

TERMS AND CONDITIONS OF RARS.GOV.PL ONLINE SERVICE

I. DEFINITIONS

The terms used in this document shall have the following meaning(s):

1. "Agency" – Rządowa Agencja Rezerw Strategicznych with its registered office in Warsaw (00-844 Warszawa, ul. Grzybowska 45), Tax Identification Number (NIP): 526-00-02-004, REGON statistical number: 012199305;
2. "Online Service" – the online service operated by the Agency, available at www.rars.gov.pl;
3. "User" – any natural person, legal person or organisational unit without legal personality who uses the Service in any way,
4. "Terms and Conditions" – this document that, in particular, sets out the terms and conditions of operations and use of the Service, as well as the rights and obligations of its Users and the rights and obligations of the Agency;
5. "Financial Donation" – an amount of money that constitutes a donation within the meaning of the Civil Code, paid by the User to be used for the benefit of Ukraine, in particular for the purposes related to the assistance of victims of the consequences of warfare on the territory of Ukraine, through the Service;
6. "Regular Financial Donation " – a donation made by the User on a regular monthly basis in an amount and on a day of the month specified by the User;
7. "In-Kind Donation" – a movable item that constitutes a donation, provided by the User to the benefit of Ukraine, in particular for the purposes related to the assistance of victims of the consequences of warfare on the territory of Ukraine, through the Agency.

II. PRELIMINARY PROVISIONS

1. The Service enables the Users to perform the following actions:
 - 1) To access to information on the Agency's activities,
 - 2) To make payments of Financial Donation(s) and Regular Financial Donation(s),
 - 3) To report an intention to make In-Kind Donation(s).
2. Each User is obliged to comply with the provisions of these Terms of Conditions as soon as they begin to use the Online Service.
3. Before using the Online Service, the User is obliged to read the Terms and Conditions. By using the Online Service in any way, the User(s) declare(s) and confirm(s) that they

have read the Terms and Conditions, accepted the provisions specified herein, and shall comply with them.

4. The current version of the Terms and Conditions is available to the Users under the REGULAMIN tab of the www.rars.gov.pl website. It is publicly and freely available to all stakeholders, in particular to the Users, in a manner that facilitates to get the text of the Terms and Conditions, get familiar with its contents, save and store the text of the Terms and Conditions in the ordinary course of activities by means of an IT system used by a stakeholder.
5. The logo and the name of the Agency are legally protected and owned by the Agency. Any use of the logo or the name of the Agency without the consent of the Agency, other than in cases permitted by generally applicable law, is prohibited.
6. Copyright to graphic elements of the Online Service and other content placed therein by the Agency, constituting a work as defined by the Copyright and Related Rights Act of 04 February 1994 (Journal of Laws 2021, item 1062), as well as the appearance of the Online Service as a whole, are exclusively owned by the Agency or by third parties with whom the Agency concluded appropriate licensing agreements. Any copying, duplication and/or distribution of elements of the Online Service, as well as its design as a whole, without the consent of the Agency, is prohibited.
7. In order for the Users to properly use the services available on the Online Service, it is necessary to use:
 - 1) Desktop computer, laptop/notebook, smartphone or other multimedia device with an access to the Internet,
 - 2) Access to email,
 - 3) Updated web browser: Mozilla Firefox, Internet Explorer, Opera, Google Chrome, Safari, Samsung Internet, or Microsoft Edge,
 - 4) Recommended minimum screen resolution: 1024x768,
 - 5) The storage of cookies and JavaScript in the web browser should be enabled.
8. The User is obliged to use the Online Service in a manner consistent with the law and good practices, with due regard to respect of the personal rights, copyrights and intellectual property of the Agency and any third parties. The User is obliged to enter true and correct data. The Users are forbidden to provide any unlawful content.

III. SERVICE - ACCESS TO INFORMATION ON THE AGENCY'S ACTIVITIES

1. The Agency shall spare no effort to ensure that all information available on the Online Service is reliable, complete, truthful, and up-to-date.
2. The Users of the Online Service have the possibility to share information found on this Online Service on social networking sites. For this purpose, however, it is necessary to register on such portals in advance.
3. The Online Service is provided free of charge to the Users.

IV. FINANCIAL DONATIONS TO UKRAINE

1. Financial Donations and Regular Financial Donations can be made on the Online Service via the services made available by online payment operators or by direct deposit of the donation into the Agency's bank account without the need to use the services provided by the online payment operators.
2. The online payment operators are:
 - 1) PayU SA (hereinafter referred to as "PayU"), with its registered office in Poznań (address: ul. Grunwaldzka 186, 60-166 Poznań), Tax Identification Number (NIP): 779-23-08-495, REGON statistical number 300523444, National Court Register: KRS 0000274399,
 - 2) PayPal (Europe) S.à r.l. et Cie, S.C.A. (hereinafter referred to as "PayPal"), with its registered office in Luxembourg (22-24 Boulevard Royal, L-2449 Luxembourg), commercial register number: R.C.S. Luxembourg B 118 349 .
2. Financial Donations and Regular Financial Donations made using the systems of the online payment operators can be made by the means of:
 - 1) An electronic transfer;
 - 2) A payment card (credit or debit);
 - 3) A traditional bank transfer
 - 4) BLIK mobile payments.
3. The details of payment processing are set out in the terms of use specified by the online payment operators that are available on the relevant websites:
 - 1) <https://poland.payu.com/pomoc>;
 - 2) <https://www.paypal.com/pl/smarthelp/home>.
4. The payments of the Regular Financial Donations and the one-off payments of the Financial Donations made by payment cards are delivered through the online payment systems of the online payment operators.
5. The payment of the Regular Financial Donations is renewed automatically at the end of each subscription period. This means that the amount of the Regular Financial Donation specified by the User is automatically debited from the payment card. If the

funds on the cards are not sufficient or the authorisation limit is too low, the payment of the declared amount is not made.

6. The online payment operators do not charge the Users any fees for making the Financial Donations or Regular Financial Donations.
7. The User may cancel the payment of the Regular Financial Donation at any time by contacting the Agency (danuta.nowisz@rars.gov.pl or anna.orlow@rars.gov.pl or anna.swiatek@rars.gov.pl).
8. In case of any problems with payments of the Financial Donation or the Regular Financial Donation, please report them to the Agency (danuta.nowisz@rars.gov.pl or anna.orlow@rars.gov.pl or anna.swiatek@rars.gov.pl).
9. The payments of Financial Donations and Regular Financial Donations directly to the Agency's bank account (thus bypassing online payment operators) are available in three currencies: PLN, EUR, and USD.
10. When making a donation directly to the Agency's bank account, the User(s) should choose one of the following bank accounts depending on the currency and the specific purpose of the donation:
 - 1) Accounts in PLN:
 - i. BIC/SWIFT: GOSKPLPW EN, account no. PL 79 1130 1017 0000 3159 1526 4085, message: Donation for Ukraine
 - ii. BIC/SWIFT GOSKPLPW EN; account no. PL 52 1130 1017 0000 3159 1526 4086, message: Donation for Ukrainian refugees in Poland
 - 2) Accounts in EUR:
 - i. BIC/SWIFT GOSKPLPW EN; account no. PL 74 1130 1017 0000 3159 1526 4078, message: Donation for Ukraine
 - ii. BIC/SWIFT GOSKPLPW EN; account no. PL 63 1130 1017 0000 3159 1526 4082, message: Donation for Ukrainian refugees in Poland
 - 3) Accounts in USD:
 - i. BIC/SWIFT GOSKPLPW EN; account no. PL 36 1130 1017 0000 3159 1526 4083, message: Donation for Ukraine
 - ii. BIC/SWIFT GOSKPLPW EN; account no. PL 09 1130 1017 0000 3159 1526 4084, message: Donation for Ukrainian refugees in Poland

as recipient of the transfer, please mention: Rządowa Agencja Rezerw Strategicznych
ul. Grzybowska 45, 00-844 Warszawa, and the name of the bank: Bank Gospodarstwa
Krajowego.
11. The bank fees and charges, including possible currency conversion fees, for the payment of a donation are generally borne by the donors. For some banking systems, it is also possible to use the following options:

- 1) BEN transfer, in which the cost of bank fees will be deducted from the donations made;
 - 2) SEPA transfer using the SHA option: the payer only pays a fee to his own bank for making a foreign transfer;
 - 3) SEPA transfer using the OUR option: all fee requests will be directed to the payer of the transfer.
12. If the Users wish to receive a confirmation of the payment of their donation or to conclude a written donation agreement, they should inform the Agency (danuta.nowisz@rars.gov.pl or anna.orlow@rars.gov.pl or anna.swiatek@rars.gov.pl) before making the donation payment.

V. NOTIFICATION OF THE INTENTION TO MAKE THE IN-KIND DONATION

1. For users interested in making an in-kind donation, the Agency provides a special application form within the Service.
2. The user enters into the form the details of the In-kind Donation he/she wishes to make through the Agency and his/her contact details to enable the Agency's employees to contact him/her in order to arrange for the delivery of In-kind Donations to Ukraine.
3. Contact details may also be used by the Agency's IT system to, inter alia, automatically provide the Donor with information on the progress of deliveries.
4. In order to use the service, the user must fill in all the data required in the form and provide the necessary contact details and accept the terms and conditions of the service provided.
5. The Service is provided free of charge to the User.

VI. COMPLAINTS

1. Each User has the right to lodge a complaint on matters related to the functioning of the Service.
2. Complaints should be submitted electronically (to the Agency's email address: helpdesk@rars.gov.pl – please include the word "Complaint" in the title field) or in writing.
3. The Agency shall reply to the complaint within thirty (30) days of receipt.
4. A reply to the complaint shall be sent to the User at the email address indicated in the complaint or, if the complaint has been made in writing, to the email address mentioned in the letter, or in a written form to the address specified in the letter.
5. The Agency hereby informs that all complaints concerning the services provided electronically by third parties – when the access to these services is related to the use of the Online Service by the Users, including those provided by online payment

operators – are dealt with by these third parties in the manner specified in the terms of use of the service(s) provided by these parties.

VII. PERSONAL DATA

1. All information regarding the Agency's processing of Users' personal data is available in a separate document: Rules of personal data processing at Rządowa Agencja Rezerw Strategicznych.

VIII. FINAL PROVISIONS

1. None of the provisions of these Terms and Conditions is intended to infringe the rights of the User(s). The Agency may change these Terms and Conditions without giving reasons at any time.