the entity which has committed the infringement. If the Subscriber commits a breach of the law, or if the action may result in damage to other Internet users, H88 S.A. has the right - without any notice - to block access to the Services provided. The infringing Subscriber shall be informed about the undertaken action.

6. The Subscriber and the Subscriber's Account User is obliged to maintain the confidentiality of access to the data and use his best endeavors to prevent unauthorized access to the Subscriber Account.

7. Making the Services purchased by the Subscriber during the term of the Agreement for the provision of Services available to third parties, also on free basis, as well as reselling them - without the consent of H88 S.A. - is considered a violation of these Terms and Conditions. In this case, H88 S.A. may apply to the Subscriber for an explanation and to refrain the activities defined above within 3 days, where in case of failure to comply with the request by the infringing person, H88 S.A. shall be entitled to block access to the Services or to terminate the Agreement. In case of non-compliance by the deadline for the call to stop violations of the prohibitions referred to in the preceding sentence, H88 S.A. may terminate the agreement with immediate effect and request the Subscriber fully compensate the damage caused by the violation of these prohibitions.

8. The Subscriber is obliged to notify H88 S.A. of any change of his or her data. In case of failure to perform this duty, the subscriber shall carry any legal consequences of such failure. In case of failure to comply with the duty mentioned above, delivery of correspondence to existing e-mail account or address of the Subscriber shall be deemed effective.

VI. Payments

1. The Provision and Renewal of the Services is performed in accordance with the current Price List and the principles set out in these Terms and Conditions and in Specific Regulations.
2. The Subscriber agrees to perform payment of fee for the Services in due time on the basis of a preliminary invoice.
3. A VAT invoice is issued upon payment by the Subscriber. The data specified in the Subscriber's Account by the Subscriber are placed on the invoice.
4. Payments should be made to the bank account indicated by H88 S.A.
5. Costs related to the payment for the Services are carried by the Subscriber.
6. The payment date is the date of crediting of the account of H88 S.A.

VII. Liability of H88 S.A.

1. H88 S.A. shall not be liable for any damages caused by the Subscriber resulting from:
 - a. misuse of the Services by Subscriber or failure of her or his equipment,
 - b. provision of false or incomplete information by the Subscriber,
 - c. infringement of law or of these Terms and Conditions by the Subscriber,
 - d. force majeure,
 - e. refusal of performance of an operation by a Registry Operator
 - f. improper use of authorization data provided to the Subscriber
 - g. downloading data and materials from the Internet by the Subscriber, or for the consequences of the use of these data or materials,
 - h. making account access data of the Subscriber available to third parties, or entering into possession of the password and subscriber data by a third party,
 - i. incorrect search result in the domain search engine.
2. H88 S.A. shall not be liable for any delay or failure to register a domain for reasons attributable to the Contractor / Subscriber.
3. H88 S.A. shall not be responsible for blocking or deletion of a domain by a Registry Operator for reasons attributable to the Contractor / Subscriber.
4. H88 S.A. is not responsible for the presentation and use of data contained in the WHOIS database maintained by Registry Operators.
5. H88 S.A. liability is limited to the amount of fee paid by the Subscriber. This limitation does not apply to Consumers, to whom H88 S.A. is liable on the basis of general principles.

VIII. Transfer of the Services for the domain registration and management

1. Transfer of Services for the domain registration and management to and from another Registrar (Transfer) takes place according to the provisions of this Chapter and in accordance with the Price List of H88 S.A.
2. The concept of Transfer shall also include such action of the Subscriber with respect to the Registry Operator, as a result of which H88 S.A. loses the ability to actually carry out the obligations towards the Subscriber arising from the Agreement for the provision of Services of the domain registration and management.
3. The authinfo code is sent to the contact e-mail address specified by the Subscriber within 7 working days of receipt of the properly completed application authorization together with the documents confirming the Subscriber data as specified in Sec. 2 point. 4.

IX. Changes regarding Subscriber of the Services

A. Update of Subscriber Data

1. In the event of a change of Subscriber data referred to in Sec. 2 point. 4 of the Terms and Conditions during the term of Agreement for the provision of Services, the Subscriber is obliged to inform H88 S.A. about the changes of the data.
2. In case of determining that the Subscriber data has changed and the Subscriber does not notify H88 S.A. about the change of data, H88 S.A. shall be entitled to request the Subscriber to provide the current data.
3. H88 S.A. is entitled to request the Subscriber to submit documents confirming the data indicated in the Subscriber's data as indicated in Sec. 2 point. 4 that have changed during the term of the Subscription Agreement.

B. Change of Subscriber

1. Transfer of the rights and obligations under the Agreement for the provision of Services to a third party, subject to approval by H88 S.A., causes the transfer to this subject (the new Subscriber) any existing rights and obligations resulting from the Subscription Agreement with current Subscriber Agreement, from these Terms and Conditions and from other regulations concerning provision of services by H88 S.A.
2. The Subscriber or an entity entering into the place of the current Subscriber shall immediately inform H88 S.A. about execution of an agreement for the transfer the rights and obligations stemming from the Agreement for the provision of the Services.
3. H88 S.A. may ask an entity entering into the place of the current Subscriber to provide data referred to in Sec. 2 point. 4 of these Terms and Conditions and documents (or copies thereof) to confirm these data. In the absence of complete data and the failure to submit the documents referred to in the

preceding sentence within seven days from the date of notice by H88 S.A. to complete the missing data and provide evidence for the data, H88 S.A. may refuse to carry out the change of the Subscriber.

4. Submission of data concerning the new Subscriber is done by filling out an application, the form of which is available on the H88 S.A. Site within the procedure of the change of the Subscriber.

5. An entity entering into the place of the current subscriber, along with the submission of an application for change of subscriber, states and represents that she or he accepts the contents of these Terms and Conditions, of Specific Regulations and of the Price List that are applicable to the Agreement in the scope of which the change of the Subscriber takes place.

6. In the event the conditions referred to in points. 1 – 5 are fulfilled, H88 S.A. shall carry out the change of Subscriber of the Services no later than seven days from the date of fulfillment of the last condition.

X. Protection of Personal Data

1. By accepting these Terms and Conditions, the Subscriber agrees to processing of her or his personal data necessary for performance of the Services, for the purposes of supply of the Services by H88 S.A., for the purposes of communicating of changes of the conditions for the provision of the Services and for the purposes of production of the accounting documents.

2. The submission of data by the Contractor / Subscriber is voluntary, but necessary to deliver the Services.

3. The Subscriber declares that he has been informed of the purpose and the scope of processing of personal data by H88 S.A., of the right of access to the personal data and the corrections thereto, and about her or his rights to claim refraining from the processing of personal data to object to the processing of data, resulting from Art. 32 of the Act of 29 August 1997 on the protection of personal data (Consolidated text: Dz.U.2002, No. 101, item. 926, with amendments).

4. H88 S.A. and the Subscriber agree to maintain the confidentiality of correspondence.

5. Subscriber agrees that her or his personal data are transferred by H88 S.A. to, and subsequently used by, Registry Operators and Registrars, if it is necessary to implement the Agreement for the provision of the Services.

XI. Complaints Procedure

1. The Subscriber's complaint in connection with the failure to perform or improper performance of the Services should be sent in writing to the address of H88 S.A. and contain the Subscriber data such as name and / or company name, customer number, mailing address, type of Service, the merits of complaint and their justification, the proposed settlement and the signature of the person (the Complaint).

2. H88 S.A. is obliged to respond to the Complaint within 21 days of its receipt, and if the Subscriber fails to submit the data referred to in point 1 above, to request within this period that the Subscriber indicates the complete data referred to in point 1 above within an additional period of 21 days. The period of 21

days for consideration of the complaint by H88 S.A. begins to run upon receipt of the Complaint by H88 S.A.

3. In the event of a refusal to resolve the Complaint in the manner stipulated by the Subscriber in the Complaint or in case of failure to react to the Complaint by H88 S.A. within 21 days of its receipt, the Subscriber shall have the right to seek redress in court.

XII. Termination of Agreement

1. The Agreement between the Subscriber and H88 S.A. is terminated in the cases referred to in the Terms and Conditions.

2. If the Agreement has been concluded for an indefinite period, either party may terminate the Agreement effective to the end of the Billing Period provided for a given Service.

3. For the sake of validity the termination must be made in writing and sent in a registered letter and delivered to the address of H88 S.A. one month before the expiration of the current Billing Period.

4. The Subscriber who is a Consumer has the right to terminate the contract concluded for an indefinite period, with one month's notice, under the terms of Art. 8 paragraph. 3 of the Act of 2 March 2000 on the protection of consumer rights and liability for damage caused by dangerous products (Journal of Laws of 2000 No. 22, item. 217, with amendments).

5. In the case of conclusion of the Agreement by a Consumer she or he has the right, except in the cases referred to in Art. 10 paragraph 3 of the Act of 2 March 2000 on the protection of consumer rights and liability for damage caused by dangerous products (Journal of Laws of 2000 No. 22, item. 217 with amendments), to withdraw from the contract without providing any reason, making a statement in writing within ten days from the date of conclusion of the Agreement. To comply with this deadline, a Consumer must send a statement of termination of a Agreement by registered mail before the end of this term.

XIII. Settlement of Disputes

1. In the event of a dispute arising from the implementation of the Agreement between a non- Consumer Subscriber and H88 S.A., jurisdiction for resolution of the dispute is the court in Poznań, having local and substantive jurisdiction as regards the place of registered office of H88 S.A.

2. In the case of Subscribers who are Consumers the competent court is the court of general jurisdiction within the meaning of the rules governing the jurisdiction of the court.

XIV. Final provisions

1. H88 S.A. - under the conditions described below – has the right to change these Terms and Conditions and Specific Regulations, including the introduction of new regulations. H88 S.A. obliged to inform about the change and the planned date of the amendments to these Terms and Conditions no later than 14

days before the amendment of the Terms and Conditions, in the form of e-mail messages transmitted on individual Subscriber's account.

2. Information to be provided to the Consumer will contain the amendments and the consolidated text enabled to be stored and reproduced in the ordinary course of business. For other Subscribers, the information will include the website address on which the Terms and Regulations are accessible.

3. In matters not covered by these Terms and Conditions, the relevant provisions of Polish law, in particular the Civil Code and the Law on Copyright and Related Rights and the provisions of international law shall be applicable.

4. The Terms and Conditions come into force on 30 March 2018.