

Terms and conditions of using the Sharelock website

§ 1. INFORMATION

1. The foregoing Regulations for the use of the Sharelock Website (<http://app.sharelock.global/pl>) define the types, scope and conditions for the provision of services on the Website, the technical requirements for the use of services on the Website, the conditions for entering into and termination of the agreement for the provision of services by electronic means, the rights and obligations of the Operator and the User, and the complaint procedure.

2. The Operator is the owner of the Website.

3. The Operator is a small payment institution within the meaning of the Payment Services Act, entered in the register kept by the Polish Financial Supervision Authority under the number: MIP 117/2021.

4. The Regulations are made available free of charge through www.sharelock.pl, in a manner that allows any person at any time to reproduce, record and print them. The Rules and Regulations are also made available to the User during Registration via the Service - in a manner that allows the User to read and save them.

5. The User may communicate with the Operator, subject to the provisions for handling complaints, in the following form:

1) electronically, to the e-mail address: kontakt@sharelock.global,

2) in writing, to the address: 26-600 Radom, ul. Żeromskiego 92/3A

§ 2. DEFINITIONS

Real Beneficiary	is understood as any natural person who directly or indirectly controls the User through the powers he or she has, which arise from legal or factual circumstances, enabling him or her to exercise decisive influence over the actions or activities undertaken by the User, or any natural person on whose behalf business relations are established or an occasional transaction is carried out, including: a) in the case of a User that is a legal entity other than a company whose securities are admitted to trading on a regulated market subject to disclosure requirements under the laws of the European Union or the corresponding laws of a third country: - a natural person who is a shareholder with ownership of more than 25% of the total number of shares of that legal entity, - a natural person holding more than 25% of the total number of votes in the constituent body of that legal entity, including as a pledgee or usufructuary, or under agreements with other persons entitled to vote, - a natural person exercising control over a legal person or legal persons who together hold more than 25% of the total number of shares, or who together hold more than 25% of the total number of votes in the decision-making body of such legal person, also as a pledgee or user, or on the basis of agreements with other persons entitled to vote, - a natural person exercising control over a legal entity through possession, in relation to that legal entity, of the powers referred to in Article 3(1)(37) of the Accounting Act of September 29, 1994 (Journal of Laws of 2021, item 217, as amended), or - a natural person holding a senior management position in case of documented inability to establish or doubts about the identity of the natural persons specified in the first - fourth indents, and in case no suspicion of money laundering or terrorist financing is established, b) in the case of a trust: - the founder, - trustee, - the supervisor, if appointed,
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	<ul style="list-style-type: none"> - the beneficiary or, where the natural persons benefiting from the trust in question have not yet been identified, the group of persons in whose main interest the trust was created or operates - another person exercising control over the trust, - another natural person having powers or performing duties equivalent to those specified in the first-fifth indent, c) in the case of a User who is a natural person engaged in business, in respect of which no indications or circumstances have been established that may indicate the fact of control over it by another natural person or persons, it shall be assumed that such User is also a real beneficiary;
Family member of a Person Holding a Politically Exposed Position	<p>is understood to mean:</p> <ul style="list-style-type: none"> a) the spouse or person living in cohabitation with the Politically Exposed Person, b) the child of the Politically Exposed Person and his/her spouse or cohabitant, c) parents of the Politically Exposed Person;
Account	A component of the Website that allows the User to be identified within the Website and allows the User to use the services provided within the Website
Verified account	An Account that has successfully passed verification resulting from statutory obligations related to Anti-Money Laundering and Terrorist Financing;
Service	An IT system that enables the Operator to provide secure funds storage services;
Operator	a company under the name Share Lock Sp. z o.o. /a limited liability company/ with its registered office in Puławy, ul. Mościckiego 1, 24-110 Puławy, registered in the Register of Entrepreneurs of the National Court Register under the number: 0000712001, NIP: 7962981513, with a share capital of: PLN 30,000.00;
Anti-Money Laundering and Countering the Financing of Terrorism	Activities performed under the obligations arising from the Law on Prevention of Money Laundering and Financing of Terrorism dated March 1, 2018
Terms and Conditions	these regulations on the use of the Sharelock (http://app.sharelock.global/pl) Website
Registration	a one-time action, which consists in the creation of an Account in the System by the User;
User	a natural person who has full legal capacity to perform acts in law, a legal person or an organizational unit without legal personality, but who may in its own name acquire rights and incur obligations, who has registered on the Website and uses or wishes to use the Website;
Holding an exposed political position	<p>is understood to mean, with the exclusion of mid- and lower-level position groups, individuals holding significant public positions or performing significant public functions, including:</p> <ul style="list-style-type: none"> a) heads of state, heads of government, ministers, deputy ministers and secretaries of state, b) members of parliament or similar legislative bodies, c) members of the governing bodies of political parties, d) members of supreme courts, constitutional tribunals and other high-level judicial bodies whose decisions are not subject to appeal, with the exception of emergency procedures, e) members of tribunals of auditors or boards of directors of central banks, f) ambassadors, chargés d'affaires and senior officers of the armed forces,

	<p>g) members of administrative, management or supervisory bodies of state-owned enterprises, companies with State Treasury participation in which more than half of the shares or stocks belong to the State Treasury or other state legal entities,</p> <p>h) directors, deputy directors, and members of bodies of international organizations or persons performing equivalent functions in such organizations,</p> <p>i) directors general in the offices of chief executive and central state bodies and directors general of provincial offices,</p> <p>j) other persons holding public positions or performing public functions in state bodies or central government administration bodies;</p>
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§ 3. REGISTERING ON THE WEBSITE

1. A prerequisite for using the services available on the Website is correct and complete registration of the User on the Website, which is equivalent to concluding an agreement for the provision of services by electronic means in accordance with the provisions of the Regulations.
2. Due to technical considerations, in the case of Users who are a commercial law company or other legal entities, which are authorized to represent more than one natural person (joint representation), in order to register on the Website and use the services provided within the Website, it is necessary to appoint a proxy authorized for independent representation.
3. Registration is equivalent to acceptance of the Terms and Conditions, so before declaring your acceptance of the Terms and Conditions, you should read them in detail.
4. In order to complete the Registration, you must complete the provided registration form and attach the required documents to verify the information provided.
5. In the case of registration, the commencement of use of services available through the Website is possible after:
 - 1) providing the User's telephone number on which the User has the ability to receive text messages and its correct verification by the Operator,
 - 2) providing the e-mail address to which the User has permanent and current access and its correct verification by the Operator,
 - 3) verification by the Operator resulting from obligations related to Anti-Money Laundering and Terrorist Financing. Provision of services by the Operator is possible only for Users who have a verified Account (the verification service is provided by an external operator AUTHOLOGIC Sp. z o.o.).
 - 4) in the case of Users acting through a representative - after providing the source of his/her authorization to act for and on behalf of the User, and in the case of a User who is a legal entity or organizational unit without legal personality, indicating the exact identity of the Real Beneficiary,
 - 5) positive verification of the bank account number indicated by the User for settlements.
6. The User registering on the Website shall be obliged to make a statement under penalty of criminal liability for making a false statement about Holding a politically exposed position and remaining a Family Member of a person holding a politically exposed position. In the case of Users who are a legal entity or an organizational unit without legal personality, the statement shall be made with respect to the Real Beneficiaries.
7. One individual may have only one individual Account on the Service, with the reservation that this does not apply if the individual acts as a representative or other person authorized to represent a legal entity. The User may not transfer the Account to other persons or share the Account with other persons. As an exception, the Operator allows Users who are natural persons to have two separate Accounts - one as a consumer and the other as an entrepreneur.
8. The User shall be obliged to keep the login and password for logging into the Account confidential and not to share this data with third parties.
9. The Operator may impose additional requirements regarding the security level of the access password, in particular its complexity and validity period. The Operator may restrict the User from using the Account on the Website until the access password is updated to meet such additional requirements.
10. After registration on the Website, the User may, using the available functionalities of the Website, make changes to the indicated: e-mail address, access password or telephone number. These changes will require the authentication code provided to the User. The change of the e-mail address or telephone number is each time subject to verification of their correctness by means of a verification code.

11. The User logs in by authenticating the User via a web browser by providing: the correct login, access password and optionally an authentication code if required by law or for security reasons.

12. The authentication code has a specific validity period, during which it should be entered by the User in the designated field indicated on the Website. After the expiration of the validity period, the authentication code expires and cannot be used for verification purposes. In this case, it is necessary to generate a new authentication code.

13. The Operator may, in cases required by generally applicable laws, including those related to Anti-Money Laundering and Countering the Financing of Terrorism, request additional data from the User, over and above the data specified in the Regulations, and documents confirming such data, in particular the country of birth, data on the source of origin of the property values at the disposal of the User, as well as the purpose of the service. Until the data referred to in the preceding sentence and documents confirming such data are provided, the Operator may suspend the provision of services to the User.

14. The Operator shall not be liable for non-performance of services, cases of withholding of transactions, blocking of the Account or freezing of property values, if the performance of these activities has been carried out in the performance of duties under the law, including but not limited to the implementation of the provisions of the Law on Prevention of Money Laundering or Terrorist Financing, as well as if the performance of such activities results from compliance with rulings, decisions, settlements, other acts of authorized authorities, including but not limited to the General Inspector of Financial Information, courts, prosecutors' offices and enforcement authorities.

15. In the case of the death of the User, when there are several heirs entitled to inherit from the User, in order to use the User's Account, they should designate from among themselves one person responsible for the management of the deceased User's Account, submitting to the Operator a joint statement in which they indicate the heir or other person entitled to manage the User's Account, at the same time attaching scans of identity cards and the relevant ruling of the competent authority confirming the fact of inheritance. The person so designated is required to undergo the Verification procedure. All settlements arising from the services provided under the Account are the responsibility of the heirs.

§ 4. PERSONAL DATA PROCESSING

1. Users' personal data shall be processed in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

2. The Administrator of Users' personal data is the Operator. The Data Controller has appointed a Data Protection Officer, who can be contacted by email at: iod_kontakt@sharelock.global and at the Data Controller's registered office address. The Data Protection Officer can be contacted on all matters relating to the processing of personal data and the exercise of rights related to data processing.

3. Personal data provided by Users, will be processed:

1) for the purpose of providing services by the Data Controller - the basis for processing is the concluded contract (processing is then based on Article 6(1)(b) of the GDPR)

2) direct marketing of products or services via electronic and telephonic means of communication - the legal basis for data processing is consent (processing is then based on Article 6(1)(a) of the DPA)

3) analytical and statistical - the legal basis for data processing is the necessity of processing for the realization of the legitimate interests of the Data Controller (processing is then based on Article 6(1)(f) of the GDPR);

4) to fulfill legal obligations, in particular related to the prevention of money laundering and terrorist financing - the legal basis of data processing for this purpose is the fulfillment of a legal obligation incumbent on the Administrator (processing is then based on Article 6(1)(c) of the GDPR);

5) for the purpose of processing complaints and inquiries and for the purpose of asserting claims arising from the services provided by the Operator (basis for processing: fulfillment of the legitimate interests of the Data Controller - Article 6(1)(f) of the GDPR).

4. Users have the following rights related to personal data protection:

1) withdrawal of consent (to the extent that consent is the basis for the processing of personal data); withdrawal of consent does not affect the lawfulness of processing performed on the basis of consent before its withdrawal; consent may be withdrawn at any time (Article 7(3) RODO);

2) access to personal data (Article 15 RODO);

3) request rectification of data (Article 16 RODO);

4) erasure, i.e. the "right to be forgotten" (Article 17 RODO);

5) restriction of processing (Article 18 RODO);

- 6) portability of personal data, i.e. to receive personal data, in a structured, commonly used machine-readable format (Article 20 RODO);
- 7) to object to the processing of personal data (to the extent that the basis for the processing of personal data is the premise of legitimate interest) (Article 21 of the GDPR).
5. In order to exercise the Users' rights, please contact us by e-mail at kontakt@sharelock.global or contact us in writing at the Operator's registered address.
6. Personal data shall be processed for the duration of the agreements concluded with the Operator within the Service and for the period of limitation of claims arising therefrom.
7. The User has the right to lodge a complaint to the supervisory authority, i.e. the President of the Office for Personal Data Protection.
8. Provision of personal data by the User is voluntary, but is a necessary condition for the use of the Operator's services, and the consequence of failure to provide personal data is the inability to use the Website.
9. Personal data will not be transferred to international organizations or recipients located in countries outside the European Economic Area.
10. Detailed information about the protection of personal data can be found in the Operator's Privacy Policy available at: www.sharelock.global.

§ 5. TECHNICAL REQUIREMENTS

1. Use of the Service requires access to a computer or other device that:
 - 1) is equipped with one of the following operating systems:
Microsoft, Linux, Chrome OS, Android, Apple iOS
 - 2) supports one of the following web browsers:
Internet Explorer, Firefox, Safari, Google Chrome
 - 3) has access to the public Internet network,
 - 4) supports cookies and javascript,
2. The use of the Website further requires the User to have:
 - 1) an active and correctly configured e-mail account
and
 - 2) an active cell phone number
and
 - 3) a bank account used for billing.
3. In order to use the Service safely and properly, it is recommended to have and keep updated anti-virus software.
4. The connection to the Website is made using SSL/TLS protocol.

§ 6. RESPONSIBILITY

- 1) The Operator shall not be liable for any problems or technical limitations, including data transmission speed of computer equipment or other devices used by the User to use the Website.
2. The Operator is not responsible for the lack of access to the Website for reasons beyond the Operator's control. For security reasons, the Operator shall have the right to block or temporarily suspend access to the Service for the period of time necessary to remove the hazards or irregularities that have occurred.
3. Subject to restrictions under mandatory provisions of law, the Operator shall not be liable for damages arising in connection with the use of the Service or the User's inability to use it, as well as in connection with malfunctions, errors, deficiencies, interferences, defects, delays in operations or data transmission, computer viruses, line or computer system failures.
4. The User is solely responsible for ensuring technical compatibility between the computer equipment he uses and the Service.
5. the Operator shall not be liable for the consequences of the use of the Service by the User in a manner contrary to applicable law, the Terms of Use or accepted good practice in this regard.
6. the Operator reserves the right to suspend or terminate the provision of individual services offered through the Service due to the need for maintenance, overhaul or expansion of the technical base, where this will not violate the rights of the User.

§ 7. TERMINATION OF THE CONTRACT FOR THE PROVISION OF SERVICES BY ELECTRONIC MEANS

1. The User may terminate the contract for the provision of services at any time without incurring additional costs, subject to paragraph 3 below.
2. Termination of the agreement for provision of services by electronic means is possible by deleting the Account in the System.

3. The agreement for electronic provision of services may not be terminated if at the moment of submitting an instruction for Account deletion other services provided by the Operator within the System remain active, until they are fully performed in accordance with provisions of separate legal documents governing the relationship between the Operator and the User related to the corresponding service provided to the User.

4. The Operator shall have the right to terminate the agreement for the provision of services by electronic means immediately in the event of important reasons. Important reasons justifying termination of the agreement by the Operator include cases when:

1) the User, despite a request, has not completed the data or has not provided relevant documents confirming the data provided at the request of the Operator, has provided false or incomplete personal data, the processing of which is necessary due to the type of services provided and the functioning of the Service,

2) The User conducts activities aimed at gaining unauthorized access to the Operator's Service, in particular by breaking through security measures,

3) instances of destruction, damage, deletion, alteration or obstruction of access to the data contained in the Service, or other circumstances preventing automatic processing, collection or transmission of data will be identified,

4) There will be a suspicion that the actions of the User cause a threat to the security of the activity conducted by the Operator, in particular, related to the Prevention of money laundering and terrorist financing, the User violates the provisions of the Terms of Use or the provisions of generally applicable law,

5) The Operator in relation to the User cannot apply at least one of the financial security measures in accordance with the regulations governing AML/CFT,

6) guidelines, recommendations or decisions of state authorities require termination of cooperation with the User,

7) in the event that it is found or reasonably suspected that the User conducts activities with a high risk of money laundering or terrorist financing,

8) changes in generally applicable law or guidelines of supervisory authorities will result in the Operator's inability to continue providing services on the Website.

5. In the event that the agreement for the provision of services by electronic means is terminated for the reasons referred to in paragraph 4 of this section, the User may not re-register on the Website without the prior consent of the Operator.

6. In the event of suspected circumstances justifying the termination of the agreement for the provision of services by electronic means by the Operator, the Operator reserves the right, pending clarification of the matter, to temporarily suspend the provision of services to the User and to notify the appropriate state authorities, including the prosecutor's office or the General Inspector of Financial Information.

§ 8. COMPLAINTS

1. the User may submit objections to the services provided by the Operator, both on the basis of the Regulations and other legal documents governing the provision of services by the Operator on the Website, including those relating to payments, security incidents and other circumstances of an ICT nature in the form:

2. The Operator, subject to Paragraph 3 below, shall consider the submitted complaint within no more than 30 days counted from the date of receipt by the Operator.

3. In the case of complaints regarding payment services provided by the Operator, the Operator shall consider and respond to the submitted complaint within no more than 15 days from the date of receipt. In particularly complicated cases that make it impossible to consider the complaint and provide a response within this period, the Operator will immediately inform the User of the expected date for consideration of the complaint, along with the reasons for the delay and the circumstances that must be established for consideration of the case. The extended deadline for processing the complaint and providing a response shall not be longer than 30 days from the date of receipt of the complaint.

4. The Operator shall provide a response to the complaint in paper form, sending it to the User's mailing address, or at the request of the User - by e-mail to the e-mail address indicated by the User.

5. If the data or information provided in the complaint needs to be supplemented, before considering the complaint, the Operator shall request the complainant to supplement it to the extent indicated, otherwise the complaint cannot be considered.

6. The User who is a natural person may apply for dispute resolution to the Financial Ombudsman through out-of-court dispute resolution proceedings between the customer and the financial market entity.

7. The User has the right to file a complaint about the Operator's activities to the Financial Supervisory Commission. The complaint referred to in the preceding sentence shall also be used by entities to which the Operator has refused to provide payment services under the Regulations.

8. Disputes arising under the contract for the provision of payment services, at the request of the User, may also be resolved by the Court of Conciliation at the Financial Supervision Commission.

9. The User, who is a consumer, may use the out-of-court method of handling complaints and pursuing claims before the Permanent Arbitration Consumer Court at the competent Provincial Inspector of Commercial Inspection. Detailed information on the settlement of consumer disputes, including access and dispute resolution procedure can be found at: https://uokik.gov.pl/spory_konsumenckie.php. A user who is a consumer also has the option to use the EU online ODR platform, available at: <http://ec.europa.eu/consumers/odr/>. Detailed information on the application procedure can be found at <http://ec.europa.eu/consumers/odr/>.

10. The user also has the option of filing a lawsuit with a common court, indicating the entity that should be sued and the court with local jurisdiction to hear the case.

§ 9. FINAL PROVISIONS

1. The rules regarding the payment of fees for the use of individual services within the Service are described in the relevant legal documents governing them.

2. The Website contains copyright protected content and intangible assets protected by intellectual property rights, which may not be reproduced or distributed in any form or manner without prior permission from the Operator.

3. The law applicable to the contract for the provision of services by electronic means under which services are provided on the Website shall be Polish law. Any disputes arising out of or related to the services provided by the Operator within the Website shall be resolved by the competent common courts in Poland.

4. The Website is conducted in the Polish language. Correspondence, including any notices, information and other communications shall be in Polish.

5. The User shall be obliged to immediately inform the Operator about any change in his/her contact details, in particular e-mail address, telephone number and mailing address.

6. The Operator reserves the right to make changes to the Terms and Conditions in the following cases:

1) changes in the scope, form, functionality or operation of the services offered on the Website,

2) change of legal regulations affecting the provision of services by the Operator,

3) issuance of guidelines, recommendations, decisions, recommendations or rulings of common courts affecting the provisions of the Regulations or the services provided on its basis within the Service,

4) circumstances related to the security of the services provided within the Service or other technological circumstances related to the Service,

5) the need to clarify the provisions of the Regulations.

6) The User shall be informed of any change to the Terms of Service by an e-mail sent to the e-mail address assigned to the Account. If, prior to the proposed effective date of the changes, the User does not object to the Operator to the changes being made, the User shall be deemed to have agreed to them. The User has the right, prior to the effective date of the changes, to terminate the Agreement without incurring additional fees. If the User has raised an objection, and the situation referred to in § 7.3 of the Terms of Use has occurred at the same time, the User shall be bound by the existing provisions of the Terms of Use until the termination of the agreement for the provision of services by electronic means with the termination of the service referred to in § 7.3 of the Regulations.

7. Amendments to the Regulations shall come into force on the date indicated by the Operator, but not less than 14 from the date of informing the User electronically.