

## TERMS AND CONDITIONS

of using the internet domain cardby.co

of 31th December 2024

Netsphere sp. z o.o. with its registered office in Warszawa, ul. Świeradowska 47 Warszawa, entered in the Register of Businesses of the National Court Register by the District Court For Capital City Of Warszawa in Warszawa, 13th Economic Department of the National Court Register under no. KRS: 0001128930, NIP: 5214087219 and REGON: 52973361200000, with a share capital/paid-up capital of 5.000,00 PLN, establishes the Terms and conditions for the use of the website cardby.co as follows:

### §1

#### [Definitions]

1. **“Terms and Conditions”** - these Terms and Conditions for the use of the website cardby.co of 31th December 2024, made available free of charge by the Operator for the entire period of its validity (in the most current version), available within the Service and available to be saved on a durable medium at any time by the person using the Service.
2. **“Voucher”** - a digital instrument of entitlement, issued by the Operator, to which a specific and non-modifiable amount has been assigned, specified in PLN (Polish zloty), EUR (euro), USD (US dollar), entitling to its exchange at the Partner.
3. **“Exchange Code”** - A unique sequence of characters, assigned to each Voucher, enabling the Exchange to be executed.

4. **"Identification Code"** - a unique Voucher number that allows identification of the Voucher without revealing the Exchange Code.
5. **"Value of the Voucher"** - the balance of the Voucher that allows the execution of Exchange. The original Value of the Voucher is determined at the time of its purchase.
6. **"Voucher validity period"** - the period during which the Voucher can be effectively exchanged for goods and/or services offered by the Partner.
7. **"Operator"** - Netsphere sp. z o.o. with its registered office in Warszawa, ul. Świeradowska 47 Warszawa, entered in the Register of Businesses of the National Court Register by the District Court For Capital City Of Warszawa in Warszawa, 13th Economic Department of the National Court Register under no. KRS: 0001128930, NIP: 5214087219 and REGON: 52973361200000, with a share capital/paid-up capital of 5.000,00 PLN, being the Administrator of the Service and the issuer of the Vouchers.
8. **"Partner"** - any entity, independently and autonomously cooperating with the Operator in the field of emission and handling of the Exchanges, having a dedicated Partner's Website, where the execution of the Voucher (Exchange) may take place.
9. **"Partner Website"** - the website of each Partner that allows the Exchange under the terms and conditions set by each Partner (independently).

10. **“User”** - a person or entity purchasing a Voucher from the Operator, via the Service, identified by the Operator on the basis of the e-mail address provided by the User, having a residence, place of business or registered office in any country in the world, excluding the Democratic People's Republic of Korea (DPRK), Iran, Myanmar, South Africa, Bulgaria, Burkina Faso, Croatia, Cameroon, Kenya, Democratic Republic of the Congo, Philippines, Haiti, Jamaica, Yemen, Mali, Mozambique, Namibia, Nigeria, Senegal, South Sudan, Syria, Tanzania, Turkey, Vietnam, Afghanistan, Barbados, Burkina Faso, Cameroon, Democratic Republic of Congo, Philippines, Gibraltar, Haiti, Jamaica, Yemen, Mali, Mozambique, Myanmar/Burma, Nigeria, Panama, Republic of South Africa, Senegal, South Sudan, Syria, Tanzania, Trinidad and Tobago, Uganda, Vanuatu, Vietnam, United Arab Emirates, Russian Federation.

11. **“Consumer”** -

1. a natural person making a purchase of a Voucher from the Operator, by means of the Service, when the purchase is not directly related to his/her business or professional activity,
2. a natural person making a purchase of a Voucher from the Operator, by means of the Service, when the purchase is directly related to his/her business activity, but it follows from the content of the agreement concluded with the Operator that it is not of a professional nature for this person, resulting in particular from the subject of his/her business activity, made available on the basis of the regulations on the Central Register and Information on Business Activity.

12. **“Service”** - the website available at [cardby.co](http://cardby.co), administered by the Operator.

13. **“Payment Site”** - a website (service) that enables payment for a Voucher and handles the payment process, administered by an entity cooperating with the Operator.

14. **“Payment Terms and Conditions”** - the terms and conditions available every time on the Payment Site, which is subject to acceptance by the user initiating the payment process on the Payment Site.
15. **“Exchange”** - an action carried out by the Partner, consisting in the exchange of the full value of the Voucher for offered goods and/or services and made available for exchange by the Partner (availability in the Partner's offer and making available for exchange are assessed at the time of each order for the execution of the Exchange).
16. **“Minimum Exchange Value”** - the minimum amount that allows the Partner to carry out the Exchange. The Minimum Exchange Value is determined each time by the Partner, without consulting the Operator and without any interference from the Operator.

## **§2**

### **[General provisions]**

1. The Operator provides within the Service the possibility to purchase a Voucher, issued by the Operator and subject to Exchange on the Partner's Site. Each Partner is dedicated to a unique type of Voucher (i.e. a series of Vouchers subject to Exchange for goods and/or services of a given Partner).
2. Each Partner handles a specific type of issued Voucher and determines the independent terms and conditions of the Exchange (Voucher execution), including, in particular, the range of goods and/or services on offer and made available for Exchange by the Partner, under the terms and conditions set forth in these Terms and Conditions and under the respective Partner's requirements, including within the terms and conditions of the Voucher redemption process at a specific Partner.

3. Vouchers subject to Exchange for goods and/or services of one Partner are not subject to Exchange at another Partner. The Operator does not offer to purchase and issue Vouchers subject to Exchange at more than one cooperating Partner.
4. Each Voucher contains a unique Exchange Code. The Voucher cannot be exchanged at the Partner in any other way than by entering the Exchange Code.
5. Each of the Partners cooperating with the Operator has a dedicated sub-page (within the Service), which contains a complete and up-to-date list of goods and/or services subject to Exchange using a Voucher, as well as information on the Minimum Exchange Value.
6. The User may purchase a Voucher directly within the Service for its own benefit or for the benefit of any third party. The Voucher may be used by any person disposing of it, i.e. directly by the User as well as by any third party (Voucher bearer).
7. Voucher is not an electronic payment instrument, electronic money instrument or payment card.
8. The Voucher is not exchangeable in whole or in part for cash. The funds for which the Voucher is purchased are not subject to interest.
9. The Operator reserves that the Partner may require additional verification of the of the party carrying out the Voucher Exchange

### **§3**

#### **[Conditions of purchase and use of the Voucher]**

1. The purchase of a Voucher by the User is performed within the Service, by:
  1. specifying the desired value of the Voucher,
  2. selecting one of the available purchase currencies,
  3. indicating an e-mail address,
  4. making payment using the payment method selected by the User, accepted by the direct payment system available on the Payment Site.
2. Immediately after the successful completion of the payment, the Voucher is automatically issued by the Operator and transmitted in documentary form, to the e-mail address indicated by the User, along with confirmation of the transaction.
3. The User is presumed to act as a Consumer when purchasing a Voucher.
4. User who is a business entity and wishes to purchase a Voucher as part of his/her business activity is required to inform the Operator in advance - by sending information to the Operator's e-mail address: [netsphere24@gmail.com](mailto:netsphere24@gmail.com). The e-mail address can also be found within the Service.
  1. In response to the information directed to the e-mail address given, the Operator will provide the User with instructions for purchasing the Voucher.
  2. The Operator will issue a debit note to the User who is a business entity for the amount corresponding to the value of the purchase, with a payment term of 14 days.
5. The validity period of the Voucher is 1 (in words: one) year, counting from the moment of its issuance by the Operator unless it is deactivated earlier. The validity period of the Voucher is indicated in the e-mail message addressed to the User after the purchase of the Voucher.
6. The minimum purchase value of the Voucher is:
  1. 10 (in words: ten) PLN;
  2. 5 (in words: five) EUR;

3. 5 (in words: five) USD.
7. The amount of the Voucher purchase determines the original Value of the Voucher and can only be set before the purchase is made. Once the purchase has been made, the User cannot increase the Value of the Voucher. The Voucher cannot be recharged.
8. A User making an Exchange may not settle partially with a Voucher and partially in another form (e.g., non-cash payment, partial payment with another Voucher).
  1. The Voucher may be used within the Voucher Validity Period.
  2. The Voucher is subject to Exchange for the full Value of the Voucher. It is not possible to realize the Exchange partially, i.e. in relation to a part of the Value of the Voucher.
9. The validity period of the Voucher and the Value of the Voucher can be verified by the User via a dedicated gateway within the Service.
10. Upon expiration of the Voucher Validity Period, the Voucher shall be automatically deactivated and may not be used in any way, including, in particular, subject to Exchange.
  1. If the Voucher has remained unused during the Voucher Validity Period, the User is not entitled to a claim for a refund of the Value of the Voucher not used until the expiration of the Voucher Validity Period.

## **§4**

### **[Complaint and right of withdrawal]**

1. The User acting in the relationship with the Operator as a Consumer, purchasing a Voucher at a distance, has the right to withdraw from the contract of purchase of a Voucher within 14 calendar days from the date of its conclusion (date of payment processing), without having to indicate the reason for withdrawal.

1. In order to withdraw from the Voucher purchase agreement, the User may address the withdrawal statement using the model withdrawal form provided within the Service.
  2. In order to submit the withdrawal statement, the User must provide the Identification Code and the e-mail address where the Voucher was purchased.
  3. If the Voucher has been used through its Exchange by the time the deadline for withdrawal has expired, the withdrawal is not eligible and the Operator is not obliged to reimburse the User the amount equivalent to the Value of the Voucher that has been realized (has been used - subject to Exchange). The Operator verifies the status of the use of the Voucher in cooperation with the Partner.
  4. Upon effective exercise of the right of withdrawal, the User shall be refunded the amount equivalent to the Value of the Voucher. The Value of the Voucher will be refunded using the same method of payment used by the User when purchasing the Voucher.
  5. Upon effective exercise of the right of withdrawal, the Voucher shall be deactivated.
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2. The User that is not a Consumer does not have the right to withdraw from the contract.
  3. The User has the right to submit complaints related to the purchase or realization of the Voucher in the form of an e-mail to: [netsphere@gmail.com](mailto:netsphere@gmail.com). The Operator shall respond to the User's complaint within 14 days of its receipt.
    1. Within the content of the submitted complaint, the User is obliged to:
      1. indicate the Identification Code and, if the User does not have an Identification Code, the transaction number assigned in connection with the initiated payment (by the Payment Site) for the purchase of the Voucher,
      2. describe in detail the reason for the complaint and indicate the date on which the reason for the complaint occurred.
    2. The complaint must be submitted from the e-mail address that was indicated to the Operator when the Voucher was purchased.
    3. The complaint will be reviewed within 14 calendar days from the date of its submission, in accordance with Terms and Conditions.
  4. If the complaint is approved:
    1. the User may be returned the Value of the Voucher



or

2. a new Voucher may be issued to replace the Voucher whose purchase or redemption was subject to complaint. In such a situation, the Voucher whose purchase or redemption was subject to complaint will be deactivated.

## **§5**

### **[Limitations of Liabilities]**

1. The Operator undertakes to ensure the proper functioning of the Service and the availability of Vouchers, allowing the User to acquire a Voucher in accordance with the input parameters, corresponding to the User's request for the Value of the Voucher and the possibility of its use during the entire Voucher Validity Period.
2. The Operator is not responsible for the use of the Voucher by a person who came into possession of it unlawfully, as well as for the transfer or disclosure of the Exchange Code to a third party, for the third party coming into possession of it unlawfully, and also for the loss of the Voucher for reasons beyond the Operator's control. In the event that the aforementioned events occur, the User shall not be entitled to any claims against the Operator.
3. The Operator shall not be responsible for the proper functioning of the Partner's Website and for the proper execution of the Exchange, as well as for the execution and fulfillment of any other obligations, lying on the Partner's side both in connection with the use of the Voucher and independently of its use.
4. The Operator shall not be responsible for the inability to perform the Exchange due to any reasons lying on the Partner's side. In particular, the Operator shall not be liable for insufficient Value of the Voucher, which is lower than the Minimum Exchange Value.
  1. Before performing the Exchange, the User is obliged to verify each time the Minimum Exchange Value, determined on the Partner's Website.

5. The Operator is not responsible for the functioning of the Payment Site or any other transmission network used by the User.
6. The Operator is not responsible for any technical problems on the side of the Users, in particular, related to the inability to open and read the Voucher due to the lack of software that supports opening and reading of files in PDF format.

## **§6**

### **[Final provisions]**

1. The Terms and Conditions come into effect on the 17th of May.
2. The Terms and Conditions are distributed free of charge to any person using the Service.
3. The User is obliged to read and accept the Terms and Conditions each time before making a payment for a Voucher. By making a purchase, the User confirms that he/she has understood and accepts the Terms and Conditions.
  1. The User is also obliged to read all documents, containing conditions related to the procedure of purchase and use (Exchange) of the Voucher, made available by the Partner to whom the Voucher purchased by the User is dedicated;
  2. By making a purchase, the User confirms that he/she has understood the content of the Terms and Conditions and accepts their content.
4. The Operator reserves the right to amend these Terms and Conditions. Amendments will be effective from the date specified in the Terms and Conditions or from the date of their publication within the Service.

5. The law applicable to these Terms and Conditions shall be Polish law.
6. In all matters not covered by these Terms and Conditions, the provisions of generally applicable Polish law shall apply.