

# TERMS AND CONDITIONS OF THE HABIScore WEBSITE

These Terms and Conditions set out the template Agreement concluded between a User of the website available at: <https://habiscore.pl/> and HAG Tomasz Bogusz with its registered office in Gdańsk, the owner of the website, and govern the rules for using the website and the conditions for providing services by electronic means. The provisions of these Terms and Conditions apply to all Users visiting the Website.

## 1. Definitions

- **HAG** – HAG Tomasz Bogusz with its registered office in Gdańsk, at ul. Wajdeloty 19/2, 80-437 Gdańsk, NIP: 8251867025, REGON: 220566412
- **Website** – the website operated by HAG at: <https://habiscore.pl/>. Providing access to the Website is a service provided by electronic means to Users within the meaning of the Act of 18 July 2002 on the provision of services by electronic means.
- **Client** – a natural person who has concluded an Agreement with HAG on the basis of these Terms and Conditions.
- **User** – a natural person using the Website.
- **Consumer** – a natural person within the meaning of Article 22<sup>1</sup> of the Civil Code, or a sole trader concluding an agreement directly in connection with their business activity, where the content of the agreement indicates that it does not have a professional character for that person.
- **Parties** – HAG and the User who concludes an Agreement.
- **Report** – a document in the form of a Digital Product, containing an analysis and comparison of the potential impact of a space on health with respect to: ergonomics, light, microclimate, nature, acoustics, and neighbourhood. The Report constitutes a work within the meaning of Article 1 of the Act of 4 February 1994 on copyright and related rights. The Report may not be made publicly available or used for commercial purposes.
- **Property** – a residential unit located in a residential building.
- **Agreement** – a bilateral contractual relationship between HAG and a User; the content of the Agreement is determined by the provisions of: these Terms and Conditions, the Order Form, and the Price List. Where the provisions of these Terms and Conditions conflict with other provisions of the Agreement, the other provisions of the Agreement shall apply.

- **Terms and Conditions** – a standard contract template within the meaning of the Civil Code, commonly used by HAG when concluding Agreements with Users; the Terms and Conditions include this Document and the Price List. The Terms and Conditions are published on HAG's website in a format that allows them to be downloaded and saved by interested persons.
- **Order Form** – a declaration of intent by the User constituting acceptance of HAG's offer to conclude an adhesion contract, submitted in documentary form according to the template provided to the User by HAG. The Form may contain more than one available option for the manner in which the Parties perform their mutual obligations. Submitting the Form to HAG constitutes acceptance of the Terms and Conditions indicated in the Form.
- **Price List** – a type of Terms and Conditions setting out the prices of the Report, as well as available payment options, pre-determined price reductions, and promotions.
- **Version of the Terms and Conditions** – the Terms and Conditions as in force at a given time. As the Terms and Conditions may be subject to amendments, their applicability in a particular version may be limited in time and replaced by subsequent versions with at least partially modified content.
- **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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 EU L 2016.119.1 of 4 May 2016).
- **Provision of services by electronic means** – the performance of a service provided without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the service recipient, sent and received by means of electronic data processing equipment, including digital compression and data storage, which is entirely transmitted, received or sent via a telecommunications network within the meaning of the Act of 12 July 2024 – Electronic Communications Law.
- **Consumer Rights Act** – the Act of 30 May 2014 on consumer rights.
- **Documentary Form** – the form of legal acts provided for the conclusion, amendment and termination of Agreements; to comply with Documentary Form it is sufficient to submit a declaration of intent in the form of a document in a manner that allows the content of the declaration to be read and the sender to be identified, e.g. by the User completing the Order Form electronically or sending a message from a verified e-mail address.
- **Partner** – Autopay spółka akcyjna (joint-stock company) with its registered office in Sopot, at ul. Powstańców Warszawy 6, entered in the register of entrepreneurs maintained by the District Court Gdańsk-Północ in Gdańsk, Commercial Division VIII of the National Court Register under KRS number 0000320590, NIP 585-13-51-185,

REGON 191781561, with a share capital of PLN 2,205,500 (fully paid up), holding the status of a large entrepreneur within the meaning of the Act on counteracting excessive delays in commercial transactions since 5 July 2024, supervised by the Polish Financial Supervision Authority and entered in the register of national payment institutions under number 1P17/2013; an entity providing HAG with an online platform enabling, among other things, the use by clients of modern, digitised payment methods.

## 2. General Provisions

These Terms and Conditions constitute the terms and conditions for the provision of services by electronic means within the meaning of the Act on the provision of services by electronic means, and set out, among other things, the rights and obligations of the Parties in connection with the use of the Website, the principles of HAG's liability towards the User and the Client, and the rules for amending the Agreement.

For matters not regulated in these Terms and Conditions with regard to the provision of services by electronic means, and in particular the submission of declarations of intent in electronic form, the provisions of the Civil Code and other generally applicable laws shall apply.

The User is obliged to read the Terms and Conditions before starting to use the Website.

HAG makes all Terms and Conditions available free of charge before using the Report, and these documents are permanently available on the Website in a manner that allows them to be downloaded, saved or printed.

Upon acceptance of the Terms and Conditions and completion of the Order Form, a service agreement is concluded between HAG and the User.

The User may not use the Website to carry out activities that are contrary to law or good practice, and in particular to:

- store materials prohibited by law, including materials whose storage would constitute an infringement of third-party rights,
- use the Report to breach trade secrets, professional secrecy, official secrecy, telecommunications secrecy, banking secrecy or other legally protected secrets,
- store classified information or information whose storage is prohibited within the Website,
- send unsolicited commercial communications via the Website,
- disseminate content that is discriminatory, offensive, obscene, promoting totalitarian regimes, inciting crime, inciting hatred or otherwise contrary to law.

HAG, subject to other provisions of these Terms and Conditions, shall not be liable for the consequences of the User's use of the Website in a manner contrary to the Terms and Conditions.

### 3. Placing and Fulfilling Orders

The Website enables the User to place an order to purchase a Report via the Order Form.

The Report is the subject of HAG's rights.

Report orders from Users are accepted 7 days a week, 24 hours a day. Placing orders is possible provided the User has access to:

- a computer,
- an e-mail account,
- a web browser,
- an internet connection.

To purchase a Report via the Website, the User must have an active e-mail account.

Via the Order Form available on the website: <https://habiscore.pl/>, the User may place an order for a single report, a package, or request an individual quote. The prices for a single analysis and packages are available on the Website. The price for an individual quote will be agreed with the Client on a case-by-case basis. Prices are given in Polish zloty and include VAT.

The price may change as a result of periodic promotions offered.

To place an order, the User is required to:

- select a package,
- provide the address of the Property,
- optionally provide a link to the developer's offer/listing,
- attach the documents necessary to carry out the analysis and prepare the Report,
- provide billing details,
- select a payment method from those available on the Website.

The presentation of currently available packages on the Website does not constitute an offer within the meaning of the Civil Code. Placing an order constitutes an offer by the User to purchase the Report. Sending an order confirmation to the e-mail address provided by the User constitutes acceptance of the User's offer referred to above and results in the conclusion of an agreement to purchase the Report.

The Website is not liable for failure to deliver an e-mail containing information on the fulfilment of an order if such failure is caused by reasons attributable to the User (e.g. a full e-mail inbox).

### 4. Payment

The User shall pay amounts due to HAG in advance.

Payment is made via the Partner. By making a payment, the User accepts the Terms and Conditions and the terms of use of external payment service providers.

In the case of Users who are Consumers, HAG provides access to the content of the invoice by making its visualisation available, in particular by sending it to the e-mail address provided by the User. Making the visualisation available constitutes delivery of the invoice to that User.

The date of payment shall be the date on which the payment is credited to HAG's bank account.

Payments made by the User shall always be applied first to the oldest outstanding receivables and any accrued interest for late payment.

The entity providing online payment processing services is Autopay S.A. (Partner).

The Partner provides payment options using the following payment cards:

- Visa
- Visa Electron
- Mastercard
- Mastercard Electronic
- Maestro

The order fulfilment time runs from the moment the Partner confirms the payment made by the Client until the order is delivered via the Website to the e-mail address provided by the Client, and shall not exceed 2 business days.

HAG reserves the right to cancel an unpaid order after 7 days from the date of its submission on the Order Form.

Order fulfilment commences upon HAG's receipt of the payment due for a given package or individual quote.

HAG shall make refunds using the same payment method used by the Consumer, unless the Consumer has expressly agreed to a different method of refund that does not involve any costs for the Consumer.

## 5. Complaints

HAG is obliged to deliver the Report free of defects.

In the event of non-performance or improper performance of the Services by the Website, or their non-fulfilment in accordance with the Terms and Conditions, also in relation to the Agreement to purchase the Report, the Client is entitled to file a complaint. Where a complaint is filed, the relevant provisions of the Civil Code shall apply.

Any disruptions in the functioning of the Website, comments addressed to it, and all other matters related to the purpose and subject of the Website's activity may be the subject

of a complaint and may be reported by the User by e-mail to: [kontakt@habiscore.pl](mailto:kontakt@habiscore.pl) or by traditional post to HAG's correspondence address: ul. Wajdeloty 19/2, 80-437 Gdańsk.

The Client is entitled to file a complaint, in particular if:

- the downloaded Report file is damaged;
- the downloaded Report is illegible;
- upon expiry of the deadline referred to in §3 clause 7, the Client has not received the Report.

In such a case, the Client should file a complaint by e-mail to: [kontakt@habiscore.pl](mailto:kontakt@habiscore.pl), specifying the Report to which the complaint relates. HAG will respond to the complaint within 14 days of receiving it and will inform the Client of the manner in which the complaint has been handled.

A complaint should contain a description of the problem that forms the basis for the complaint and a justification.

The response to a complaint is sent to the Client's e-mail address provided in the Order Form.

Where a complaint does not contain the information necessary to handle it, HAG will ask the User filing the complaint to supplement it to the necessary extent, and the 14-day period shall then run from the date of receipt of the supplemented complaint.

A Client who is a Consumer is entitled to use out-of-court dispute resolution methods, including by

- applying to the Permanent Consumer Arbitration Court to resolve a dispute arising from the concluded agreement (more information at: <http://www.spsk.wiih.org.pl/>),
- seeking assistance from the District (Municipal) Consumer Ombudsman or a social organisation whose statutory tasks include consumer protection (more information: <https://www.uokik.gov.pl/rzeczniczy.php>),
- seeking other methods for handling complaints and pursuing claims — the Client may find information at the website <https://www.uokik.gov.pl> under the consumer dispute resolution tab.

## **6. Right of Withdrawal from the Agreement**

In accordance with the Consumer Rights Act, a Client who is a Consumer may withdraw in writing from the Agreement without giving reasons within 14 days of its conclusion.

In accordance with the Consumer Rights Act, the right to withdraw from the Agreement does not apply, among other things, in the case of the delivery of digital content that is not stored on a tangible medium, if the performance of the service has begun with the Consumer's express consent before the expiry of the withdrawal period and after the Consumer has been informed of the loss of the right to withdraw.

## 7. Unilateral Amendment of the Agreement

During the term of the Agreement, HAG may introduce new versions of any applicable Terms and Conditions. The Terms and Conditions and their subsequent versions will be published on the website: <https://habiscore.pl/>.

Modified versions of the Terms and Conditions may be introduced in particular in the following cases:

- changes to generally applicable laws in the scope relating to the Parties or the legal relationships between them,
- technological changes to the Website,
- organisational changes at HAG,
- a decision by HAG to discontinue the maintenance of the Website,

HAG will inform the User who is a Party to an Agreement based on the provisions of the amended Terms and Conditions of the planned introduction of a new version of the Terms and Conditions. Upon entry into force, the modified Terms and Conditions will form the basis for the conclusion of new Agreements or the continuation of previously concluded Agreements.

In a situation where the amendment of the Agreement results from a change in generally applicable laws or a public authority decision with effects encompassing HAG, the amendment of the agreement, including the Terms and Conditions, Price Lists and other parts thereof, may occur within the timeframes determined by the aforementioned event, regardless of the procedure described in these Terms and Conditions.

## 8. Data Processing

HAG is the controller of the personal data of Users and Clients. Detailed information on the processing of personal data can be found in the document: [Privacy policy](#).

Providing data in the Order Form is voluntary, but necessary for its correct submission on the Website and for the performance of the Agreement.

The User is obliged to provide truthful data where it is required.

HAG prevents the use of the Partner's payment processing system in a manner indicating a breach or circumvention of the law, fair trading rules, or these Terms and Conditions. In the event that HAG becomes aware in any way of such use of the aforementioned Partner's system, or of attempts to use it in such a manner, HAG is obliged to promptly notify the Partner thereof and to provide data of the responsible persons, if such data is in its possession.

HAG is obliged to retain documents confirming performance of the service for which payment was made for a period of at least 24 months from the date of performance of

the agreement concluded by the Parties covered by the payment accepted by the Partner processing Users' payments (the payment service provider).

If, for the purpose of performing the Agreement, HAG makes available or the Partner processing Users' payments gains access to the User's personal data, the provisions of the GDPR and the provisions of Polish laws supplementing the GDPR shall apply to the processing of such data.

For the purpose of performing the Agreement, HAG will share with the aforementioned Partner the User's personal data comprising: e-mail address and full name, prior to initiating payment processing.

HAG, as the controller of the personal data referred to above, which it has collected from the User, hereby informs, in connection with the sharing of such data as described above, that the Partner processing Users' payments will be a recipient of Users' data for purposes related to the provision of payment services made available on the Partner's website (payment service provider).

The Partner, as a recipient of Users' data, will be the controller of that Users' data, which it will process for purposes related to the provision of payment services, in particular to the extent necessary to prevent fraud related to the payment services provided and to pursue and detect such fraud, as well as to identify the User to the extent required by law.

In addition to the personal data of Users provided to the Partner by HAG, the Partner may also process personal data of Users collected independently or received from other entities, in particular from an intermediary institution (especially the User's payment service provider, such as a bank).

## 9. Information Clause

HAG is the controller of the data provided by the Client. Contact with the data controller is possible via the correspondence address or e-mail address: [kontakt@habiscore.pl](mailto:kontakt@habiscore.pl).

HAG has obtained the Client's personal data as a result of the Client completing the Order Form or in connection with the Client's express and voluntary consent to their processing. HAG processes the indicated personal data for the purpose of:

- providing services related to the completion of the Order Form (Article 6(1)(b) GDPR), Article 6(1)(f) GDPR (legitimate interest – communication with Clients for the purpose of performing the Agreement),
- handling and responding to a filed complaint on the basis of the controller's legitimate interest in processing complaints (Article 6(1)(f) GDPR),
- promoting HAG's activities on the basis of Article 6(1)(a) GDPR (consent to the sending of commercial and marketing communications),
- potential establishment, pursuit or defence of claims on the basis of HAG's legitimate interest in protecting its rights (Article 6(1)(f) GDPR).

HAG may share Clients' personal data with entities whose services it uses in conducting its business activities, such as banks and payment service providers, entities providing tools for automated mass message sending, marketing agencies, external law firms and debt collection companies, entities providing IT solutions and technical support, and postal operators.

The provision of personal data by the Client is necessary for the conclusion and performance of the Agreement.

The data processing period is determined on the basis of the existing purpose of processing. Where data processing is based on legitimate interest, data is processed for the period enabling the expiry of the limitation period for pursuing or defending claims. In the other indicated cases of personal data processing, on the basis of Article 6(1)(f) GDPR, until an objection is lodged. Where the legal basis for processing is necessity for the conclusion and performance of a contract, data is processed until the contract is concluded. Where the legal basis for processing is consent, data is processed until the consent is withdrawn.

In connection with the processing of personal data, the data subject has the right to:

- access to the content of their personal data, and the right to request their rectification or erasure on the terms set out in Articles 15–17 GDPR;
- restriction of processing in the cases specified in Article 18 GDPR;
- withdrawal of the consent granted at any time without affecting the lawfulness of the processing carried out prior to its withdrawal. Withdrawal of consent is possible by sending a request to the e-mail address: [kontakt@habiscore.pl](mailto:kontakt@habiscore.pl).
- the right to data portability on the terms set out in Article 20 GDPR;
- the right to object to the processing of data on the terms set out in Article 21 GDPR;
- lodging a complaint with the supervisory authority, i.e. the President of the Personal Data Protection Office.

## 10. Intellectual Property Rights

HAG informs that the Report constitutes a work within the meaning of the Act on copyright and related rights and is subject to the protection provided under its provisions.

The User hereby represents and warrants that:

- they have the right to use the documentation relating to the Property for the purpose of generating the Report via the Website,
- the use of the documentation relating to the Property within the Report does not in any way infringe the rights of third parties, including intellectual property rights, trade secrets, privacy rights or personal rights,

- the documentation relating to the Property complies with applicable law and does not contain any content that is unlawful, defamatory, discriminatory, pornographic or contrary to the principles of social coexistence.

Purchasing the Report entitles the Client to use the work in accordance with its intended purpose, namely: to play it back on electronic devices and to save it to the memory of their computer or other appropriate devices in order to read its content, without the right to reproduce the Report, to copy or use its content – in whole or in part – in a manner not permitted by law, or to alter its electronic structure (e.g. the file format) or otherwise modify the file containing the Report (e.g. by removing security measures or markings). It is also prohibited to distribute the Report, make it publicly available or play it back publicly, regardless of the purpose and form of such actions.

## **11. Final Provisions**

These Terms and Conditions shall be effective as of 15 May 2026.

The appropriate addresses for communication between the Parties are the e-mail addresses provided by the User when completing the Order Form.