

TERMS AND CONDITIONS

§1. DEFINITIONS

The terms used in these Regulations shall be understood as follows:

COMPANY

GTRADX sp. z o.o. with its registered office in Krzeczyn Wielki at ul. Makowa 14, entered in the Register of Entrepreneurs kept by the District Court in Wrocław, 9th Commercial Division of the National Court Register, under KRS number: 0001205160, NIP 692-254-74-19, REGON 543238445.

GTRADX

An online platform operated by the Company, on the terms specified in the Regulations, containing offers for the sale of Goods, according to the rules described in these Regulations.

ADMINISTRATOR

An entity responsible for the management, maintenance, and operation of GTRADX, as well as for ensuring its security, availability, and proper functioning. The Administrator may be either a natural or legal person acting on the basis of legal provisions or concluded agreements.

TERMS AND CONDITIONS

This document.

GOODS

Expressed by specifying its name and characteristics in a manner that allows the Customer to identify it unambiguously and indisputably, posted in accordance with the rules and content resulting from these Terms and Conditions.

REGISTRATION

The procedure of creating an Account by the User.

ACCOUNT

An account created in connection with business activity, created and maintained in accordance with the rules set out in the Terms and Conditions.

USER

VENDOR and Buyer using the GTRADX platform in accordance with the Terms and Conditions.

VENDOR

A User who takes steps to sell or sells Goods as part of an Offer. Only an entity conducting business activity, including a legal person or an organizational unit that is not a legal person, with the legal capacity to conclude contracts, may be a VENDOR.

BUYER

A user who takes steps to purchase or purchases Goods within GTRADX. The Buyer may only be an entity conducting business activity, including a legal person or an organizational unit that is not a legal person, having the legal capacity to conclude contracts.

VERIFIED USER

A user who has sent the necessary documents to the Company, on the basis of which the Company verifies them based on publicly available data. The verification levels are described in this document.

FOREIGN ENTITY

A legal person or organizational unit without legal personality, which has its registered office outside the territory of the Republic of Poland.

OFFER

A proposal to conclude a contract for the sale of Goods on terms specified by the VENDOR, in particular including the price and description of the Goods offered, using the functionalities available within GTRADX.

ACCEPTANCE OF THE OFFER

Is an expression of interest by the Buyer in the VENDOR's offer and the submission of a binding declaration of intent to accept the terms and conditions specified in the offer to the extent necessary to establish direct contact with the VENDOR in order to finalize the purchase and sale transaction outside the platform.

TRANSACTIONS

Procedures for concluding and executing contracts for the sale and purchase of Goods between Users outside the GTRADX platform.

PAYMENT SERVICE PROVIDER

Means one or more payment service operators specified in these Terms and Conditions, depending on which operator the User has an active agreement with.

SUBSCRIPTION PERIODS

Periods of use of the GTRADX offer, according to the plan selected by Users.

§2. ROLE OF GTRADX

1. The Company's intention is to find a common and reliable space for VENDORS and Buyers of Goods that are the subject of offers submitted on this platform.
2. To this end, the Company provides Users with an online trading platform that allows them to submit Offers for the sale of goods and to transfer other content, including between Users, on the terms described in the Terms and Conditions. None of the functionalities should be equated with knowledge of the content transferred by Users. In the event of non-compliance of the content with the law or the Terms and Conditions, the Company shall take the measures described in this document to detect and remove such content.
3. The Company shall not be liable for the behaviour of Users within GTRADX or for their improper performance or non-performance of contracts concluded outside the platform, as well as for the consequences of actions taken by Users and third parties and

constituting a violation of the provisions of the Terms and Conditions, if, despite exercising due diligence, it did not know or could not have known about the illegality of the actions of the User or a third party and for this reason did not take immediate action to remove the violations, their effects, or prevent access to the information.

4. The Company shall not be liable for the quality, safety, or legality of the Goods sold as part of the Offer, the ability of VENDORS to sell, the solvency of Buyers, or the accuracy and reliability of information and other content provided/transmitted by Users as part of GTRADX.

§3. TERMS AND CONDITIONS OF PARTICIPATION

I. VENDORS

1. The GTRADX platform operates on the basis of the following paid subscription plans developed for VENDORS:
 - a) VENDOR BASIC,
 - b) VENDOR PRO,
 - c) VENDOR UNLIMITED
2. In addition to the paid subscription plans for VENDORS listed in section 1, GTRADX offers the option of creating a free VENDOR UNPAID Account, which does not grant any privileges.
3. The subscription plan for VENDORS is attached as Appendix 1 to these Terms and Conditions.
4. Subscription plans for VENDORS are expressed in terms of their duration and should be understood as follows:
 - a) a monthly subscription period is a calendar period lasting from the date of subscription activation to the same date in the following month,
 - b) a subscription year is a period of 12 consecutive months, counted from the date of its activation. This means that the subscription will last exactly 12 full months from the date of its activation, regardless of the month in which it was purchased.
5. If the subscription start date falls on a day that does not occur in the following month, the subscription will end on the last day of that month.
6. A VENDOR who intends to advertise the sale of Goods must complete the Registration Form in order to create an Account. If they wish to obtain verified status, they must submit the documents referred to in these Terms and Conditions.
7. The Company reserves the right to refuse to grant access to the Account after negative verification of the data. The Company shall send the justification to the email address provided by the applicant for the Account.
8. When creating an Account, the VENDOR assigns themselves a login and password. The Administrator approves the Account.
9. When creating an Account, the VENDOR (BASIC, PRO, and UNLIMITED) accepts the terms and conditions of the GTRADX Terms and Conditions, the Privacy Policy, and pays the subscription fee in accordance with Appendix 1 to this document, after approving account by Administrator.
10. When creating an Account, the UNPAID VENDOR accepts the terms and conditions of the GTRADX Terms and Conditions and the Privacy Policy.
11. The VENDOR then fills out the product form.
12. When filling out the product form, the VENDOR enters, among other things, the net price of the Goods plus VAT, the payment formula and payment term, as well as the method of delivery of the Goods to the Buyer.

13. The Company does not verify the correctness of the VAT rate indicated by the VENDOR. The VENDOR shall be solely liable to the Buyer for any claims arising from the provision or application of an incorrect VAT rate.
14. The VENDOR may attach their own draft sales agreement for the Goods to the attached documents or, as part of the Subscription Plan they have purchased, use the draft agreements made available by the Company on GTRADX.
15. The VENDOR posts a photo of the Goods they are offering for sale. If no photo is available, the Administrator will post a photo generated with the support of AI. The Company reserves the right to remove any photo that differs from the content of the offer or is contrary to the regulations, replacing it with one generated by AI.
16. Upon acceptance of the offer by the Buyer, all procedures related to the negotiation of the remaining terms of the contract shall take place outside GTRADX, unless the VENDOR has used the Plan referred to in Appendix 1 to the Terms and Conditions.
17. From the moment the Offer is published, the VENDOR is bound by its content. The VENDOR may not effectively change its content vis-à-vis the Buyers after the Buyer has accepted the price. It is prohibited for the VENDOR to make changes to the content of the Offer that constitute a change in the Goods offered or their properties.
18. From the moment the Offer is published, the VENDOR may change its content once a month, with the prior consent of the Administrator, but no later than after the Buyer has accepted the price. The content of point 18 shall apply accordingly.
19. From the moment the Offer is published, registered Users may ask the VENDOR questions about the Offer using the GTRADX functionality.
20. The Company may verify the VENDOR at the following levels:
 - a) Level I – verification of the Company's basic documents to confirm that the VENDOR has a registered business, based on:
 - KRS/CEIDG, or foreign equivalent,
 - NIP/VAT ID, EORI (if applicable),
 - company address and contact details,
 - details of the person registering the Account (first name, last name)Verification valid for a period of 12 months.
 - b) Level II verification – verification of persons representing the VENDOR, their authority to represent the VENDOR and to submit sales offers on behalf of the VENDOR. Verification includes:
 - data as in the first level of verification,
 - power of attorney or document confirming the right to represent the VENDOR, if the Account was created by a person not disclosed in the company's registration documents. The document should be signed with a qualified electronic signature or a trusted profile or certified by a notary public. A scan (PDF) of the power of attorney may be sent if its content and form allow for unambiguous identification of the company and the scope of the power of attorney. GTRADX may request the original document or confirmation of its authenticity by contacting the person indicated in the National Court Register or by video verification.
 - e-mail address from the company domain, capital group, or authorized representative.Verification valid for a period of 12 months;
 - c) Level III verification (certified, trustworthy VENDOR) – verification is based on the following data:
 - as in verification levels 1 and 2,
 - licenses, references, certificates,
 - Central Register of Beneficial Owners,

- list of entities and persons or entities related to the manufacturer in terms of capital, organization, or personnel, subject to sanctions imposed under the regulations of the United Nations, the European Union, the United States of America, the United Kingdom of Great Britain and other jurisdictions applicable to the Offer covered by international sanctions (e.g., products originating from selected Russian and Belarusian entities included in the EU, UK, and Swiss sanctions lists),

Verification valid for 12 months.

21. After verification of all data by the Company, the VENDOR is assigned the following status:
 - a) Blue badge/L1 – means a verified business entity,
 - b) Silver badge/L2 – means a verified natural person representing the VENDOR, including their legal authority to present a binding commercial offer (including its price) and to conduct commercial correspondence with the Buyer,
 - c) Gold badge/L3 – means a certified, trusted VENDOR.
22. Verification statuses are assigned after the verification procedure has been successfully completed.
23. In each case of dispute, the final decision is made by the GTRADX Verification Team.
24. GTRADX reserves the right to revoke the verification status in cases justifying such a decision. The VENDOR has the right to file a Complaint in accordance with the rules and deadlines described in the Terms and Conditions.
25. The Offer ends upon acceptance of the price by the Buyer.

II. BUYERS

1. When using GTRADX, the Buyer may choose a paid subscription plan, provided for the so-called BUYER PRO. This plan is described in Appendix 1 to these Terms and Conditions.
2. Subscription plans for BUYERS are expressed in terms of their duration and should be understood as follows:
 - a) a monthly subscription period is a calendar period lasting from the date of subscription activation to the same date in the following month,
 - b) a subscription year is a period of 12 consecutive months, counted from the date of its activation. This means that the subscription will last exactly 12 full months from the date of its activation, regardless of the month in which it was purchased.
3. For a BUYER FRRE account:
 - a) access is granted to the Marketplace,
 - b) access is limited exclusively to offers from NON-VERIFIED VENDORS,
 - c) transactions can only be concluded with NON-VERIFIED VENDORS,
 - d) offers from VERIFIED VENDORS are not visible, and negotiations with them are not possible.
4. A Buyer who intends to purchase Goods must complete the Registration Form in order to gain access to the account.
5. When creating an Account, the Buyer assigns themselves a login and password. The Administrator approves the Account.
6. The Company verifies Buyers in order to confirm the identity and credibility of entities submitting inquiries, accepting prices, and participating in the process of purchasing Goods.
7. Buyers undergo a two-stage verification process:
 - a) Stage I – basic registration (BUYER BASIC) is based on the following data:
 - NIP/VAT ID, EORI (if applicable),

- company address and contact details,
- details of the person registering the Account (first name, last name). The email address and telephone number are confirmed via an SMS code or activation link.

At this level of verification, the Buyer gains access to browse offers and send inquiries to VENDORS, subject to prior approval by the Administrator,

- b) Stage II – is eligible only for BUYERS PRO. Includes full verification which takes place after verification of the following data:

- Data from Stage I,
- KRS/CIDG or foreign equivalent,
- power of attorney or document confirming the right to represent the BUYER, if the Account was created by a person not disclosed in the company's registration documents. The document should be signed with a qualified electronic signature or a trusted profile or certified by a notary public. A scan (PDF) of the power of attorney may be sent if its content and form allow for unambiguous identification of the company and the scope of the power of attorney. GTRADX may request the original document or confirmation of its authenticity by contacting the person indicated in the National Court Register or by video verification.

A positive verification results in the granting of VERIFIED BUYER status and a silver badge, visible in the User's profile.

8. Buyer verification is valid for a period of 12 months.
9. The Company reserves the right to refuse access to the Account after negative verification of the data. The Company will send the justification to the email address provided by the applicant for the Account.
10. Acceptance of the price by the Buyer initiates the process of agreeing and negotiating the contract with the VENDOR outside the GTRADX platform, except in the situation described in these Terms and Conditions.
11. Acceptance of the price means that the Buyer expresses interest in the VENDOR's offer and makes a binding declaration of intent to accept the terms and conditions specified in the offer to the extent that enables direct contact with the VENDOR in order to finalize the purchase and sale transaction outside the platform. After the Buyer agrees to and accepts the price, GTRADX automatically generates a confirmation of the completion of the purchase process on the platform, presenting the data of the Parties to the transaction. This confirmation does not replace the commercial agreement. This acceptance is tantamount to consenting to the transfer of the Buyer's contact details (e-mail address or telephone number) to the VENDOR, solely for the purpose of enabling direct communication and concluding a purchase-sale agreement. Acceptance of an offer on the platform does not constitute the conclusion of a purchase-sale agreement within the meaning of Article 535 of the Civil Code RP or any other agreement obliging the transfer of ownership of goods or services. The conclusion of a binding purchase-sale agreement takes place exclusively outside the platform, using templates available in the Law Library or other templates agreed upon by the Parties, by way of separate arrangements between the Buyer and the VENDOR, in accordance with applicable law. The platform acts only as an intermediary in establishing contact between the parties and is not responsible for the content or course of the final transaction.

§4.

PAYMENTS

1. The Company charges fees for the subscription of packages selected by Users, as specified in Appendix 1 to this document.

2. The fees referred to in the above point are non-refundable.
3. Payments for services provided through the Platform are processed by an external payment service provider – Stripe Technology Europe, Limited in Dublin, with its registered office at 25-28 North Wall Quay, Dublin 1, D01H104, Ireland. In Poland, Stripe Payments Sp. z o.o., ul. Ludwika Waryńskiego 3A, 00-645 Warsaw (hereinafter: "Stripe"). By making a payment, the User accepts Stripe's terms and conditions of service, available at <https://stripe.com/legal>. The Platform does not store payment card details or other financial data of the User. All payment transactions are processed directly by Stripe.
4. Invoices for payments for services provided through the Platform are issued by Stripe on behalf of and for the benefit of the Platform owner, in accordance with applicable law. The User agrees to receive invoices in electronic form. Invoices will be available to the User in the user panel on the Platform or sent to the email address provided during registration. If you have any questions or concerns regarding the invoices issued, please contact the Platform's customer service, which will forward your inquiry to Stripe if necessary.
5. Additionally, GTRADX cooperates with Fakturowania Sp. z o.o., 00-389 Warszawa, ul. Juliana Smulikowskiego 6/8 (building ZNP), NIP:521-370-44-20 to generate VAT invoices based on sales data generated from STRIPE.
6. The Platform is not responsible for any errors, delays, or failures in the Stripe payment system, unless they result from gross negligence or intentional action on the part of the Platform. Any claims related to the execution of payments or the issuance of invoices that result directly from the actions or omissions of Stripe should be directed to Stripe directly, in accordance with their terms and conditions. The Platform will make every effort to support the User in resolving payment and invoicing issues, but is not a party to the payment services agreement between the User and Stripe.
7. In order to process payments and issue invoices, the User's personal data (such as name, surname, address, tax identification number, e-mail address, transaction details) may be transferred to Stripe. The transfer of data is based on Article 6(1)(b) of the GDPR (processing is necessary for the performance of a contract) and Article 6(1)(f) of the GDPR (the legitimate interest of the controller, which is the correct settlement of transactions). Stripe processes personal data in accordance with its privacy policy, available at <https://stripe.com/privacy>. The Platform ensures that only data necessary to achieve the purpose is transferred.
8. Any complaints regarding payments or invoices issued should be reported to the Platform within 14 days of the transaction date or receipt of the invoice. Complaints should be submitted electronically to the email address contact@gtradx.com or via the contact form available on GTRADX. The Platform will consider the complaint within 14 days of receipt and inform the User of the outcome. If the complaint directly concerns services provided by Stripe, the Platform may forward the complaint to Stripe on behalf of the User or provide the User with direct contact details for Stripe.

§5. SECURITY

1. In a situation where the User's Account or activity within GTRADX requires additional data verification, or in the event that the Company has reasonable concerns about the security of the Account or a potential Transaction, in particular regarding the unauthorized takeover of the Account by another person, or in the event of a violation of the Terms and Conditions by the User, the Company may:
 - a) make the use of GTRADX or individual services provided within GTRADX conditional upon the User confirming their credibility, including their identity, with appropriate documents,
 - b) temporarily restrict access to individual services provided within GTRADX,

- c) suspend the User's Account for a definite or indefinite period of time.
- 2. Once the above circumstances cease to exist, the Company shall lift the restrictions imposed on the User.
- 3. Considering the nature of the Company's business as a provider of a portal for future transactions, the Company shall not be liable for the course of negotiations, the signing of contracts, the delivery of goods (including time), the reasons for complaints, failure to exercise due diligence on either side of the commercial transaction (VENDOR - Buyer), as well as other issues covered by the agreement between the parties. All of the above elements are regulated by the agreement concluded between the Parties.
- 4. It is the responsibility of the VENDOR and the Buyer to clarify all contractual issues. The Company does not participate in the process of negotiating the terms of a commercial contract.
- 5. The Company is not a party to the contracts for the sale of Goods concluded between Users and does not guarantee that the VENDOR and the Buyer are entitled to conclude and perform the contract. The conclusion of a contract by Users whose registered office or place of habitual residence is located in different countries may result in the Transaction being subject to the relevant provisions of foreign law.
- 6. The content of the Offer should be accurate and complete and must not mislead other Users, in particular as to the characteristics of the Goods, such as their condition, parameters, quality, quantity, origin, brand, or manufacturer.
- 7. The content of the Offer and its description should comply with the provisions of law.
- 8. The User bears full responsibility for the content posted by them in the Offer, including responsibility for any errors or inaccuracies therein.
- 9. If the Offer violates or there is a reasonable suspicion that it may violate the law, the provisions of these Terms and Conditions, or good manners, the Company may, in particular:
 - a) terminate or remove the Offer ahead of time - however, any agreements between Users concluded within the Offer shall remain valid,
 - b) refuse to publish the Offer,
 - c) remove photos, text fragments, graphics, or parameters from the Offer description.
- 10. If the User's actions violate the provisions of the Terms and Conditions or applicable law, the Company may also:
 - a) issue a warning to the User via email,
 - b) issue a warning to the User via email.
- 11. The above does not result in the blocking of the User's Account, but constitutes information that in the event of further violation of the provisions of generally applicable law or the content of this document, the Company may block the Account and prevent future transactions based on GTRADX.
- 12. In the event of significant violations of these Terms and Conditions, understood as:
 - a) the User providing false data in the Account settings,
 - b) failure to complete the User's data in the Account settings, preventing reliable verification,
 - c) publishing Offers by the User whose subject matter is prohibited Goods,
 - d) making purchases for purposes other than finalizing Transactions,The Company reserves the right to suspend the User's Account for a definite or indefinite period of time.
- 13. The Company shall notify the User of the suspension of the Account or restriction of access to certain services by e-mail, indicating the reasons for the suspension of the Account. The User may appeal in accordance with these Terms and Conditions.
- 14. A User whose Account has been suspended for the reasons indicated in the above point may not create another Account without the Company's consent.
- 15. If the Offer, including its content or the Goods offered therein, raises reasonable doubts as to the compliance of the Offer, including its content or the Goods offered therein,

with the law (including origin from a country or manufacturer subject to international sanctions) or as to the infringement of third party rights, the Company may request the User who created the Offer to provide evidence that the Offer, including its content or the Goods offered therein, complies with the law or does not infringe the rights of third parties. For this purpose, the Company shall set a deadline for the VENDOR - not less than 5 days - to provide the Company with evidence removing the doubts referred to in this point. If the VENDOR fails to submit evidence within the deadline set by the Company or submits evidence insufficient to remove the doubts in question, the Company may remove the Offer in question. The Company may block the User's ability to add further Offers in the event of violations referred to in the previous sentences.

16. GTRADX Users undertake to comply with national and international regulations on the trade in dual-use goods. Transactions involving such substances and Goods may require appropriate permits or notifications to the competent authorities. The Platform reserves the right to monitor, block, or report any suspicious transactions involving dual-use goods referred to in Regulation (EU) 2021/821.
17. The Company allows reporting of illegal content or content that does not comply with these Terms and Conditions to the email address contact@gtradx.com or via the contact form available on GTRADX.

§6. PROHIBITED GOODS

1. VENDORS undertake not to list Goods whose sale violates applicable law (including the provisions of any foreign law and EU law that may apply in a given case) or the rights of third parties, as well as Goods whose listing may be considered contrary to good morals.
2. VENDORS may not sell Goods in a given country or undertake any activities related to sales in that country if this is contrary to the applicable laws in force in that country.
3. It is prohibited to publish and present any content that violates generally accepted ethical, moral, or social norms.
4. A list of prohibited Goods is presented in Appendix 2 to these Terms and Conditions.

§7. AMENDMENTS TO THE TERMS AND CONDITIONS

1. The Company is entitled to amend the Terms and Conditions in the following cases:
 - a) changes in the law that directly affect the content of the Terms and Conditions;
 - b) imposition of specific obligations by state authorities;
 - c) changes to the price list or offer;
 - d) improvements to the Website and User service;
 - e) improvements to the protection of Users' privacy;
 - f) changes in the privacy policy;
 - g) prevention of abuse;
 - h) security considerations;
 - i) technological and functional changes;
 - j) changes in the scope of services provided, including the introduction of new ones;
 - k) editorial changes.
2. This change shall become effective on the date specified by the Company, no sooner than 14 days after notifying Users of the changes and making the amended Terms and Conditions available to them, in particular by publishing them on the website and sending them to the email address assigned to the User's Account, provided that the User has logged into their Account within the last year.

3. Changes to the Terms and Conditions relating exclusively to VENDORS shall be sent to Users selling on GTRADX.
4. The Company reserves the right to introduce changes to the Terms and Conditions without observing the 14-day period referred to in point 2 above, including with immediate effect, if:
 - a) it is subject to a legal or regulatory obligation under which the Company is required to amend the Terms and Conditions in a manner that prevents it from complying with the above-mentioned notification period,
 - b) it must, in exceptional circumstances, amend the Terms and Conditions to counteract an unforeseen and immediate threat related to the protection of Internet intermediary services, Users against fraud, malware, spam, data breaches, or other cybersecurity threats.
5. If the planned amendments to the Terms and Conditions are not accepted, the User should immediately, no later than within 14 days of the announcement of the amendments, notify the Company of this fact in order to terminate the agreement with the Company, using the contact form or by sending an email to contact@gtradx.com. Termination by the User in the above manner of the agreement with the Company concerning the Account indicated by him shall take effect after 14 days from the notification of the User about the changes to the Terms and Conditions.

§8. Complaints and final provisions

1. The User may contact the Company regarding the services provided electronically on the basis of these Terms and Conditions in electronic form by using the contact form available at www.gtradx.com and via email at contact@gtradx.com.
2. GTRADX may contact the User in electronic form at the e-mail address provided by the User.
3. If, in the User's opinion, the services provided under the Terms and Conditions are not performed by the Company or are performed in a manner inconsistent with its provisions, as well as when the conditions described in the Terms and Conditions occur, the User may submit objections in the manner specified below (Complaint).
4. Complaints may be submitted within 14 days of the occurrence of the grounds for filing them, in electronic form using the contact form or to the address contact@gtradx.com. Complaints should include at least the name under which the User appears in GTRADX (login), a description of the objections raised, and an indication of the proposed method of resolving the Complaint.
5. The Company shall consider the Complaint within 14 days of its receipt. If the Complaint does not contain the information necessary for its consideration, the Company shall ask the person submitting the Complaint to supplement it to the extent necessary, and the 14-day period shall then run from the date of delivery of the supplemented Complaint.
6. The response to the Complaint shall be sent exclusively to the e-mail address assigned to the User's Account.
7. The law applicable to the agreement between the User and the Company, the subject of which are the services provided by the Company within GTRADX under the terms and conditions set out in the Terms and Conditions, is Polish law, excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (Journal of Laws 97.45.286).
8. Any disputes between GTRADX and the User concerning GTRADX, including those related to the services provided by the Company within the framework of GTRADX, shall be settled by Polish common courts competent for the seat of the Company.
9. The Parties undertake to resolve any disputes arising from or related to these Terms and Conditions in the first instance through negotiation and mutual concessions, striving to settle the matter amicably. If no agreement is reached within 30 (thirty) days from

the date of notification of the dispute by one of the Parties, the Parties undertake to attempt to resolve the dispute through mediation. Mediation shall be conducted by a mediator jointly selected by the Parties from a list of permanent court mediators or from a list of mediators recommended by mediation organizations, such as the Mediation Centre at the Supreme Bar Council or the Polish Mediation Centre. The costs of mediation shall be borne equally by the Parties, unless the Parties agree otherwise. Only after exhausting the avenues of negotiation and mediation shall the Parties be entitled to refer the matter to court proceedings.

10. The Company reserves the right to technical breaks, as well as time to respond to technical failures referred to in Appendix 3 to the Regulations.

Appendices

Appendix No. 1 – Subscription plans,

Appendix No. 2 – Prohibited Goods,

Appendix No. 3 – Technical Break Policy.

Appendix No. 4 - SPECIAL PROVISIONS FOR MOBILE APPLICATION USERS (iOS/APPLE)

SUBSCRIPTIONS & PAYMENTS TERMS

§ 1. Definitions

For the purpose of this document:

SUBSCRIPTION PLAN

means a recurring monthly or annual billing plan,

UPGRADE

switching to a higher-tier plan,

DOWNGRADE

switching to a lower-tier plan,

SLOT/OFFER LIMIT

maximum number of active Marketplace offers allowed under a given plan,

VENDOR UNPAID

system status applied after unsuccessful Stripe payment retries.

ACTIVE PLAN

a subscription that is fully paid and valid for the current billing period.

§ 2. Nature of the Offer System

1. GTRADX operates a slot-based offer system, where the ability to publish offers is limited by the Vendor's and Buyer's subscription plan.
2. A slot represents the right to have one active offer visible on the Marketplace at any given time.
3. Slots are intended to prevent system abuse, ensure Marketplace fairness, and maintain server performance and data integrity.

§ 3. Subscription Plans and Fees

1. Buyer Plans

a) Buyer Free

- a free plan that provides limited access to the Platform,
- maximum active slots (offers): **1**

b) Buyer Pro:

Monthly fee: 49 EUR + VAT,
Annual fee: 490 EUR + VAT

Two months free

Maximum active slots (offers): **no limit**

Includes access to: Deal Room with including Verified Vendors (L1/L2/L3), Verified Vendors' offers, ability to apply for Verified Buyer verification, priority access to Buyer features

2. Vendor Plans

a) Vendor Basic

Monthly fee: 39 EUR + VAT

Annual fee: 390 EUR + VAT

Two months free

Maximum active slots (offers): **5**

Includes access to: Deal Room and visibility on the Marketplace, automatic adjustment of good volumes,

b) Vendor Pro

Monthly fee: 79 EUR + VAT

Annual fee: 790 EUR + VAT

Two months free

Maximum active slots (offers): **10**

Includes access to: Deal Room, access to L1/L2/L3 verification, and priority platform features, automatic adjustment of good volumes,

Vendor Unlimited

Monthly fee: 149 EUR + VAT

Annual fee: 1,490 EUR + VAT

Two months free

Maximum active slots (offers): **no limit**

Includes: Deal Room, full access to all Platform features, access to L1/L2/L3 verification, dedicated support, library of legal acts, automatic adjustment of good volumes, and first access to upcoming modules and features.

3. The following offer statuses consume a slot:

- a) published – visible on the Marketplace
- b) pending – awaiting approval by the GTRADX.

4. The following do not consume a slot:

- a) draft
- b) paused
- c) archived
- d) rejected
- e) sold / fulfilled
- f) system-suspended (due to downgrade or unpaid status).

§ 4. Monthly Subscriptions

1. Monthly subscriptions provide access for 30 days from the moment of successful payment via Stripe.

2. Fees are charged upfront for the entire subscription period.
3. Monthly plans renew automatically unless cancelled by the User.
4. VAT is calculated automatically through Stripe Tax based on User-provided billing information.
5. In case of an unsuccessful payment, Stripe automatically retries the charge according to its Smart Retries mechanism.

§ 5. Annual Subscriptions

1. Annual subscriptions provide access for 12 months from the moment of successful payment via Stripe.
2. Fees are charged upfront for the entire year.
3. Annual plans renew automatically unless cancelled by the User.
4. Annual fees include a discount compared to monthly billing.
5. VAT is calculated automatically through Stripe Tax.

§ 6. Subscription Cancellation

1. The User may cancel the subscription:
 - a) through the GTradX user dashboard, or
 - b) directly in Stripe.
2. When cancelled, the subscription will not renew for the next period.
3. The User retains access to the purchased plan until the end of the already paid subscription period (monthly or annual).
4. After the paid period expires, the account automatically switches to:
 - a) Buyer Free (for Buyer Pro subscribers),
 - b) Vendor Unpaid (for Vendor subscribers).
5. Fees for started subscription periods are non-refundable.

§ 7. Payments, VAT, and Invoicing

1. All subscription payments are processed through Stripe.
2. Stripe Tax calculates VAT based on the User's location and relevant tax rules.
3. After payment is successfully processed, GTradX automatically sends the transaction data to Fakturownia.pl, which issues the official invoice on behalf of GTRADX Sp. z o.o. as the seller.
4. The invoice is generated using the User's billing details and the VAT amount provided by Stripe Tax.
5. Invoices are delivered via email.

§ 8. Consequences of Failed Payment – Vendor Unpaid, Buyer Free

1. If all Stripe payment attempts fail, the Vendor's and Buyer's account automatically transitions to Vendor Unpaid or Buyer Free.
2. In this state, the Platform automatically:
 - a) pauses all active offers (sets them to "draft"),
 - b) hides them from the Marketplace,
 - c) blocks new offer submissions,
 - d) suspends display of verification badges ("Verification paused – unpaid plan").
3. Offers are never deleted. They remain safely stored and can be reactivated once the plan is paid again.

§ 9. Upgrade Policy

1. When upgrading from a lower-tier plan to a higher-tier plan:
 - a) access to new features is granted immediately,
 - b) the new offer limit (slot count) becomes available instantly,
2. Billing of Upgrades:
 - a) upgrades are billed according to Stripe's proration rules, unless otherwise specified,
 - b) the User pays only the difference between the current plan and the upgraded plan for the remaining portion of the billing period,
 - c) the next invoice will reflect the full price of the higher-tier plan,
 - d) Marketplace and offer access after upgrade:
 - all previously paused or archived offers that fit under the new slot limit can be reactivated immediately,
 - offers beyond the previous limit remain available for reactivation, editing, or publishing.

§ 10. Downgrading Plans and Offer Limits

1. When switching to a lower plan, the system pauses all previously active offers.
2. Users may then:
 - a) reactivate offers up to the limit of the new plan,
 - b) edit or replace existing offers,
 - c) publish new offers as long as free slots remain.
3. Downgrades do not result in the deletion of:
 - a) offers,
 - b) verification status,
 - c) documents,
 - d) deal history,

- e) messages,
- f) meta-data,

all content remains securely stored.

4. In the event of a downgrade to a lower plan during an active billing period, the new plan will become effective immediately. Any unused time from the previous plan is neither refundable nor transferable.

§ 11. Users Responsibilities under Fair Use

1. Users agree to the following fair-use obligations:
 - a) no creation of duplicate offers,
 - b) Users must not create multiple offers representing the same product, commodity or shipment solely to increase visibility or unfairly influence Marketplace ranking.
2. No artificial slot manipulation. Examples of prohibited practices include:
 - a) repeatedly publishing/unpublishing offers to gain exposure
 - b) circumventing slot limits by cloning offers under alternative accounts
 - c) using Buyer's accounts for Vendor-level activity.
3. Vendors ensure that offers accurately reflect current availability. Expired inventory must be removed or updated promptly.

§ 12. Refunds and non-refundable periods

1. Fees already paid for a billing period (monthly or annual) are non-refundable.
2. Downgrades do not result in partial refunds.
3. Upgrades do not extend subscription duration. They only elevate the plan level.

§ 13. Legal Nature – B2B Only

1. The GTradX Platform is intended exclusively for business users operating in a B2B environment.
2. By purchasing a subscription, the User confirms they act as a business entity.
3. Therefore, statutory consumer withdrawal rights do not apply.

Prohibited goods

§1.

The following types of Goods are prohibited from being included in the Offer:

- 1) fertilizers and raw materials from producers of Goods, or any persons or entities associated with the producer in terms of capital, organization, or personnel, subject to sanctions imposed under the regulations of the United Nations, the European Union, the United States of America, the United Kingdom of Great Britain and other jurisdictions applicable to the Offer subject to international sanctions (e.g., products originating from selected Russian and Belarusian entities included in the EU, UK, and Swiss sanctions lists),
- 2) Illegal plant protection products, i.e. those that:
 - a) do not have a marketing authorization issued by the Minister of Agriculture and Rural Development,
 - b) are imported without the required authorizations or permits,
 - c) contain prohibited or counterfeit active substances,
- 3) counterfeit, falsified or infringing intellectual property rights and trademarks (e.g., counterfeit fertilizers, fake plant protection products),
- 4) narcotic substances and products, prohibited chemicals, drugs,
- 5) products and goods whose trade requires special authorizations/licenses, and the seller does not have them,
- 6) raw materials or products posing a high risk to human health or the environment, non-compliant with Polish or EU standards,
- 7) products originating from sources prohibited by national or EU regulations,
- 8) fuels,
- 9) restricted explosives precursors - within the meaning of Regulation (EU) 2019/1148 of the European Parliament and of the Council (EU) 2019/1148 of 20 June 2019 on the marketing and use of explosives precursors, amending Regulation (EC) No. 1907/2006 and repealing Regulation (EU) No. 98/2013.

§2.

1. It is prohibited to publish offers on the platform for products included in the sanctions list published by the Ministry of the Interior and Administration and the EU.
2. Non-compliance of a product with applicable regulations (lack of approval by the Ministry of Agriculture and Rural Development, false labeling, lack of safety documentation) shall result in the immediate removal of the offer and the possibility of reporting the incident to the relevant authorities.
3. The sale of plant protection products is only permitted in the case of lawful trade in these products by a registered entrepreneur.

TECHNICAL BREAK POLICY

§1.

TECHNICAL BREAKS

1. The Company may carry out technical breaks resulting in temporary lack of access to certain GTRADX functionalities ("Technical Breaks"). Their purpose is to carry out maintenance and development work, as well as to counteract Technical Failures referred to in Article 2 below.
2. Where possible, Technical Breaks take place at night.
3. Where possible, the Company shall inform Users in advance of the scope, date, and expected duration of a Technical Break.

§2.

TECHNICAL FAILURES

In addition to the Technical Breaks referred to in Article 1, unexpected technical failures of GTRADX are also possible, causing an interruption in access to the basic functions of GTRADX, such as logging into the Account, searching for and purchasing Goods, and placing Offers ("Technical Failures").

§3.

INFORMATION

Information regarding Technical Interruptions and Technical Failures may be posted in the "News" section on GTRADX.

SPECIAL PROVISIONS FOR MOBILE APPLICATION USERS (iOS/APPLE)

§1.

Apple EULA Acknowledgment

1. These Terms are concluded between the Company and the User only, and not with Apple Inc. The Company, not Apple, is solely responsible for the GTradX mobile application and its content. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the GTradX mobile app. Apple is not responsible for addressing any claims by the User or any third party relating to the mobile app, including but not limited to product liability claims, legal compliance, or consumer protection claims.

§2.

User-Generated Content (UGC) & Moderation

GTradX maintains a zero-tolerance policy for objectionable content and abusive users within the mobile app. Users can utilize the in-app "Report" and "Block" features available in the Deal Room, Marketplace, and Profile sections.

- a) Reporting: Users can report inappropriate content or behavior. The Company will review reports and may take actions including content removal, or temporary/permanent suspension of the offending account.
- b) Blocking: Users can block other entities, immediately hiding their content and preventing any further interaction.

§3.

Account Deletion & Subscriptions

- a) Users may permanently delete their account directly within the iOS application ("Delete Account" feature).
- b) If a User has an active paid subscription (e.g., Vendor Pro, Buyer Pro), executing the in-app account deletion will automatically schedule the subscription to be canceled at the end of the current billing period (cancel_at_period_end).
- c) Account deletion results in the immediate loss of access to the account, but does not entitle the User to a prorated refund for the remainder of the active billing period.