

## TERMS AND CONDITIONS

### A. GENERAL PROVISIONS AND DEFINITIONS

#### § 1 GENERAL PROVISIONS

1. These Terms and Conditions govern the use of the sun.store ([sun.store](https://sun.store)).
2. The Portal is operated by the Service Provider: SUN.STORE OPERATIONS S.A., Prosta 20, 00-850, Warsaw, Poland.
3. The Terms and Conditions determine, among other things:
  - a. the nature and scope of the Services provided by the Service Provider;
  - b. the conditions of use of the Account and the Portal;
  - c. rules for making Sales through the Portal;
  - d. complaints procedure.
4. The use of the Portal by the User implies knowledge of the content of these Terms and Conditions (and full acceptance of their provisions) and the conclusion of the Service Contract. The Terms and Conditions are an integral part of the Service Contract concluded with the User.
5. Communication between Users and the Service Provider will be in English. Any documents written in other languages should be submitted with an English translation.
6. The User is obliged to comply with the provisions of the Terms and Conditions, the detailed instructions published on the Portal and any other guidelines and instructions issued by the Service Provider.

#### § 2 DEFINITIONS

Whenever the following terms and expressions are used in these Terms and Conditions, they shall be understood as follows:

- a. **TERMS AND CONDITIONS** - these terms and conditions
- b. **REGISTRATION FORM** - an electronic document, the completion of which by the User is one of the conditions for full use of the Portal and the Services
- c. **PASSWORD** - a sequence of letters, digital and special characters. The Password, in combination with the User's login, enables the User to access the Account
- d. **COMMUNICATOR** - an instant messenger made available within the Portal that allows communication between Users 2
- e. **ACCOUNT** - the set of information assigned to the User, created as a result of the User's completion of the registration form
- f. **BUYER** - User who purchases Products through the Portal

- g. **LOGIN** - a unique string of characters provided during the registration process which, in combination with the Password, identifies the User during the login process
- h. **OFFER** - a proposal made by the Seller to sell a Product through the Portal (conclusion of a Sales Contract) under the terms and conditions specified by the User
- i. **REGISTRATION** - all actions taken by the User in order to obtain full access to the Portal and the Services, including, in particular, filling in the Registration Form
- j. **PLACEMENT** - the granting of a specific visibility to Offers or the weighting of search results on the Portal
- k. **PORTAL/ PLATFORM** - the Internet portal operating at [www.sun.store](http://www.sun.store), which includes the [www.sun.store](http://www.sun.store) marketplace platform;
- l. **PRODUCTS** - goods approved by the Service Provider for sale on the Portal and included in the Service Provider's product database
- m. **SALE** - the procedure aimed at concluding the Sales Contract;
- n. **SELLER** - User who places offers on the Portal;
- o. **CONTENT** - any graphic, photo, video or text (including comments) placed on the Portal by Users;
- p. **SALES CONTRACT** - agreement for the sale of Products concluded between the Seller and the Buyer through the Portal;
- q. **SERVICE CONTRACT** - agreement concluded between the Users and the Service Provider for the provision of the Services;
- r. **SERVICES** - all services provided electronically by the Service Provider to the Users through the Portal;
- s. **SERVICE PROVIDER** - SUN.STORE OPERATIONS SPÓŁKA AKCYJNA, based in Poland, Prosta 20, 00-850, Warsaw, KRS: 0000938562;
- t. **USER** - an entrepreneur who uses the Portal and has created an Account or has started the Registration;
- u. **PROFESSIONAL CARRIER** – a specialized external courier, transportation, or freight company engaged by the Service Provider under Freight Services (as defined below).
- v. **CMR** – a road consignment note is a standard contract used by companies who want to use a provider to transport goods internationally by road. The CMR confirms: (i) that the haulage company has received the goods and has a contract from the supplier to carry them, (ii) documenting the transportation of goods from the point of origin to the final destination, (iii) picking up the goods;

- w. **SECURED WIRE TRANSFER** - the optional functionality provided by the Service Provider to the Buyer in accordance with the provisions of paragraph 17; for sake of clarity Secured Wire transfer is not a regulated payment, banking, insurance, or any other regulated service.
- x. **DIRECTIVE** - Council Directive (EU) 2021/514 of 22 March 2021 amending Directive 2011/16/EU on administrative cooperation in the field of taxation.
- y. **2P MODEL** – the optional functionality and a type of collaboration in which the Users acting as initial Seller and final Buyer remain fully anonymous throughout the transaction process to themselves. All documents related to the transaction and the formal sale involve the Service Provider's participation as interim Seller and the Buyer.

## **B. SERVICES PROVIDED BY THE SERVICE PROVIDER IN CONNECTION WITH THE USE OF THE PORTAL**

### **§ 3 USERS**

1. Only active entrepreneurs who are registered in accordance with the applicable law and who are registered as VAT payers can become Users of the Portal.
2. The User must have full legal capacity.
3. The Services (including the use of the Portal) are provided exclusively to Users having their registered office or place of business (natural persons) in the territory of one of the countries listed in Appendix 1 to the Terms and Conditions.
4. Where the Service requires the User to provide data and information, the User undertakes to provide data that is true, accurate, complete and not misleading.
5. The Service Provider reserves the right at any time to check the User and the User's activities for compliance with the Terms and Conditions. In particular, the Service Provider may ask the User to provide relevant documents and explanations.
6. The User is obliged to keep all data published on the Account or the Portal up to date, in particular contact details.
7. The Service Provider may require the User to provide additional data and information, in particular if such a requirement is imposed by applicable law. The User is obliged to complete the information and data within the period specified by the Service Provider.
8. The User declares that the conclusion of the Service Contract is of a professional nature for the User.

### **§ 4 SERVICES**

1. The Service Provider provides the services specified in these Terms and Conditions, which include, but are not limited to, the following:

- a. access to publicly available content on the Portal; the possibility for the Users to view and read materials placed on the Portal, in particular offers; the use of publicly available content on the Portal does not require Registration;
  - b. account maintenance and access, including:
    - (i) access to personal and contact information;
    - (ii) changing the Account Password;
  - c. making the Portal available for commercial purposes, in particular by:
    - (i) enabling the creation of Offers;
    - (ii) enabling the conclusion of Sales Contracts through the Portal;
    - (iii) enable ratings (once this functionality is made available to Users).
  - d. If selected by the Service Provider, organizing by the Service Provider on the Seller's request and on the terms and conditions specified by these terms and conditions and modified accordingly as specified below, freight services through Professional Carrier of Products sold through the Portal by Seller (further: "**Freight Services**").
2. The Account is not transferable to third parties or other Users, unless a third party acquires the rights and obligations of the User in accordance with the relevant applicable law.
  3. The User is obliged to regularly check the email address indicated in the Account.
  4. The Service Provider reserves the right to make changes in the provided Services, including the functionality of the Portal. The introduction of changes may be preceded by tests to which the Users are subjected.
  5. In accordance with the Directive and the relevant national law, the Service Provider is obliged to transmit information concerning the Sellers to the public authorities. The Service Provider shall provide the Sellers with a copy of the information transmitted to the public authorities. If the Seller is a natural person - the provision of information will take place before the information is transmitted to the public authorities.

## **§ 5 REGISTRATION**

1. The use of the main functionalities of the Portal requires Registration.
2. Registration is carried out by the User by filling in the registration form available on the Portal, checking the required boxes and confirming by clicking on the corresponding acceptance button.
3. The User may not use a login, name or email address that may mislead as to the User's identity or affiliation with any third party.
4. The person registering on behalf of the User should have prior consent to register on behalf of the User.

5. During the registration process, the User must provide the information requested on the Registration Form. In particular, the User may be required to provide the following information:
  - a. name or legal name of the company;
  - b. address;
  - c. e-mail address;
  - d. tax identification number (or other appropriate number).
6. Registration as the Seller may require the User to provide the following additional information:
  - a. the date of birth (only for natural persons);
  - b. VAT identification number, if issued;
  - c. the business registration number (only for legal entities)
  - d. the existence of a permanent establishment in the case of companies not based in the European Union (only for legal entities).
7. The submission of a completed Registration Form by the User shall be deemed to indicate that:
  - a) that the User is familiar with the description and scope of the Services provided by the Service Provider and the Terms and Conditions;
  - b) that the User has read and accepted the Terms and Conditions and undertakes to comply with them;
  - c) to constitute the conclusion of the Service Contract;
  - d) the User acknowledges and accepts that filling in the registration form is voluntary, but necessary in order to use the essential functionalities of the Portal;
  - e) the User declares that the information contained in the Registration Form is accurate;
  - f) the authorisation of the Service Provider to process the User's personal data contained in the registration form in order to provide the User with the Services.
8. The Service Provider is not responsible for the late delivery of activation links.
9. The completion of the Registration requires the approval of the User by the Service Provider.
10. The Service Provider reserves the right to suspend or refuse the Registration of any User. Completion of the Registration may be subject to the User providing additional documentation or clarification, in particular regarding proof of business activity.
11. The User may have only one Account on the Portal.
12. Only the User whose data is provided in the Registration Form is entitled to use the Services. The User is prohibited from using the Accounts of other Users, as well as from making his own account available to other Users or third parties.
13. Accounts are not transferable to third parties, unless a third party acquires the User's rights and obligations under applicable law.

14. The User may change the data provided at the time of registration. The modification of certain data (in particular the e-mail address) may require additional authorisation or approval by the Service Provider.

#### **§ 6 LOGGING**

1. To log in to the Account, the User enters the established login and Password.
2. To ensure the protection of the Account, the Service Provider may implement multi-factor authentication.
3. The User may change the Password at any time.

#### **§ 7 ACCOUNT**

1. The Account has the following functionalities, among others:
  - a. Logging;
  - b. Account management;
  - c. use of the services offered on the Portal;
  - d. modify the data provided during registration
  - e. modify Account settings.
2. The User has the right to request the deletion of the Account at any time. The User may request the deletion of the Account by sending an e-mail to the e-mail address of the Service Provider.
3. The request for deletion of the Account is equivalent to the User's termination of the Service Contract in accordance with § 9.

#### **§ 8 USE OF THE ACCOUNT AND THE PORTAL**

1. It is forbidden for the User to place in the Account and on the Portal Content that is untrue, violates applicable laws and accepted social norms, including Content that:
  - a. violates the rights of third parties or other Users, including intellectual property rights;
  - b. that damages the good name or reputation of third parties or other Users;
  - c. which may be misleading as to the identity of the User and the User's relationship with third parties;
  - d. contains false or misleading information about the Products offered;
  - e. contains any other inappropriate elements.
2. If the Service Provider receives notice or credible information about the unlawful nature of stored content provided by the User, the Service Provider may prevent access to such

Content. The Service Provider shall not be liable to the User for any damage caused by preventing access to unlawful Content.

3. It is forbidden for the User to take any action that may interfere with the proper functioning of the Portal.
4. It is forbidden for the User to take any action aimed at bypassing the security or technical restrictions imposed on the Account or the Portal.
5. Each User is obliged to immediately inform the Service Provider of any errors or vulnerabilities found in the software of the Account or the Portal.
6. The Service Provider reserves the right to warn the User, suspend the Account, delete the Account or limit the functionality of the Account at any time, especially in the following cases:
  - a. if required by generally applicable law;
  - b. the use of the Portal or the Account in a manner contrary to these Terms and Conditions;
  - c. the publication of any content that is contrary to the rules laid down in these Terms and Conditions;
  - d. the User's declaration of bankruptcy;
  - e. the liquidation of a User who is a legal entity;
  - f. the cessation or suspension of the User's business activities;
  - g. the use of false or misleading information by the User;
  - h. if the Service Provider discovers the possibility of an unauthorised person gaining access to the Account;
  - i. reasonable doubts about the reliability of the Offers;
  - j. breach of obligations under the concluded Sales Contracts;
  - k. reasonable doubts about the ability to perform the concluded sales agreements;
  - l. the use of the Portal or the Account by the User for purposes other than the conclusion of Sales Contracts;
  - m. the User commits acts that aim at or result in the violation of the proper functioning of the Portal's infrastructure;
  - n. the User does not fulfil his obligations towards the Service Provider, including payment of fees in accordance with [Appendix 2](#);
  - o. if the use of the Portal serves, or is likely to serve, the purpose of circumventing prohibitions or export restrictions imposed in accordance with applicable law;
  - p. using the Communicator in a manner contrary to the Terms and Conditions.
7. If the Seller fails to provide the information required under the Directive and the relevant national law, the Service Provider shall, after two reminders following the first request, but no earlier than 60 days after the first request, delete the Seller's Account and prevent the

Seller from re-registering on the Platform or withhold payment to the Seller until the Seller has provided the required information. The Service Provider may suspend the Account or limit its functionality before the end of the 60-day period referred to above.

8. The Service Provider will inform the User by means of a warning about the violations related to the use of the Account or the Portal. If the violations are not remedied or if further violations occur, the Service Provider may take appropriate measures.
9. Suspension of the Account means a temporary restriction of the User's ability to use the Portal. In particular, the suspension of the Account may be used to check the User or the User's activities on the Portal.
10. Restricting the functionality of an account involves limiting the scope of the Services provided to the User. In particular, the possibility of making Offers or purchases through the Portal may be limited or excluded.
11. The Service Provider shall notify the User of the suspension, deletion or restriction of the functionality of the Account by sending an e-mail to the address currently provided by the User.
12. If the reason for the suspension or limitation of the functionality of the Account is the use of the Account or the Portal in a manner contrary to the provisions of the Terms and Conditions, the full functionality of the Account may be restored at the User's request only after the User has ceased such actions and eliminated their consequences to the extent and in the manner specified by the Service Provider.
13. If the reason for the suspension or limitation of the functionality of the Account is a breach of the obligations arising from the Sales Contracts, the full functionality of the Account may be restored at the User's request only after the proper performance of the concluded Sales Contracts.
14. The User is fully responsible for the use of the Account and the Portal in relation to the Service Provider, other Users and third parties.
15. The Service Provider reserves the right to modify the Account and the Content stored therein in reasonable cases (including violations of the Terms of Use or at the request of the User).
16. The Service Provider reserves the right to collect statistical data on the performance of Sales Contracts concluded through the Portal. In particular, the Service Provider may collect data on the timeliness of Product deliveries and cancelled Sales. The Service Provider reserves the right to disclose statistical information about individual Users.

## **§ 9 TERMINATION OF THE SERVICE CONTRACT**



1. The User and the Service Provider may terminate the Service Contract at any time and without giving reasons by giving 30 days' notice.
2. The User and the Service Provider may withdraw their notice of termination of the Service Contract during the notice period. In this case it shall have no effect.
3. Termination of the Service Agreement by the User shall be effected by:
  - a. sending a written notice to the registered address of the Service Provider specified in § 1.2 of the Terms and Conditions;
  - b. by requesting the deletion of the Account by sending an email to [contact@sun.store](mailto:contact@sun.store).
4. During the period of termination of the Service Contract, the User shall retain access to the Account.
5. At the end of the notice period, the Account will be deleted.
6. Termination of the Agreement or deletion of the Account does not affect the User's previous obligations to other Users or to the Service Provider.
7. Deletion of the Account does not imply deletion of all information about the User. Information about the User will be kept for the period of time required by applicable law.
8. Without prejudice to the other provisions of these Terms and Conditions, the Service Provider is entitled to terminate the Service Contract without notice and to suspend the provision of the Services in the event of a breach of the Terms and Conditions, of generally applicable laws or of applicable social norms, in particular in the cases specified in §.6 of the Terms and Conditions.

#### **§ 10 TECHNICAL REQUIREMENTS FOR THE PROVISION OF SERVICES**

1. The technical requirements for using the Services and the Portal are as follows:
  - a. Internet connection;
  - b. the web browser chosen by the User;
  - c. cookies and Java Script enabled;
  - d. having an email account;
  - e. the ability to receive messages through an email account.
2. In the event that the User uses hardware or software that does not comply with the requirements set forth in § 10.1 above, the Service Provider does not guarantee the correct functioning of the Portal and points out that this may have a negative impact on the quality of the Services provided.

#### **§ 11 RESPONSIBILITY**

1. Subject to the limitations imposed by law, the Service Provider shall not be liable for any damages:
  - a. arising in connection with the Portal, the use of the Portal or the User's inability to use the Portal;
  - b. resulting from malfunctions, errors, defects, interruptions and delays in operation or transmission;
  - c. any damage caused to third parties as a result of the User's use of the Portal and the Services in violation of the Terms and Conditions or the law;
  - d. resulting from the total or partial suspension of the Services for the User;
  - e. as a result of third parties obtaining access to the User's login or password.
2. The User shall be fully responsible for all consequences arising from any inaccuracy on the part of the User when filling in the forms on the Portal, in particular those arising from the provision of inaccurate or untrue data. The Service Provider shall not be liable to third parties whose data have been included in the Portal form without their knowledge and consent.
3. The Service Provider reserves the right to:
  - a. temporarily suspend the Services due to maintenance or modification of the Portal; in this case, the Service Provider will notify the User of the temporary suspension of the Services by means of a message posted on the Portal, indicating the expected duration of the said impediments to the Services;
  - b. send technical messages related to the operation of the Services to the electronic addresses of the Users;
  - c. to block access to the User's resources that contain Content that violates the law, morality or the legitimate interests of the Service Provider, or to detect irregularities in the use of the Portal, in particular the occurrence of circumstances that may cause damage to the Service Provider or the User. In such a case, the Service Provider shall not be liable for blocking access to the Portal;
  - d. suspend the Services and delete the User's account in the cases specified in the Terms and Conditions or if the effective provision of the Services is impossible due to the User's fault.
4. The Service Provider shall not be liable for the temporary suspension of access to the Portal for the period of time necessary to eliminate the risks or irregularities that have occurred.
5. The Service Provider shall not be liable in any way for the User's use of the Portal contrary to the provisions of these Terms and Conditions.
6. With regard to Users who are not consumers, the Service Provider's liability towards the User is limited exclusively to damages caused intentionally.

7. The Service Provider informs, and the User acknowledges, that the use of the Portal may involve risks in the form of damages that the User may suffer as a result of dangers on the Internet, in particular
  - a. intrusion into the User's computer system;
  - b. interception of login and password by third parties;
  - c. infection of the User's computer system with malicious software, including spyware,
8. The Service Provider does not authorize the copying, modification, distribution, transmission or any other use of the creative works made available through the Portal, except for use within the scope of the authorized personal use. In particular, Users are not authorized to copy or use the databases of products offered through the Portal.

## **C. TERMS OF USE**

### **§ 12 GENERAL PRINCIPLES**

1. As a general rule, the Service Provider is not a party to the Sales Contracts concluded through the Portal. The Service Provider does not act as an agent of the Seller.
2. The Service Provider may be a party to the Sales Contracts if it makes Sales on its own behalf through the Portal. In this case, the Service Provider is subject to the same rules as other Sellers (applicable accordingly).
3. The scope of the Services available to Users may vary depending on the country in which they reside or operate.
4. In justified cases, the Service Provider reserves the right to impose individual restrictions on the use of the Portal.
5. The Service Provider reserves the right to display advertisements or other promotional materials on the Portal. Advertisements and promotional materials may originate from the Service Provider or from third parties.
6. Any information regarding VAT (including rates) displayed on the Portal is indicative only. The Buyer may contact the Seller to confirm the VAT rate. The final VAT value will only be confirmed on the Seller's invoice.
7. The images and technical specifications of the Products on the Platform are indicative. The Buyer may confirm the details with the Seller.

### **§ 13 PRODUCTS**

1. The Portal is intended for the Sale of the Products.

2. The User may add goods from outside the Product list. The Service Provider reserves the right to verify such goods. In case of negative verification - the Offer to sell such goods will be removed from the Portal.
3. The Service Provider reserves the right to verify that the Offer actually contains only Products.
4. Offers may not be for the provision of services.
5. Offers must not relate to the Sale of:
  - a. Products the sale of which is not permitted under the applicable laws of the countries whose laws may apply to the sale;
  - b. Products the sale of which is not permitted without the approval of the relevant government;
  - c. Products manufactured by companies other than those declared by the Seller (counterfeits);
  - d. Products the Sale of which infringes the rights of third parties, including property rights or intellectual property rights;
  - e. Products the Sale of which may be contrary to accepted social norms;
  - f. Products intended for human or animal consumption, including medicines.
6. The products referred to in § 13.5 may not be offered together with other products, even as a free add-on.
7. The Service Provider reserves the right to verify whether a given Seller is an authorised distributor of the Products. In the event that the Products in question may only be sold by authorised distributors, the Service Provider shall be entitled to remove the Offer.
8. The Seller is obliged to comply with the terms and conditions of sale of the Products as specified by their manufacturers or other authorised bodies (e.g., with regard to sales markets). The Service Provider reserves the right to verify that the Offer complies with the established rules for the sale of Products.

#### **§ 14 OFFERS**

1. In order to make the Sale, the Seller shall prepare the Offer.
2. The subject of the Offer may only be Products to which the Seller has the right of ownership and which are not encumbered with rights of third parties. The preparation of an Offer is tantamount to a declaration by the User that there are no obstacles to the conclusion of a purchase agreement.
3. The Offer is made in English.

4. As part of the Offer, the Seller is obliged to provide all the information specified in the Sales Form, in particular:
  - the name of the offer;
  - the number of products offered;
  - the date of availability of the products;
  - the form in which the Products are sold (unit, pallet or container);
  - an indication of the minimum quantity of Products that the Buyer may order (if applicable);
  - the net price including VAT, if applicable;
  - information on the planned date of shipment or delivery of the Product to the carrier;
  - information on warranty;
  - terms of payment;
  - information on delivery and collection conditions;
  - information on the Seller's sales rules, including the use of International Commercial Terms (Incoterms). In cases where the delivery terms in the Offer are based on the Ex Work rule (EXW) (Incoterms), delivery of the Product specified in the Offer is automatically organized by the Service Provider. Delivery cost under these terms is always borne by the Buyer. Detailed conditions of such delivery are described in: <https://sun.store/en/incoterms>;
  - where applicable, details of discounts, promotions and free extras included with the product;
  - where applicable, additional costs to the price, including VAT (if applicable). The Seller is obliged to detail and specify the additional costs if such are added.
5. The Offer may include a set of Products.
6. The Seller may make the final price dependent on the number of Products ordered. The Buyer will be informed of the final price once the number of Products ordered has been entered.
7. The Seller may allow negotiations on the terms of the Offer. Negotiations will be conducted through the Communicator.
8. The Service Provider reserves the right to translate information related to the Offer, including automatic translation.
9. The Offer may not contain any advertising information or contact details relating to the activity of the Seller outside the Portal (including the Content) or any other information facilitating the purchase of the Product outside the Portal.

10. It is forbidden to place Offers or take any other action to induce Buyers to conclude a contract outside the Platform.
11. To the extent permitted by mandatory provision of law, the Service Provider reserves the right to restrict access to any data that may directly or indirectly identify the Seller and the Buyer within the Offer and the Communicator. Such data includes, but is not limited to, the Seller's and Buyer's business names, registered addresses, contact information's (e.g., email address, phone number), and any other identifiers. This measure is implemented to safeguard the Service Provider's legitimate interests and, in particular, to prevent Sellers and Buyers from being solicited to finalize transactions outside the Portal; In such cases, the Service Provider is, for the purely technical purposes, displayed in the position of the Seller in the Offer and within the Communicator.
12. In the case of Point 11 above:
  - a. the Seller remains accountable for the execution of the transaction, including the delivery of the Product and compliance with the terms negotiated with the Buyer; the Seller is obligated to cooperate with the Service Provider by providing all documents and information necessary to complete the transaction (e.g., purchase invoices, delivery specifications);
  - b. all negotiations between the Seller and the Buyer shall continue to be conducted exclusively via the Communicator;
  - c. once the sale is completed, the Seller must submit to the Service Provider all documents required to procure and deliver the Product to the Buyer.
13. As a benefit of selling according to Point 11 above, the Seller may be eligible for a discount on regular platform fees specified in the Appendix 2; determination of the discount amount remains solely at the discretion of the Service Provider.
14. The Offer may not contain references to other websites if it is possible to purchase the Product through them, bypassing the Portal.
15. Only brand-new, fault-free Products may be offered.
16. Brand new means a complete, unused Product, in unopened factory packaging (where applicable), offered with all documents and additional components supplied by the manufacturer.
17. A defect free Product is a fully functional, undamaged Product with all the features and specifications specified by the Seller in the Offer.
18. The Offer should include all information relevant to a potential Buyer. The Seller must ensure that all information provided is true, complete and not misleading to a prospective Buyer. In particular, the Seller should include all information required by applicable law.

19. Content may be attached to an Offer. Any attached Content should comply with the requirements set out in the Terms and Conditions and, in particular, should not mislead Buyers.
20. The Seller is fully responsible for the content of the Offer and any Content attached to it.
21. The Seller shall determine the price of the Product taking into account the applicable legal provisions.
22. Before accepting the Offer, the Buyer should verify that the delivery or collection of the Product does not involve the payment of customs duties or other import taxes (charges). The costs associated with the customs procedure and the payment of taxes shall be borne by the Buyer.
23. Irrespective of the payment of the price of the Product, the Seller may only charge the User for transport costs.
24. The Offer will be published as soon as it has been approved by the Seller.
25. The Seller will specify the duration of the Offer (even indefinite). After its expiry, the Buyer cannot accept the Offer. The duration of the Offer may be extended.
26. The Service Provider reserves the right to check any Offer, even before it is published. If the Offer is found to be in breach of the Terms and Conditions, the law or applicable social norms, the Service Provider may take the necessary measures to remedy the breach. In particular, the Service Provider may:
  - a. refuse to publish the Offer;
  - b. withhold publication of the Offer and make its publication subject to the fulfilment of additional conditions by the Seller;
  - c. remove the Offer entirely;
  - d. suspend the Offer and make its resumption subject to the fulfilment of additional conditions by the Seller;
  - e. amend the Offer to bring it into compliance with the requirements of the Terms and Conditions (including the Content of the Offer).
27. By submitting an Offer, the Seller accepts the terms of payment for the Product as set out in these Terms and Conditions.
28. The User has the right to submit a request for an Offer through the appropriate function provided on the Platform.
29. The request for an Offer should include an exact description of the Product being sought, along with all relevant details regarding the User's preferences that the Product should meet. Request for an Offer submitted by the User should include in particular:
  - location of the installation;

- required equipment (it is possible to provide a specific model of the equipment or to provide the required parameters of the equipment);
  - asked quantity or power for the specific equipment;
  - full or partial response are accepted;
  - logistical details (required offer for logistics, delivery start and end date, frequency of deliveries);
  - upfront payment split;
  - submission deadline;
  - validity of submitted Offers.
30. The submitted request for an Offer will be available to the Sellers of the Platform for submitting Offers of the Product specified in request for an Offer.
31. The User has the right to accept one of the Offers presented by the Sellers.
32. The process of negotiation or transaction related to the acceptance of the Offer submitted by the Seller will be subject to the standard terms specified in these Terms and Conditions.
33. For the sake of clarity all negotiations and communications between Users must be conducted exclusively through the Communicator. Any communications conducted beyond the Communicator shall not be considered as evidence in case of disputes regarding fees or service quality. The Service Provider's records of communications through the Communicator shall be considered definitive.

## **§ 15 CONCLUSION OF THE SALES CONTRACT**

1. The Seller is bound by the Offer from the time it is published.
2. The Seller may withdraw the Offer until it has been accepted by the Buyer.
3. The price specified in the Offer is valid for a maximum of 3 business days from the day of price confirmation by the Buyer in the 'Order status'. After the expiration of the period indicated above, the price shown in 'Order status' is expired. The price goes back to the amount of the price from the Seller's active Offer. If the Offer is not valid anymore (removed / no stock) the Product is removed from the negotiation. If the negotiation had only one Product - the negotiation in "Order Status" will be cancelled.
4. The Seller shall immediately withdraw the Offer if circumstances arise which prevent the conclusion of the Sales Contract.
5. The Seller may modify the content of the Offer until the Offer is accepted by the Buyer. The modification may not involve a change in the Product offered.



6. The Sales Contract is concluded when the Buyer accepts the Offer, which is done by selecting the appropriate button on the Portal interface, confirming the wish to purchase.
7. When concluding a Sales Contract, the Buyer selects one of the available delivery options.
8. In the case of negotiations, the Buyer contract is concluded when the Seller and the Buyer agree on the terms and conditions of the Sales Contract.
9. The conclusion of the Sales Contract is confirmed by an e-mail sent to the Seller and the Buyer.
10. The conclusion of a Sales Contract is between the Seller and the Buyer. The Service Provider is not a party to any Sales Contract entered into between the Seller and the Buyer.
11. The choice of payment method may affect the amount and method of calculating fees (as per [Appendix 2](#)).
12. The Buyer shall pay the price (and transport costs) for the Product within 3 days of the conclusion of the Sales Contract. If the payment is not made within this period, the Sales Contract shall be terminated, unless the Seller and the Buyer agree otherwise.
13. The Seller must maintain in stock products for the period specified in the point above.
14. If a sales contract cannot be fulfilled, the Seller must inform the Buyer of the situation immediately (at the latest within 24 hours from the occurrence of the cause).
15. The Seller is obliged to respond immediately to all questions, comments and complaints related to the concluded Sales Contract. The time limit for answering cannot be longer than 24 hours (excluding Saturdays, Sundays and holidays).
16. The Seller will deal with any complaints made by the Buyer in good faith.
17. Sales Contracts are concluded on the basis of and in accordance with the laws of the Republic of Poland, as agreed by the Seller and the Buyer agree. In justified cases the Seller and the Buyer may request the Service Provider to change the applicable law. In giving its consent, the Service Provider will determine the appropriate manner and form of the choice of another law.

## **§ 16 PAYMENT FOR THE PRODUCT**

1. Except the 2P Model, the Seller may specify in the Offer payment method as an unsecured wire transfer. This payment method is only available to Sellers who hold the status on the Platform of Verified Seller / Trusted Seller / Super Seller. Detailed information on how to obtain above mentioned statuses is available at: <https://sun.store/en/verified-sellers>. Option of the unsecure wire transfer must be activated by the Service Provider through the platform.
2. Payments are conducted in euros (EUR). The user may choose GBP as the currency. All amounts specified in euros (EUR) will be converted to British pounds (GBP) based on the exchange rate from the last completed session of the European Central Bank (ECB). The exchange rate used for conversions will be the official rate published by the ECB on the day preceding the date of

payment. The Service Provider may add 2% of the converted amount to cover any additional potential banking costs of the Seller.

3. The User may pay for the Product by means of a service provided by a third party collaborating with the Service Provider.
4. Information about third parties who cooperate with the Service Provider is available on the Portal.
5. Detailed payment arrangements of the third party collaborating with the Service Provider, including information on costs, are available at: [stripe.com](https://stripe.com)
6. The User can pay for the product using the PayPal service available on the Platform.
7. Detailed payment arrangements for PayPal, including information on costs, are available at: [Opłaty dla handlowców | PayPal PL](#)
8. Making payments through PayPal is limited to a maximum amount per one transaction to EUR 5 000,00 (or amount in GBP appropriately converted to the equivalent of EUR 5 000,00).
9. When making payments through the PayPal service or through other third party collaborating with the Service Provider, the Service Provider reserves the right to add a commission to the Price of the Products. This commission is intended to cover additional costs associated with transaction processing and using online payment services available on the Platform.
10. Amount of the commission charged may vary depending on the variable terms applied by the third party collaborating with Service Provider, including PayPal. Such changes may result from the pricing policy of the third party collaborating with Service Provider, changes in contract terms, or available payment methods.
11. Added commission may differ from the standard fees charged by PayPal or other third party collaborating with Service Provider, due to the variety of payment methods such as credit cards, debit cards, or other payment forms supported by the PayPal or other third party collaborating with Service Provider. Additionally, differences in the commission may arise from different fee rates established by PayPal or other third party collaborating with Service Provider for different types of transactions or types of payment accounts.
12. The Seller accepts and agrees to cover any additional charges or differences in commission levied by PayPal or other third party collaborating with Service Provider, which may result from differences in payment methods used by the Buyer.
13. The Service Provider does not act as an intermediary in payments between the Seller and the Buyer, and in particular does not accept or store the payment made for the Product.
14. The Service Provider is not responsible for the accuracy of the payment transactions made.

15. For transactions conducted under the 2P Model, The Platform acts as an intermediary in negotiations and payments between Sellers and Buyers. The Buyer's final invoice will display sun.store company details.

#### **§ 16A SECURED WIRE TRANSFER**

1. The Seller may enable Secured Wire transfer as described below.
2. The Secure Wire Transfer functionality ensures transaction credibility between Users.
3. The use of Secured Wire transfer requires the prior registration of a user account within the Stripe services by the Seller.
4. If Secured Wire transfer is selected, the Buyer shall pay the price of the products to a dedicated sub-account managed by the Service Provider. The transfer of the payment of the price to the Seller is dependent on the delivery of the products.
5. The Platform ensures transaction credibility by:
  - a. verifying the identity of transaction participants;
  - b. confirming successful delivery of Products;
  - c. maintaining proper transaction documentation;
  - d. managing payment flows between parties.

#### **§ 17 PAYMENT PAYOUT PROCESS**

1. In the event of a transaction where the Buyer has selected the Secured Wire Transfer option for the respective payment, the Buyer is obligated to inform the Service Provider of receiving the specific Product within 3 business days of its receipt by pressing the "**Confirm Delivery**" button – "self-declaration". If the Service Provider has received information from the Seller that the Product has been dispatched or otherwise delivered and should already have reached the Buyer, the Service Provider will allocate 2 (two) business days to the Buyer to confirm receipt of the Product or report its non-receipt.
2. In case of the Buyer's failure to fulfil the obligations referred to in point 4 above, the Service Provider shall instruct Stripe on the possibility of transferring the funds corresponding to the transaction amount to the Seller's bank account. Upon confirmation by the Buyer of receiving the Product, the Service Provider requests a transfer of funds corresponding to the transaction amount to the Seller's bank account. If the Buyer informs the Service Provider of not receiving the Product within the deadlines specified in point 4 above, the Service Provider will suspend the payment instruction until the Seller provides proof of delivery in accordance with the provisions of this paragraph, i.e., a CMR document or "self-declaration" below. The

Service Provider shall inform the Seller of the Buyer's declaration of non-receipt of the Product immediately, and in any case no later than within 1 business day of its receipt.

3. The Seller is obligated to provide the Service Provider with proof of delivery (CRM document) within 28 days from the date of notification by the Service Provider of the Buyer's declaration of non-receipt of the Product, as referred to in point 4 above.
4. The Seller uploads proof of delivery (CMR document) to request a payout of the Secured Wire transfer. Uploading the CMR document is done by placing the document in the Communicator.
5. The Buyer has 4 (four) days to verify the CMR document uploaded by the Seller in the Communicator. If the Buyer has objections to the delivery, such objections should be reported within the aforementioned 4 days by clicking the "report delivery issue" button in the Communicator. In the event that the Buyer does not raise an objection by clicking the "report delivery issue" button within the specified period, the Service Provider shall deem the Buyer to have no objections or claims regarding the delivery of the Product, and the funds will be automatically released to the Seller's account.
6. In the event that the Buyer raises a claim regarding the CMR document submitted by the Seller within the 4 (four) days specified in point 8 above, the Service Provider shall manually verify the submitted CMR document and, at its own reasonable discretion, make a decision on releasing of the secured balance. Once the attached CMR document is confirmed by the Buyer or the Service Provider, The Platform requests a payout of the amount of the secured balance.
7. In case of the Seller's failure to provide proof of delivery (CMR document) within the deadlines specified therein in point 8 above, the Service Provider requests a refund of the paid price to the Buyer.
8. The Platform may, in justified cases, send the request for payment of the secured balance to Stripe even in the absence of a CMR document, in particular when:
  - a) it is not possible to obtain a CMR document, but the delivery has been made;
  - b) the Buyer accepts the payment of funds to the Seller.
9. The Platform sends request to return the paid price by the Buyer:
  - a) if it is clear from the CMR document provided that delivery of the products has not taken place;
  - b) if the Seller does not upload a correct CMR document within 28 days of the date of payment, unless a different date is agreed between the Buyer and the Seller.
10. In case of complaints reported to the damaged goods, claims should be resolved directly between the Buyer and the Seller to agree on terms.

11. Due to legal requirements and the technical solutions implemented by Stripe, the disbursement of funds to the Seller's account (excluding sun.store acting as a seller) will occur no sooner than 7 days after the funds are credited.
12. If the Service Provider acts as the Seller in any transaction, the provisions outlined above concerning the verification and release of payments (including the requirement to provide proof of delivery or follow confirmation protocols) shall not apply. Instead, the disbursement of funds occurs immediately after the corresponding funds are credited to the Service Provider's dedicated sub-account. However, the payment process will still operate as a secured payment, ensuring that the funds are held securely by Stripe until they are transferred to the Service Provider's account. For the avoidance of doubt, the Platform does not provide any financial services to Sellers or Buyers. In particular, the Platform does not collect funds or maintain accounts for Sellers or Buyers.
13. If the Seller fails to respond to the Service Provider's messages regarding a disputed transaction with the Buyer within 7 days, the Service Provider has the right to refund the payment to the Buyer and the Sale's Contract between the Seller and Buyer shall be deemed cancelled unless otherwise instructed by the Buyer. In this case the Seller and Buyer hereby agree that this Clause shall have the priority over any transaction terms and Sale Contract agreed between the Seller and Buyer.
14. For all matters not covered herein, the Platform's Terms and Conditions shall apply.
15. The Platform shall not bear any liability towards Buyers for refunds arising especially from failures or delays resulting from incorrect or non-SEPA bank account details provided by the Buyer, or from any other circumstances which are not attributable to the Service Provider.

#### **§ 17A LEGACY PAYOUT TRANSITION**

1. The Platform hereby explicitly inform all Users that, following the migration of the Service Provider data and its activities to a new business entity and in this respect as well as the payment structure, this a transitional legacy period of 3 (three) months will be maintained during which payouts from the Platform's previous Stripe account (the "Legacy Stripe Account") will continue.
2. After the expiration of the 3-month Legacy Stripe Account period, any remaining and unsettled balances associated with concluded Sales Contracts will be paid out to the Sellers automatically, without requiring the submission of additional documentation or confirmation, provided that such Sellers have previously received at least one payout via the Legacy Stripe Account.

3. The Platform shall not bear any liability for any payout failure resulting from the Seller's failure to update bank account details or if provided incorrect bank data or confirm receipt of prior payouts during the transition period.
4. These provisions apply exclusively to transactions completed under the previous Stripe infrastructure prior to the business migration and do not alter the current payout rules under §17.

#### **§ 18 BUY NOW PAY LATER**

1. The Portal allows payments to be made on a Buy Now Pay Later (BNPL Payment) model.
2. The decision to enable BNPL Payment is made by the Seller.
3. BNPL Payments are made through Aria (société par actions simplifiée, registered with the RCS of Bobigny under number 839 836 608, whose registered office is located at 5 Rue Pleyel, 93200 Saint-Denis, France).
4. The availability of BNPL Payments may be subject to the User's registered office or place of business (natural persons).
5. The use of BNPL Payments require the provision of additional information about the User. The Service Provider does not collect such additional information.
6. Eligibility for BNPL Payments is subject to Aria's individual approval.
7. Payment of funds to the Seller's account is made after the final invoice is issued and added as an attachment in the negotiation chat.
8. Detailed terms and conditions for the use of BNPL Payments are available at: [www.helloaria.eu/en/terms/tc-beneficiary](http://www.helloaria.eu/en/terms/tc-beneficiary).
9. The use of BNPL Payments may incur additional fees and commissions.
10. BNPL Payments may be made through Stripe. In such case, they shall take place in accordance with the rules set forth in § 16 and 17 above.
11. For the avoidance of doubt, all financing services are provided by Aria and the Service Provider shall not be a party to any contract or have any liability to the User in connection with such financing services.

#### **§ 19 COMMUNICATOR**

1. As part of the Portal, the Service Provider makes the Communicator available to the Users, enabling them to exchange correspondence relating to a particular Offer.
2. A Buyer interested in the Offer may contact the Seller by sending a private message through the Communicator.

3. When using the Communicator, Users must comply with the rules for posting the Content.
4. It is forbidden to use the Communicator in a manner that is contrary to the law, regulations or social norms, in particular
  - a) for purposes not related to the Seller's offer;
  - b) for advertising purposes by sending unsolicited commercial communications.
5. The Communicator remains available even after the conclusion of the Sales Contract. Through it, Users can communicate on all matters related to the execution of the Sales Contract.

## **§ 20 PAYMENT ORDER**

1. It is possible to create payment order within the Platform.
2. Payment orders are generated automatically after the conclusion of the Sales Contract.
3. The possibility to issue a payment order is decided by the Seller, who specifies all the necessary data to be included in the payment order.
4. The payment order is to be used for payment purposes only and should therefore not be used for tax / VAT purposes.
5. The Products mentioned in payment order are not owned, sold or bought by the Service Provider and will be invoiced by the Seller separately.
6. Any information on VAT value is indicative and the Service Provider is not responsible for their accuracy.
7. The VAT will be calculated based on the location of the Seller's warehouse, delivery address (if applicable) and EU VAT status of the Buyer. It is indicative only. The Buyer may contact the Seller to confirm the VAT rate. The final invoice will be provided by the Seller.

## **§ 21 EVALUATIONS**

1. Within the Portal, Buyers can rate Sellers and the Products they offer. Ratings given to individual Sellers are available to all Users of the Portal. The Service Provider reserves the right that the rating system may not be available for the entire period of operation of the Portal.
2. Ratings can be descriptive (comments) or point-based (within the scale available on the Portal).
3. Reviews can only be submitted by Users who have concluded a Sales Contract with the Seller.
4. The feedback can be given no later than 30 days after the conclusion of the Sales Contract.
5. The Seller may respond to each comment feedback with a comment.
6. The comment should meet the Content requirements and, in addition, the comment:
  - a. should refer directly to the concluded Sales Contract and the products covered by it;

- b. should not contain non-substantive elements, in particular offensive elements;
  - c. must not contain false information;
  - d. may not be used to force the Seller to take any action that the Seller is not obliged to take under the Sales Contract, these Terms and Conditions or applicable law.
7. The Service Provider reserves the right to delete and moderate comments that do not comply with the conditions set out in the Terms and Conditions.
  8. The ratings given to a Seller may affect the Placement rules for future Offers by that Seller.

## **§ 22 PLACEMENT OF OFFERS**

1. The Portal offers the possibility to search for Offers using a search engine.
2. After searching for a given phrase, the User will be presented with a list of Offers sorted according to the criteria chosen by the User (including price, popularity).
3. By default, Offers are ranked according to the "Best Fit" criterion. "Best Fit" is determined on the basis of a comparison between the content of the User's request and the content of the Offer. In addition, the Portal takes into account the following factors:
  - a) popularity of the Offer;
  - b) the number of available Products;
  - c) the price of the Product;
  - d) rating of the Seller and the Products;
  - e) location of warehouses with Products.

## **§ 23 FREIGHT SERVICES**

1. The Service Provider may for the specific transaction, at its sole discretion, enable "Delivery by sun.store" option for specific Products' offer.
2. On the Seller's exclusive request the Service Provider may organize, through a Professional Carrier, the Freight Services of Products under the Sales Contract. The Freight Services is an exclusive service performed by the Service Provider in favour of the Seller and the Seller shall indemnify and hold the Services Provider, to the maximum extent permitted by law, harmless against Buyer's claims resulting from or connected with the Freight Services. Any delivery arrangements made between the Seller and Buyer shall constitute a separate, from Freight Services, service.



3. The Seller reserves the right to offer the Freight Services only from and for the selected destinations and quantities which is reflected in the availability of selecting the delivery option under the specific Offer.
4. The Freight Services shall be deemed ordered once the Seller will notify the Service Provider that Sale Contract includes the delivery and the Freight Services are to performed in favour of Seller. Such notification shall include all the information reasonably requested by the Service Provider, otherwise the Service Provider shall be authorized to reject the performance of freight.
5. Once the Service Provider accepts the Freight Services, the Seller and Buyer shall receive the shipping details including the relevant tracking link (if made available by the Professional Carrier) on the sun.store platform.
6. By entering the Freight Services the Seller and Service Provider agree that:
  - a. price lists for the Freight Services are to be provided by the Service Provider individually for each Seller's warehouse, and may differ depending on delivery and shipment specification. Each price list has to be approved by the Seller by an email confirmation to the Service Provider.
  - b. the delivery of Products under the Freight Services will be carried out from the Seller's warehouse and at the address specified by Seller. It is the Seller's obligation to share with the Service Provider any constraints related to the pick-up and / or drop-off locations (for example operating hours, vehicle types acceptance).
  - c. the Seller is solely responsible for properly preparing the Products for picking up, shipment and acceptance of properly delivered Products to the Buyer under the Freight Services,
  - d. each delivery of Products will be documented with the appropriate CMR consignment note and any other document required by the Professional Carrier or Service Provider. The CMR document will be shared with the Seller in the due course.
  - e. the Service Provider shall bear no responsibility for the delivery failure and delays if such failure or delay is caused by the factors beyond the Service Provider's control, including force majeure cases; in such case, the Service Provider, directly or through the Professional Carrier, may unilaterally change the delivery date and place or may, at its discretion, agree on these changes with the Seller in advance.
7. The Service Provider will promptly inform the Seller of any potential delivery delays or the occurrence of any other events or circumstances that may affect the delivery. The responsibility of the Service Provider for timely delivery of goods is limited solely to exercising

due diligence, and the Service Provider is not liable for its consequences and up to the amount of the insurance covering such delivery.

8. Once the Freight Services are performed the Service Provider shall deliver the Seller with an electronic invoice for the Freight Services containing respective payments terms and details. The amount on the invoice will correspond to the agreed amount from the corresponding price list. The agreed transportation cost is always calculated based on the price per unit of the Product and applies to the specified address and shipment size. In case of a change of the address (both pick-up and delivery), delay / acceleration of transport, packaging dimensions and weight, changes to transportation method (for example required a track with a lift), goods not being ready for pick-up (warehouse closed, not able to provide goods etc.), or any other factors beyond the control of the Service Provider, the Service Provider will be entitled to charge an additional fee for such changes. The charges will be added to the respective party (Buyer or Seller).
9. All notices and communications under the Service Services shall be addressed at: freightforwarder@sun.store.
10. Freight Services are concluded on the basis of and in accordance with the laws of the Republic of Poland.

#### **§ 24 LIABILITY OF THE SERVICE PROVIDER**

1. In addition to other provisions of this Terms and Conditions regarding the Service Provider's liability, the Service Provider shall not be liable for:
  - a. the actions of the Users in violation of the rules set out in the Terms and Conditions;
  - b. the quality of the Products offered and delivered to the Buyer (unless the Service Provider is the Seller);
  - c. if the Seller (which is not the Service Provider) delivers, or makes available for pick-up, Products with a different specification than presented on the Portal;
  - d. the Users' inability to fulfil the Sales Contracts concluded;
  - e. improper performance or non-performance of the Sales Contract by Users;
  - f. non-payment of the price by the Buyer;
  - g. improper performance of the warranty or guarantee by the Seller (which is not the Service Provider);
  - h. the provision of payment services by third parties;
  - i. violation by the User of the rights of third parties in connection with the use of the Account or the Portal (including intellectual property rights).

2. The Service Provider is not responsible for the correct tax / VAT treatment of the underlying transactions on which the Sales Contract is concluded. This is explicitly the responsibility of the User's (both Sellers and Buyers). This does not apply to the Sales Contracts to which the Service Provider is a party.
3. The Service Provider is not responsible for fulfilling any legal obligations related to manufacturer compliance declarations (including EU Conformity Certificate).
4. The Service Provider is not responsible for fulfilling any legal obligations related to electronic waste. Legal obligations related to electronic waste are regulated depending on the legal provisions of the Seller's or the Buyer's country. This does not apply to the Sales Contracts in which the Service Provider is the Seller.
5. The User is responsible for and indemnifies The Service Provider in respect of the payment of all taxes, excise duties and VAT arising from the Sales Contracts concluded.
6. The Service Provider shall make every effort to limit the risks associated with the conclusion of Sales Contract through the Portal.
7. The Seller is solely responsible for ensuring compliance with all applicable regulations and requirements relating to their activities and Products. The Service Provider bears no responsibility for the Seller's compliance obligations.
8. On the request of the Service Provider or Buyer, the Seller has to present respective documentation confirming the above points.

#### **D. PAYMENTS IN CONNECTION WITH THE USE OF THE PORTAL**

##### **§ 25 PAYMENT FOR THE PORTAL**

1. Access to the Portal is free of charge. The Service Provider does not charge for Registration.
2. Use of the Portal is free of charge for Buyers.

##### **§ 26 FEES**

1. Fees, including commissions, are charged for the use of the Portal by the Seller.
2. The detailed rules of payment of the fees (including commissions) are defined in Appendix 2.
3. The commission is charged for each sales transaction agreed or completed through the Portal.
4. The commission is payable by the Seller and may be deducted from the transaction price.
5. If the Seller is overdue with the commission payment, the Service Provider is authorized to block the Seller's wire transfer payment method for the Seller for the period of such over-indebtedness.
6. The Seller is obliged to check the current rules for charging and calculating fees.

7. By publishing an Offer, the Seller accepts the applicable rules for determining commissions and other fees as set out in Appendix 2 and its payment.
8. The rules for the payment of fees are subject to change in accordance with the procedure set out in Appendix 2.
9. For transactions conducted under the 2P Model all fees will be automatically deducted by the Service Provider from the transaction amount before transferring the remaining balance of the price to the Seller. Detailed fee statements are available for Sellers to review upon request. The Portal reserves the right to adjust fee structures for 2P Model transactions, with notice provided to Sellers in accordance with these Terms and Conditions.
10. If the Seller does not report discrepancies between a concluded transaction and its reflection on the Platform, the Service Provider can charge the mentioned fee for each of the manually modified transactions. An operational fee of 20 EUR can be charged to the Seller (excluding sun.store if applicable) for any manual processing required due to Seller's oversight. This fee covers additional administrative costs incurred by the Service Provider.

## **E. INTELLECTUAL PROPERTY RIGHTS**

### **§ 27 INTELLECTUAL PROPERTY RIGHTS TO THE PORTAL CONTENT**

1. The Portal contains content that is protected by intellectual property rights, in particular works, trademarks and other intangible assets, the rights to which belong to the Service Provider or third parties.
2. The User agrees to use all content presented on the Portal solely for his own personal use.
3. The User undertakes to respect intellectual property rights. In particular, any copying, modification or public reproduction of the content provided is prohibited without the written consent of the Service Provider, unless it results from separate agreements or mandatory legal regulations. This prohibition applies in particular to:
  - a. the Product databases;
  - b. solutions for adding and editing multiple Offers;
  - c. a module for calculating transport costs;
  - d. solutions that integrate the Portal with payment services.

### **§ 28 LICENCE**

1. The User grants the Service Provider a non-exclusive, territorially unlimited licence to use the Content to the extent necessary for the operation of the Accounts and the conduct of Sales on the Portal.
2. The licence is granted in particular for the following uses:
  - a. permanent or temporary reproduction, in whole or in part, by any means and in any form, including digital recording and reproduction of the Content;
  - b. modifying, editing, translating or supplementing the Content to the extent necessary to bring it into compliance with the Terms and Conditions or to adapt it to the requirements of the Portal;
  - c. use the Content for marketing purposes, including the promotion of the Portal, the Service Provider, the User or individual Offers;
  - d. display and make the Content available to the public in such a way that anyone can access it from a place and at a time individually chosen by them, in particular by posting the Content on the Portal (this applies only to Content that is intended to be made public).
3. The Service Provider is entitled to grant sub-licences within the scope of the above-mentioned areas of use.
4. The User grants other Users a non-exclusive, territorially unlimited licence to use the Content, to the extent necessary for their use of the Portal, in the following scope:
  - a. permanent or temporary reproduction of all or part of the Content in connection with the use of the Portal;
  - b. display the Content in connection with the use of the Portal.
5. Licences are granted for the period during which the Content remains posted on the Portal.

## **F. COMPLAINTS AND REPORTS OF IRREGULARITIES**

### **§ 29 COMPLAINTS PROCEDURE**

1. Users may lodge complaints on matters relating to the Services.
2. Complaints relating to the performance of Sales Contracts should be made directly to the Sellers.
3. Complaints may be lodged:
  - a. in writing, by registered letter to the registered address of the Service Provider indicated in § 1.3 of the Terms and Conditions;
  - b. by e-mail at [contact@sun.store](mailto:contact@sun.store).
4. A properly submitted complaint must contain at least the following information
  - a. identification of the User (including contact details)

- b. a description of the problem giving rise to the complaint.
- 5. Complaints that do not contain the above information will not be processed.
- 6. The Service Provider will endeavour to resolve complaints within 30 days. The Service Provider reserves the right to extend the period referred to in the first sentence, if it is necessary to obtain additional information from the User.
- 7. The Service Provider will immediately inform the User of the outcome of the complaint in the form in which it was received.

### **§ 30 REPORTING OF IRREGULARITIES**

- 1. Anyone may notify the Service Provider of any irregularity in the operation of the Portal or in the activities of individual Users.
- 2. The notification may be sent to the following e-mail address: [contact@sun.store](mailto:contact@sun.store).
- 3. Upon receipt of a request, the Service Provider may request additional information or documents.

### **G. FINAL PROVISIONS**

#### **§ 31 FINAL PROVISIONS**

- 1. This version of these Terms and Conditions shall enter into force on 01.08.2025.
- 2. Contracts and Sales concluded before 01.08.2025 remain subject to the previous version of these Terms & Conditions ([previous version](#)) unless respective parties agree to apply this version.
- 3. The Service Provider reserves the right to modify the content of the Terms and Conditions.
- 4. The Service Provider reserves the right to change the content of the Portal and the scope of Services.
- 5. Amendments to the Terms and Conditions shall enter into force on the date determined by the Service Provider, but not earlier than 14 days after the amended text of the Terms and Conditions is published on the Portal. Users will also be informed of the changes by e-mail.
- 6. The User's use of the Portal after the introduction of such changes shall constitute the User's acceptance of such changes.
- 7. Changes to the Terms and Conditions do not affect actions taken by the User prior to the changes.
- 8. The Terms and Conditions shall be governed by Polish law.
- 9. In matters not regulated by the Terms and Conditions, the provisions of Polish law shall apply accordingly.

10. In case of any discrepancy between the content of these Terms and Conditions and the provisions of individual contracts concluded between the Service Provider and the User for the provision of Services, the provisions of such contracts shall prevail.
11. Disputes arising from the interpretation or implementation of these Terms and Conditions shall be settled by the court with jurisdiction over the Service Provider's registered office, subject to exceptions under generally applicable law.

#### **H. APPENDICES**

Appendix 1 List of countries and territories from which Users are entitled to use the Portal

Appendix 2 Payments and commissions

**APPENDIX 1**  
**TO THE TERMS AND CONDITIONS LIST OF COUNTRIES AND TERRITORIES FROM WHICH USERS**  
**MAY USE THE PORTAL**

The Service Provider provides the Services only to Users who have their registered office or place of business (natural persons) in the territory of the following countries:

1. Albania
2. Andorra
3. Austria
4. Belgium
5. Bosnia and Herzegovina
6. Bulgaria
7. Republic of Cyprus
8. Croatia
9. Czech Republic
10. Denmark
11. Estonia
12. Finland
13. France
14. Georgia
15. Germany
16. Greece
17. Hungary
18. Iceland
19. Ireland
20. Italy
21. Kosovo
22. Liechtenstein
23. Lithuania
24. Luxembourg
25. Latvia
26. Malta
27. Montenegro
28. Republic of Moldova
29. Monaco
30. The Netherlands



31. North Macedonia
32. Norway
33. Poland
34. Portugal
35. Romania
36. San Marino
37. Serbia
38. Slovakia
39. Slovenia
40. Spain
41. Sweden
42. Switzerland
43. Ukraine
44. United Kingdom

## **APPENDIX 2**

### **FEES TERMS AND CONDITIONS**

[Link to the fees table](#)

(available only for the approved sellers)