

MPPK GROUP SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ

WEBSITE REGULATIONS

www.countryofanimals.com

§1. Preliminary Provisions

1. These Regulations set out the general rules and conditions for the organisation and functioning of the www.countryofanimals.com website maintained by the company under the business name: MPPK GROUP Spółka z ograniczoną odpowiedzialnością with its registered office in Szymanów, ul. Północna 1 bud. 2, 51-180 Szymanów (Poland), entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, 9th Commercial Division of the National Court Register under number: 0000971556, Tax Identification Number NIP: 8943049521 and Statistical Number REGON: 022284428, including in particular the rules and technical requirements for the provision of services by electronic means via the website.
2. These Regulations constitute the regulations referred to in Article 8 of the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws of 2019, item 123, as amended). The rules and conditions for the organisation and functioning of the website www.countryofanimals.com are governed by Polish law.
3. These Regulations constitute a standard form contract within the meaning of Article 384 of the Act of 23 April 1964 – Civil Code (Journal of Laws of 2023, item 1610, consolidated text of 14 September 2023, as amended).
4. Use of the website shall imply that the user has read and accepted the terms of these Regulations.

§2. Glossary

SERVICE PROVIDER – MPPK GROUP Spółka z ograniczoną odpowiedzialnością with its registered office in Szymanów, ul. Północna 1 bud. 2, 51-180 Szymanów (Poland), entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, 9th Commercial Division of the National Court Register under number: 0000971556, Tax Identification Number NIP: 8943049521 and Statistical Number REGON: 022284428, email: administracja@alphaspirit.pl, contact phone number: +48 535 045 130.

WEBSITE – the website at www.countryofanimals.com, including all subpages, i.e. all services provided within the Website's domain: Contact Form / Newsletter.

REGULATIONS – this document.

USER – a natural person conducting business activities and using the Website in connection with these activities, a legal person or an organisational unit without legal personality and their representatives using the services provided electronically via the Website.

WORKING DAYS – days of the week from Monday to Friday, excluding Saturdays and public holidays.

DURABLE MEDIUM – a material or tool that makes it possible to store information addressed personally, in a way that allows access to it in the future for a period of time appropriate for the purposes of this information, and allows the unchanged reproduction of the information stored.

ELECTRONIC SERVICES – services provided without the simultaneous presence of the parties (remotely) through the transmission of data at the individual request of the User, sent and received by means of devices for the electronic processing (including digital compression) and storage of data, and entirely broadcast, received or transmitted by means of a telecommunications network within the meaning of the Telecommunications Law Act of 16 July 2004 (Journal of Laws of 2022, item 1648, consolidated text of 5 August 2022, as amended).

CONTACT FORM – a form available on the Website that enables the User to contact of the Service Provider in a direct, quick and effective manner and meets the definition of a durable medium, i.e. makes it possible to store information in a way that allows access to it in the future for a period of time appropriate for the purposes of this information, and allows the unchanged reproduction of the information stored.

FORCE MAJEURE – a sudden, external event beyond the control of the parties, impossible to predict or prevent, in particular floods, earthquakes, natural disasters, wars, terrorist attacks, social unrest, mobilisation, transport shortages, strikes, lockouts, torrential rain, downpours or other violent weather phenomena, epidemics, pandemics, delays in delivery and local phenomena, such as fire or road disasters.

Any term defined above shall have the same meaning regardless of whether it appears in singular or in plural.

§3. General Provisions

1. The Website shall be maintained, monitored and administered by the Service Provider (including in respect of personal data protection).

2. In order to exercise the rights specified in the Regulations, the User may contact the Service Provider at any time on Working Days, from 9 a.m. to 5 p.m.:

- a. through an online contact form available at www.countryofanimals.com
- b. by email: administracja@alphaspirit.pl
- c. by phone: +48 535 045 130
- d. at the following address: ul. Północna 1 bud. 2, 51-180 Szymanów, Poland.

3. If the User has attempted to contact the Service Provider outside the Service Provider's working days and hours specified in paragraph 2 above, the Service Provider shall make every effort to promptly contact the User through the available means of communication.

4. In order to make full use of the Website, the User shall meet the following minimum technical requirements:

- a. have a computer or another mobile device with internet access and an active email address,
- b. have a web browser capable of displaying websites: Mozilla FireFox 53 or higher, Google Chrome 58 or higher, Microsoft Edge 13 or higher, Microsoft Internet Explorer 11.0 or higher; some Store applications may require the installation of software such as Java or Java Script or other software specified by the Service Provider (the minimum technical requirements for internet connections for these applications: bandwidth of at least 256 kbit/s),
- c. have a minimum screen resolution of 1024x768 pixels, with necessary cookies enabled.

5. The website shall be optimised for a minimum screen resolution of 640x1136 pixels.

6. If the User uses hardware and software that do not meet the technical requirements specified in the Regulations, the Service Provider does not guarantee the proper functioning of the Website. The User's internet costs shall depend on the price list of the telecommunications operator or internet access provider used by the User. These costs and any other costs incurred to meet the technical requirements specified in paragraphs 4 and 5 above shall be borne by the User.

7. The Service Provider declares that the public nature of the internet and the use of the services provided electronically may involve the risk of Users' data being obtained and modified by unauthorised persons, which is why Users should apply appropriate technical measures to minimise the above risks. In particular, they should use anti-virus programs and programs protecting the identity of internet users.

8. The Service Provider shall not be liable for the functioning of the GSM and LTE networks, the internet or other similar networks used by Website's Users or for the individual settings of phones, computers or other end devices used by Users to contact the Service Provider.

9. The Service Provider uses cookies, which are saved by the Service Provider's server on the hard disk of the User's end device when the Website is used. Cookies are used to ensure that the Website functions properly on the User's end device. Cookies do not destroy the User's end device and do not cause configuration changes in that device or software installed on it. Every User can disable cookies in the web browser of their end device. The Service Provider notes that disabling cookies may cause difficulties or prevent the use of the Website. Detailed information about cookies in the context of the functioning of the Website can be found in the Privacy Policy, available at www.countryofanimals/privacypolicy.

10. The User shall have access to the Website 24 hours a day. However, the Service Provider reserves the right to temporarily suspend the operation of the Website for maintenance reasons or to update data or expand technical facilities.

11. Use of the Website shall be voluntary and free of charge.

12. The User shall not post unlawful content on the Website, in particular pornographic, vulgar or offensive content. The Service Provider reserves the right to remove such content. The Service Provider shall not be liable to the User for damage resulting from preventing access to the data referred to in the first sentence.

13. The Service Provider may terminate the User's right to use the Website as well as restrict their access to some or all of the Website's resources with immediate effect if the User infringes the Regulations, and in particular:

- a. infringes the personal rights of third parties via the Website, in particular the personal rights of other Users of the Website,
- b. makes it difficult for other Users to use the Website, including audiovisual materials, by interfering with individual elements of the Website or the IT environment in which the materials are located,
- c. places on the Website or in the IT environment in which the materials offered through the Website are located scripts, programs or files that may disrupt the operation of the Website or the IT environment in which the materials are located,
- d. uses solutions (including devices or software) enabling unauthorised use of the Website,
- e. blatantly infringes these Regulations and generally applicable laws.

14. The Service Provider shall not be liable to the User for damage resulting from preventing access to the Website pursuant to paragraph 13 above.

§4. Services Provided Electronically

1. The following services provided by the Service Provider electronically shall be available to Users:

- a. Contact Form service,
- b. Newsletter service.

2. The Service Provider reserves the right to choose and change the type, form, time and manner in which access to selected services is granted, of which Users shall be notified in a manner appropriate to the change in the Regulations.

Contact Form

1. The Contact Form service shall consist in sending a message directly to the Service Provider through a form available on the Website.

2. In order to correctly send a notification through the Contact Form, the User shall provide the following data and confirm the transmission of the notification by clicking the "Send" button:

- a. name,
- b. subject of the message,
- c. content of the message,
- d. email address for correspondence with the Service Provider.

3. A copy of the User's message shall be sent to the Service Provider through the Contact Form and automatically sent to the User to the email address indicated by them as confirmation of transmission (durable medium).

4. The Service Provider shall not be liable for the consequences of providing an incorrect or invalid contact email address.

5. The User may cease using the free-of-charge Contact Form service at any time by stopping to send enquiries to the Service Provider through this form.

Newsletter

1. The Service Provider shall provide the Newsletter service consisting in sending by email commercial information about its goods, services, promotions, offers, campaigns and events, including blog articles and social media posts on its business profile.

2. The Newsletter service may be used by any User who provides their email address by ticking a relevant option in the Contact Form made available by the Service Provider on the Website.

3. After sending the completed Contact Form (and consenting to receive commercial information from the Service Provider by ticking a relevant box), the User shall receive confirmation of the notification to the email address provided in the registration form with further activation instructions.

4. After the Newsletter service is selected, the User's email address shall be added to a mailing list for sending commercial content. Future editions of the Newsletter shall be sent to the email address provided by the User in the Contact Form.

5. The Newsletter shall be sent by the Service Provider to all Users who have subscribed to it.

6. The Newsletter service shall be provided free of charge for an indefinite period of time.

7. The User may unsubscribe from the Newsletter at any time by clicking a link contained in every newsletter email and by activating a relevant field.

8. The Service Provider may terminate the User's agreement with 7 days' notice or terminate their right to use the Newsletter service and may, with immediate effect, restrict their access to some or all of the content if the User uses Newsletter content in violation of applicable laws, third-party rights and the Regulations, as well as relevant practices and principles of community life.

9. If either party terminates the agreement, the Newsletter shall no longer be sent to the email address provided by the User.

10. The User's email address and personal data shall be immediately removed from the newsletter mailing list, which shall be signalled by a message confirming the operation.

11. By subscribing to the Newsletter, the User shall consent to advertisements and commercial information within the meaning of the Act of 18 July 2002 on the provision of services by electronic means and the Telecommunications Law Act (Journal of Laws of 2022, item 1648, consolidated text of 5 August 2022, as amended) being sent from the Website via the Newsletter to the User's email account.

12. The Service Provider undertakes to provide services of the highest possible quality. However, it shall not be liable for any interruptions or disruptions caused by Force Majeure events or unauthorised actions by third parties.

13. The Service Provider shall not be liable if the User cannot access the Newsletter for reasons beyond the Service Provider's control. The Service Provider reserves the right to interrupt the operation of the registration module for short-term periods for scheduled maintenance work on the website, server or software used to send the Newsletter.

§5. Liability

1. The Service Provider shall be liable to the User for non-performance or improper performance of the agreement within the limits of losses actually incurred by the User, excluding liability for any lost profits, or indirect or consequential damages.

2. The Service Provider shall not be liable for non-performance or improper performance of the agreement as a result of a Force Majeure event. If Force Majeure circumstances or circumstances constituting the consequences of a Force Majeure event, including economic, logistic or legal consequences, occur, the Service Provider shall retain the right to immediately amend or withdraw from the agreement. The Service Provider shall not be liable for damage resulting from a wrongful act or omission of an injured party or a wrongful act of a third party for which the Service Provider is not liable.

3. In particular, the Service Provider shall not be liable for damage resulting from:

- a. failure by the User to meet the technical requirements for compatibility with the Service Provider's ICT system,
- b. inability to access the Website for reasons beyond the Service Provider's control,
- c. improper use of the Website by the User, including use contrary to the Regulations, applicable law or good practice,
- d. maintenance breaks in the operation of the Website,
- e. loss of data by the Customer as a result of external factors or other circumstances beyond the Service Provider's control.

4. Persons infringing generally applicable laws and the terms of these Regulations shall be fully liable for such actions.

§6. Complaints

1. Any complaints related to the functioning of the Website may be submitted by the User to the Service Provider in the following form:

- a. by email,
- b. through the Contact Form,
- c. by letter to the following address: MPPK GROUP Spółka z ograniczoną odpowiedzialnością, ul. Północna 1 bud. 2, 51-180 Szymanów (Poland), with the note "Complaint".

2. The Service Provider recommends that a complaint contain the full name, company name, address of the registered office, email address of the User, date on which the Website was used, a description of the subject of the complaint and its justification and the signature (if the complaint is submitted in writing). If the information referred to in the preceding sentence is provided, the Service Provider will be able to process the complaint faster, but this is just a recommendation by the Service Provider and does not affect the effectiveness of complaints submitted without the recommended description of the complaint.

3. The parties shall work together to resolve complaints.

4. The User shall promptly inform the Service Provider of the reasons for a complaint.

5. If a complaint does not contain details enabling contact with the User, it shall not be considered.
6. In order to clarify any doubts regarding a complaint, the Service Provider may contact the User via the email address provided, using the method of communication selected by the User. If the complaint has defects other than those indicated in the point above or where necessary to properly process the complaint, the Service Provider shall immediately contact the User so that the complaint can be supplemented. If the data cannot be verified, the complaint shall not be considered.
7. The Service Provider shall immediately confirm receipt of a complaint.
8. The Service Provider shall respond to a complaint related to the functioning of the Website submitted by the User within 14 days from the date of the request containing the complaint.

§7. Copyright

1. The Service Provider represents that documents and content protected by copyright, trademarks and other intangible assets protected by intellectual property rights owned by the Service Provider can be found on the Website and in Newsletters provided.
2. All rights to the Website, including copyrights, intellectual property rights to its name, internet domain and Website design, as well as to templates, forms and logos posted on the Website (except for logos and photos posted on the Website to present goods, with the consent of third parties – copyright holders) shall belong to the Service Provider.
3. The User undertakes to use any content presented on the Website for personal use only. The use and disposal of materials posted on the Website, including copies of Works, shall require the prior written consent of the Service Provider, otherwise being null and void.

§8. Protection of Personal Data

The rules for the protection of personal data transferred via the Website on the terms of these Regulations are set out in the Privacy Policy, available at www.countryofanimals/privacypolicy.

§9. Final Provisions

1. The Regulations shall be available to Users in electronic form (*pdf) on the Website, with the option to create a permanent record.
2. The User may access the Regulations at any time, download them free of charge from the Website and make a printout of them. The User may gain access the Regulations at the Service Provider's registered office.
3. The Service Provider reserves the right to change the Regulations.
4. Changes to the Regulations shall be binding on the User if they are notified of them and do not terminate the agreement for the provision of electronic services within 14 calendar days from the date of notification.
5. The Service Provider shall send changes to the Regulations to the User by email at least 14 days prior to their effective date and inform the User that they have the right to terminate the agreement if they do not accept the changes.
6. If the User does not accept the proposed changes, they may submit a notice of termination of the agreement to the Service Provider in writing or using the available means of communication on the day preceding the effective date of the changes at the latest. Failure to submit the notice within the above time limit shall imply acceptance of the changes to the Regulations.

7. The Regulations shall not exclude or limit any Users' rights arising from mandatory laws. In the event of any conflict between the provisions of the Regulations and mandatory laws, the latter shall prevail.

8. In matters not regulated in these Regulations, generally applicable provisions of Polish law shall apply, including in particular the Act of 23 April 1964 – Civil Code (Journal of Laws of 2023, item 1610, consolidated text of 14 September 2023, as amended), excluding the United Nations Convention on Contracts for the International Sale of Goods.

9. If individual provisions of these Regulations prove ineffective, this shall not affect the effectiveness of the remaining provisions. In place of the provisions that prove ineffective, provisions that correspond to the meaning and purpose of these Regulations as a whole shall be deemed effective.

10. Any disputes related to the performance of the services and agreements under the Regulations shall be resolved by the Polish court having jurisdiction over the registered office of the Service Provider.

11. The use of out-of-court complaint handling and redress methods shall be voluntary.

12. These Regulations shall be effective from 20 November 2023.