

REFERRAL PROGRAM TERMS AND CONDITIONS

GENERAL PROVISIONS

- 1.1. These terms and conditions define the rules of participation in the Referral Program organized by Packhelp, aimed at attracting New Customers to Packhelp's offerings.
- 1.2. The organizer of the Program is Packhelp.
- 1.3. The Program is effective from 10.07.2024 for an indefinite period. Packhelp reserves the right to change the Terms and Conditions and to terminate the Program at any time, with notification on the website <https://packhelp.com/blog/> at least one day before the planned effective date of the changes or termination of the Program.
- 1.4. The termination of the Program does not affect the rights and obligations that arose during its validity.

2. DEFINITIONS

- 2.1. Discount – a discount to which the Referrer is entitled in case of referring a New Customer in accordance with the Terms and Conditions;
- 2.2. New Customer – a natural person who is at least 18 years old or a legal entity that has not made any purchase of products or services from Packhelp from January 1, 2020, to the date of their referral by the Referrer to Packhelp, and who has been referred to Packhelp by the Referrer;
- 2.3. Packhelp – Packhelp S.A. with its registered office in Warsaw, at Kolejowa 01-217 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register (KRS) under KRS number: 0000831872, NIP: 1231308129, REGON: 362932312;
- 2.4. Participants – New Customers and Referrers;
- 2.5. Program – referral program stipulated in the Terms and Conditions;
- 2.6. Referral – the introduction of a New Customer to Packhelp by providing their information as specified in section 3.1. of the Terms and Conditions;
- 2.7. Referrer – a natural person who is at least 18 years old and has full legal capacity, or a legal entity acting through an authorized representative, who refers a New Customer under the terms specified in the Terms and Conditions;
- 2.8. Terms and Conditions – these Terms and Conditions.

3. CONDITIONS OF PARTICIPATION

- 3.1. A Referrer aiming to participate in the Program is obliged to:
 - 3.1.1. obtain from the New Customer: (i) consent to provide their personal data to Packhelp for the purpose of Packhelp sending commercial information (marketing content) to the New Customer, (ii) telecommunication consent for Packhelp to contact the New Customer via electronic communication means, and (iii) consent for Packhelp to send commercial information (marketing content) to the New Customer via electronic communication means. Consent templates are provided in Appendix No. 1 to the Terms and Conditions. The New Customer may also give consents of different content, as long as it is clear that the consents are given within the aforementioned scope. Consents can be given in written, electronic, or email form;
 - 3.1.2. provide Packhelp with the New Customer's data, including their first and last name, and in the case of legal entities, their representative's name, email address, phone number, company name, and company registration number or tax identification number (if available), in an email sent to the Packhelp sales or

customer success representative with whom they are in contact. The Referrer is also required to include a copy of the obtained consents.

3.2. In case, the Referrer did not provide Packhelp with the copy of the obtained consents, Packhelp shall confirm with the New Customer if they gave the consents.

3.3. The Referrer will be entitled to a Discount if:

3.3.1. They have provided Packhelp with the New Customer's data and the consents obtained from them in accordance with section 3.1.2 above or if the New Customer confirmed their grant;

3.3.2. The Referrer is not simultaneously a New Customer.

3.4. The Discount:

3.4.1. is a one-time offer;

3.4.2. will amount to 10% of the value of the order placed with Packhelp;

3.4.3. will be granted to the Referrer within 10 days of receiving the New Customer's data from the Referrer, in the form of a discount code sent to the Referrer's email address;

3.4.4. will be valid for 3 months from the date of issuance. After this period, the Discount cannot be used;

3.4.5. can be used when placing an order in directly with a Packhelp sales representative;

3.4.6. will be granted only once, without the dependency of the referred customers;

3.4.7. will not combine with other promotions or discounts available at Packhelp, nor with other Discounts granted for Referrals;

3.4.8. will not be payable in the form of a cash equivalent.

4. PERSONAL DATA

4.1. Pursuant to Art. 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27/04/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, p. 1), hereinafter: "**GDPR**", the Organizer informs :

4.1.1. The controller of your personal data is Packhelp (hereinafter: "**Controller**"),

4.1.2. Direct contact with the Controller is possible at the Controller's address: Kolejowa 5/7, 01-217 Warsaw or at the e-mail address: hello@packhelp.com,

4.1.3. The Controller has appointed a Data Protection Officer who can be contacted in personal data protection matters at the following e-mail address: gdpr@packhelp.com,

4.1.4. Personal data of the Referrer will be processed for the purpose of:

4.1.4.1. participation in the Program and fulfillment of the resulting obligations, i.e. pursuant to Art. 6(1)(b) of the GDPR,

4.1.4.2. performing obligations resulting from the provisions of law, including financial and tax obligations, i.e. pursuant to Art. 6(1)(c) of the GDPR,

4.1.4.3. exercising or defending the legal claims resulting from the concluded contract, therefore pursuing the Controller's legitimate interest, i.e. pursuant to Art. 6(1)(f) of the GDPR.

4.1.5. Personal data of the Referrer may be made available to the following entities:

4.1.5.1. entities supporting the Controller in its activity, in particular any entities providing accounting, marketing and logistics services, providers of IT and hosting services and tools, banks, payment service providers, entities providing legal services to the Controller's associates, while it is

possible to transfer data to a third country, where any of the above-mentioned entities processes data in a third country and only in a situation where the relevant legal requirements are met, i.e. when the European Commission has established an adequate level of protection or through contractual clauses approved by the European Commission or in the presence of appropriate safeguards about which you may be informed.

- 4.1.6. Providing personal data by a Referrer is voluntary, but necessary for the performance of the obligations stipulated in the Terms and Conditions.
- 4.1.7. Personal data of the Referrer are processed throughout the Program and three months after its expiry, and after its expiry for the period of limitation of civil law claims resulting from the Rules and for the period required by the law, in particular by tax regulations – for the period of limitation of tax liabilities.
- 4.2. In connection with processing Personal of personal data of the Referrer, you have the following rights:
 - 4.2.1. the right to access your data and receive copies thereof,
 - 4.2.2. the right to rectify (correct) your data,
 - 4.2.3. the right to erase data (if, in your opinion, there are no grounds for processing of your personal data, you may request their erasure),
 - 4.2.4. the right to restrict the personal data processing (you may request the restriction of your personal processing only to their storage or the performance of the agreed actions if, in your opinion, we have incorrect data or we process them without legal grounds, or you do not want us to erase them because you need them for the purpose of exercising or defending claims or for the duration of an objection made regarding the processing of data,
 - 4.2.5. the right to object to data processing,
 - 4.2.6. the right to data portability (you have the right to receive from us, in a structured, commonly used and machine-readable format, your personal data, which have been provided to us on the basis of your consent or on the basis of the concluded contract, and you may request that such data be sent directly to another entity,
 - 4.2.7. the right to lodge a complaint with a supervisory authority (if you believe that we process your personal data unlawfully, you may file a complaint with the President of the Personal Data Protection Office or another competent supervisory authority),
 - 4.2.8. the right to withdraw your consent to the processing of personal data (at any time you may withdraw your consent to the processing of personal data on the basis of your consent, and the withdrawal of consent does not affect the lawfulness of processing based on your consent before its withdrawal).
- 4.3. Personal data will be processed both in paper and electronic form – in IT systems,
- 4.4. The Controller may take actions in an automated manner, including profiling, in connection with promotional and marketing activities, including the submission of offers or cooperation proposals, in order to adjust the actions to your needs and preferences, based on the information provided in the course of cooperation.
- 4.5. Personal data of the New Client shall be processed by the Controller in accordance with the Privacy policy available at https://packhelp.com/privacy_policy/.

5. FINAL PROVISIONS

- 5.1. By making a Referral, the Referrer agrees to participate in the Program and accepts these Terms and Conditions.

- 5.2. The Referrer is entitled to submit complaints related to the Program in writing or by email, sent to the address of Packhelp specified in section 2.2 above. Packhelp will review the complaint within 14 days of its receipt.
- 5.3. In matters not regulated by these Terms and Conditions, the provisions of Polish law shall apply.
- 5.4. Disputes arising in connection with the Program will be resolved by the common court having jurisdiction over the registered office of Packhelp.
- 5.5. The Program does not constitute a gambling game within the meaning of the Gambling Act of November 19, 2009 (Journal of Laws No. 201, item 1540, as amended).
- 5.6. These Terms and Conditions are available on the Packhelp website at <https://packhelp.com/blog/> and at the Organizer's registered office.

Appendix no. 1 to the Rules

I, the undersigned:

1. consent to the transfer of my personal data to Packhelp S.A., based in Warsaw, for the purpose of Packhelp S.A. sending commercial information (marketing content);
2. consent to Packhelp S.A. contacting me via electronic communication means, i.e., via email;
3. consent to Packhelp S.A. sending commercial information (marketing content) via electronic communication means;
4. declare that I have read the content of the information clause below.

name and surname, e-mail address, date,
signature

Pursuant to Art. 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27/04/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, p. 1), hereinafter: "GDPR", I hereby inform you that:

- 1) The controller of your personal data is Packhelp S.A. based in Warsaw, Kolejowa 01-217 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register (KRS) under KRS number: 0000831872, NIP: 1231308129, REGON: 362932312 (hereinafter: "**Controller**"),
- 2) Direct contact with the Controller is possible at the Controller's address: Kolejowa 5/7, 01-217 Warsaw or at the e-mail address: hello@packhelp.com,
- 3) The Controller has appointed a Data Protection Officer who can be contacted in personal data protection matters at the following e-mail address: gdpr@packhelp.com,
- 4) Your personal data will be processed for the purpose of:
 - a) conducting promotional or marketing activities, in particular for the purpose of sending commercial information, new proposal and offers of cooperation - in case of consent given by you, i.e. pursuant to Art. 6(1)(a) of the GDPR,
 - b) exercising or defending the legal claims resulting from the concluded contract, therefore pursuing the Controller's legitimate interest, i.e. pursuant to Art. 6(1)(f) of the GDPR.
- 5) Your personal data may be made available to the following entities: entities supporting the Controller in its activity, in particular any entities providing accounting, marketing and logistics services, providers of IT and hosting services and tools, banks, payment service providers, entities providing legal services to the Controller's associates, while it is possible to transfer data to a third country, where any of the above-mentioned entities processes data in a third country and only in a situation where the relevant legal requirements are met, i.e. when the European Commission has established an adequate level of protection or through contractual clauses approved by the European Commission or in the presence of appropriate safeguards about which you may be informed.

- 6) Providing your personal data is voluntary,
- 7) Your personal data will be processed until you withdraw your consent, unless the Administrator has another basis for processing them (e.g., due to the Controller's legitimate interest, it will be justified to process them for the purpose of pursuing claims).

In connection with your personal data processing, you have the following rights:

- 1) the right to access your data and receive copies thereof,
- 2) the right to rectify (correct) your data,
- 3) the right to erase data (if, in your opinion, there are no grounds for processing of your personal data, you may request their erasure),
- 4) the right to restrict the personal data processing (you may request the restriction of your personal processing only to their storage or the performance of the agreed actions if, in your opinion, we have incorrect data or we process them without legal grounds, or you do not want us to erase them because you need them for the purpose of exercising or defending claims or for the duration of an objection made regarding the processing of data,
- 5) the right to object to data processing,
- 6) the right to data portability (you have the right to receive from us, in a structured, commonly used and machine-readable format, your personal data, which have been provided to us on the basis of your consent or on the basis of the concluded contract, and you may request that such data be sent directly to another entity,
- 7) the right to lodge a complaint with a supervisory authority (if you believe that we process your personal data unlawfully, you may file a complaint with the President of the Personal Data Protection Office or another competent supervisory authority),
- 8) the right to withdraw your consent to the processing of personal data (at any time you may withdraw your consent to the processing of personal data on the basis of your consent, and the withdrawal of consent does not affect the lawfulness of processing based on your consent before its withdrawal).

Personal data will be processed both in paper and electronic form – in IT systems. The Controller may take actions in an automated manner, including profiling, in connection with promotional and marketing activities, including the submission of offers or cooperation proposals, in order to adjust the actions to your needs and preferences, based on the information provided in the course of cooperation.