

MOLECOOLES

TERMS OF THE MQLS
LOYALTY PROGRAM

<https://molecooles.com>

The online service operating at the address www.molecooles.com ("Service") is operated by: Molecooles OÜ, Harju maakond, Lasnamäe linnaosa, Narva mnt 13-27, 10151 Tallinn, Estonia, registration number 16871783, VAT number: EE102694369 (hereinafter: "Seller").

Contact with the Seller: hello@molecooles.com (the email address also constitutes an electronic point of contact within the meaning of the provisions on digital services). Written contact: as above (Seller's registered office address). Communication may take place in Polish or English.

§1. GENERAL PROVISIONS

1. These terms (hereinafter: "MQLS Terms") define the rules of the loyalty program based on "MQLS" points ("MQLS Program"), available on the Molecooles online service ("Service").

2. The MQLS Terms are directed at persons using the MQLS Program, including in particular Customers making purchases in the Service, to whom the MQLS Program may apply in connection with activity in the Service (e.g., making a purchase).

3. The condition for using the MQLS Program is familiarization with the sales terms in the Service ("E-commerce Terms"), the MQLS Terms, and their acceptance in the manner provided in the Service (in particular, by acceptance during Account registration).

4. The MQLS Terms constitute a document separate from the E-commerce Terms. The E-commerce Terms regulate in particular the placing of orders and conclusion of sales agreements for products offered in the Service ("Sales Agreement"), payments, delivery, withdrawal from the Sales Agreement, and complaints regarding products.

5. The MQLS Program has a loyalty and promotional nature. The awarding, use, and settlement of MQLS takes place on the principles specified in the MQLS Terms.

6. The MQLS Program is a loyalty program conducted by the Seller and separately regulates the rules for awarding and using MQLS. The awarding of MQLS is an additional benefit associated with purchases in the Service on the principles specified in these Terms. The Sales Agreement for Products may be concluded and performed independently of the MQLS Program, and the rules of the MQLS Program do not change the Consumer's rights arising from the Sales Agreement.

7. The rules for processing personal data and the use of cookies and similar technologies in connection with the operation of the Service and the MQLS Program are specified in the "Privacy and Cookies Policy" made available in the Service.

§2. DEFINITIONS

1. For the purposes of the Terms, the following terms have the following meanings:

a) Affiliation - a referral program related to the MQLS Program, within which the use of an Affiliate Link may result in obtaining benefits by the Customer and/or the Referring Person, on the principles specified in the MQLS Terms and in the Service.

b) Cashback - a benefit awarded to the Customer in connection with purchases in the Service in the form of awarding MQLS, on the principles specified in the MQLS Terms.

c) Program Provider - a third party providing technical solutions for the MQLS Program, in particular in the scope of operations concerning MQLS and the MQLS Wallet, i.e., Enzo Ventures LLC (6628 Sky Pointe Dr. Ste 129-1215, Las Vegas, NV 89131, USA; Registration number: 2023-001203529).

d) Business Day - a day from Monday to Friday, excluding public holidays in Poland.

e) External Wallet Address - an external wallet address indicated by the Customer as part of the withdrawal/transfer function available in the Program Provider's wallet solution, remaining outside the MQLS Wallet (custodial) maintained for the Customer as part of the MQLS Program.

f) Customer - a natural person, legal person, or organizational unit with legal capacity that uses the Service and/or the MQLS Program on the principles specified in the MQLS Terms.

g) Consumer - a Customer who is a natural person using the Service for purposes not directly related to their business or professional activity.

h) Account in the Service - the Customer's individual account created in the Service, enabling the use of the Service's functionalities, including the MQLS

Program, after logging in.

i) MQLS Panel - a part of the Service available to the Customer after logging in, where information regarding the MQLS Program is presented, in particular the number of MQLS, history of awards and uses, if made available in the Service.

j) Entrepreneur - a Customer who is neither a Consumer nor an Entrepreneur with consumer rights.

k) Entrepreneur with consumer rights - a Customer who is a natural person conducting business activity, making a purchase related to that activity but without a professional character, to the extent that legal provisions grant them consumer rights.

l) Rate / Quotation - the method of determining the value of MQLS for the purposes of awards, uses, and settlements within the MQLS Program, indicated to the Customer in the Service or determined in accordance with the principles described in the MQLS Terms.

m) Affiliate Link - a unique referral link provided as part of Affiliation, the use of which may result in the awarding of benefits in the MQLS Program in accordance with the MQLS Terms and information presented in the Service.

n) MQLS - loyalty points/tokens "MQLS" related to the MQLS Program, which may be awarded to the Customer in connection with activity in the Service, in particular purchases, on the principles specified in the MQLS Terms.

o) Payment Operator - an external provider of payment services handling payments for products in the Service, i.e., Stripe Payments Europe Limited (1 Grand Canal Street Lower, Grand Canal Dock, Dublin, D02 H210, Ireland).

p) Referring Person - a Customer (Participant in the MQLS Program) who shares an Affiliate Link with other persons or otherwise refers the Service/Products in accordance with Affiliation rules, and to whom - on the principles specified in the MQLS Terms - a bonus in MQLS may be awarded for purchases made by a person using the Affiliate Link.

r) MQLS Wallet - a wallet (including a custodial wallet) in which MQLS may be stored and managed as part of the MQLS Program.

s) MQLS Program - a loyalty program operating in the Service, within which the Customer may obtain and use MQLS and other benefits on the principles specified in the MQLS Terms.

t) E-commerce Terms - the terms of the Service regulating the sale of products in the Service, in particular placing orders and concluding Sales Agreements.

u) MQLS Terms - this document.

w) Self-referral - the use of an Affiliate Link by the Referring Person to make a purchase by themselves (including using their own data, their own Account in the Service, their own payment instruments, or within the same household), in order to obtain benefits from Affiliation.

z) Service - the online service operated at www.molecooles.com by the Seller, within which products are offered and the MQLS Program is made available.

x) Seller - Molecooles OÜ, Harju maakond, Lasnamäe linnaosa, Narva mnt 13-27, 10151 Tallinn, Estonia, registration number 16871783, VAT number: EE102694369, acting as the entity operating the Service and offering the MQLS Program (the Seller's identification data are indicated in the E-commerce Terms).

2. In case of doubts regarding the meaning of a term used in these Terms, if it has not been defined in paragraph 1 above, the meaning assigned to it in the E-commerce Terms, generally applicable Polish law, and in the absence of a legal definition - the meaning assigned to it in common language shall be adopted.

§3. NATURE OF MQLS AND IMPORTANT RESERVATIONS

1. MQLS constitutes a token used within the MQLS Program and in the Service is presented as loyalty points. Due to the technical implementation of the MQLS Program, MQLS is based on blockchain technology and is acquired and transferred within the Program Provider's solutions.

2. The Customer acknowledges that MQLS may have a variable value, depending on market conditions and/or the method of determining the Rate/Quotation within the MQLS Program. The Seller does not guarantee a constant value of MQLS nor the maintenance of the same value of MQLS over time.

3. The Seller does not provide the Customer with services in the scope of cryptoassets nor custody/wallet-type services (in particular, services consisting of storing or administering MQLS on behalf of the Customer) within the meaning of Regulation (EU) 2023/1114 of May 31, 2023 on markets in cryptoassets and amending Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937.

4. Operations concerning MQLS and MQLS Wallet functionalities are carried out by the Program Provider based on its technical solutions and terms of service. To the extent that the Customer uses the Program Provider's functionalities, the Customer may be bound by separate terms or policies of the Program Provider.

5. The Customer acknowledges that the implementation of the MQLS Program may involve technological risks, in particular:

- a. delays in awarding or booking MQLS,
- b. temporary unavailability of MQLS Program functionalities,
- c. technical interruptions,
- d. limitations resulting from the operation of the blockchain network, protocols, or third-party services.

6. In the event that network fees or other technical fees (e.g., gas fees) arise in connection with operations concerning MQLS (e.g., withdrawal/transfer outside the MQLS Wallet), such fees are collected and settled within the Program Provider's solution and are presented to the Customer before submitting the instruction. The Seller does not charge such fees and has no influence on their amount.

7. The MQLS Program has a promotional-loyalty nature. The Seller does not guarantee that the Customer will obtain a specific economic benefit in connection with possessing or using MQLS, nor that MQLS will be able to be used in a specific manner at any time.

§4. CONDITIONS FOR PARTICIPATION IN THE MQLS PROGRAM

1. The MQLS Program may be participated in by a Customer using the Service, including both a Consumer/Entrepreneur with consumer rights, as well as an Entrepreneur who is not a Consumer, provided that the use of the MQLS Program is not excluded for a given category of Customers in the Service or in the MQLS Terms.

2. Participation in the MQLS Program requires having an Account in the Service, as awards and uses of MQLS are assigned to the Account in the Service and presented in the MQLS Panel.

3. The scope of available MQLS Program functionalities (in particular, awarding Cashback, using MQLS to obtain benefits in the Service, as well as MQLS Wallet functions, including "deposits" or "withdrawals" of MQLS) results from the current version of the Service and the provisions of the MQLS Terms.

4. Access to selected functionalities related to MQLS operations (in particular, deposits, withdrawals, or transfers outside the MQLS Wallet) may require identity verification (KYC) carried out by the Program Provider. In such a case, verification is carried out within the Program Provider's solution and on its principles. Failure to pass KYC may result in the inability to use a given function, but this does not affect the ability to make purchases in the Service on the principles specified in the E-commerce Terms.

5. The Customer is obliged to use the MQLS Program in accordance with the MQLS Terms, E-commerce Terms, legal provisions, and good customs, in particular with the prohibition of:

- a. having more than one Account in the Service,
- b. creating fictitious accounts,
- c. using automated actions (bots) or other tools for artificially generating awards,
- d. performing actions aimed at circumventing the rules for awarding or settling MQLS (in particular, actions consisting of intentional purchases and returns in order to retain benefits from the MQLS Program), and
- e. actions infringing the rights of third parties or the security of the Service.

6. In the event of a violation by the Customer of the provisions of the MQLS Terms, the Seller may apply measures appropriate to the violation, in particular: suspend awarding or using MQLS, correct awards made in violation of the MQLS Terms, temporarily restrict access to the MQLS Program, or in cases of gross or repeated violations, exclude the Customer from the MQLS Program on the principles specified in the MQLS Terms.

§5. AWARDING MQLS CASHBACK

1. The Customer may receive Cashback in the form of awarding MQLS in connection with the purchase of products in the Service, on the principles specified in the MQLS Terms and in accordance with the information presented in the Service (in particular in the Cart and/or Order summary).

2. Cashback is awarded after successful payment of the Order and after confirmation of acceptance of the Order for processing. Cashback is not awarded in the case of:

- a. lack of effective payment - regardless of the reason,
- b. cancellation of the Order before starting its processing,
- c. rejection of the Order by the Seller in accordance with the E-commerce Terms,
- d. detection of abuse or violation of the E-commerce Terms or MQLS Terms (in particular, circumventing actions aimed at obtaining Cashback),
- e. obvious system error regarding the presented Cashback value (e.g., technical error).

3. The basis for awarding Cashback is the net value of the purchased products (i.e., excluding VAT), unless otherwise explicitly indicated in the Service for a given Order or promotional action.

4. The amount of Cashback is determined based on the percentage indicator or other algorithm indicated in the Service during the Order placement process. Information about the expected Cashback amount (e.g., "you will receive approx. X MQLS") is presented to the Customer before placing the Order.

5. Due to the mechanism for determining the Rate/Quotation, the Customer acknowledges that the information about the number of MQLS to be awarded presented before placing the Order is approximate, and the final number of MQLS may differ slightly, in particular in the case of fluctuations in the Rate/Quotation between the moment of presenting the information and the moment of awarding Cashback or booking MQLS.

6. MQLS resulting from Cashback are assigned to the Customer and visible in the MQLS Panel after they are booked within the MQLS Program. Booking of MQLS occurs as a rule immediately after meeting the awarding conditions, but may take additional time due to technical processes on the side of the Program Provider or third parties.

7. Information about Cashback awards, including the number of booked MQLS, may be presented in the MQLS Panel along with the award date and designation of the Order to which they relate.

§6. AFFILIATION (REFERRAL PROGRAM)

1. The MQLS Program includes a referral program ("Affiliation"), within which the use of an Affiliate Link may result in awarding benefits (the applicable rules are made available to Customers each time):

- a. to the Customer making a purchase using the Affiliate Link, and
- b. to the Referring Person.

2. If the Customer makes a purchase using an Affiliate Link, the Service may apply a discount to the price of products in the Cart. The discount rules (including its amount, scope, and conditions) are specified in the E-commerce Terms and presented in the Service before placing the Order.

3. The Referring Person is entitled to a bonus in MQLS related to the purchase made by the Customer using the Affiliate Link, if:

- a. the Order has been successfully paid and accepted for processing,
- b. the bonus has been awarded in the Service (i.e., the Affiliate Link was properly used during Order placement), and
- c. there are no grounds for correction specified in these Terms (in particular, return, chargeback, or abuse).

4. The bonus referred to in paragraph 3 above is awarded as 0.01% of the net value of the ordered products (excluding VAT), unless a different percentage value is indicated in the Service for a given Affiliate Link.

5. The Customer making a purchase using an Affiliate Link may simultaneously receive Cashback on the principles specified in § 5 of the MQLS Terms (unless otherwise explicitly indicated in the Service for a given promotional action or Order).

6. The Seller may present in the Service information about the expected bonus value in MQLS (e.g., “you will receive approx. X MQLS”). Due to the variability of the Rate/Quotation, the final number of MQLS awarded under Affiliation may differ slightly from the value presented in the Service, in particular in the case of fluctuations in the Rate/Quotation and technical factors on the side of the Program Provider.

7. The Seller may introduce limits regarding Affiliation (e.g., maximum number of referrals, validity period of the Affiliate Link, minimum order value, exclusion of selected products from Affiliation). Current Affiliation conditions are presented in the Service and may change in accordance with § 14 of the MQLS Terms.

8. Affiliation may not be used in a manner contrary to the law, MQLS Terms, E-commerce Terms, or good customs. In particular, the following are prohibited:

- a. Self-referrals (including making purchases by the same person using their own Affiliate Link),
- b. creating multiple accounts to circumvent Affiliation rules,
- c. using bots, automation, or mass actions,
- d. artificially generating purchases and returns to obtain benefits from Affiliation,
- e. misleading about the nature of the Service or MQLS Program.

9. Suspension and correction of benefits. The Seller may suspend the awarding of benefits from Affiliation or correct them if:

- a. a return occurs (withdrawal from the Sales Agreement),
- b. a complaint is accepted resulting in a refund or price correction,
- c. the payment is reversed, including as a result of chargeback or reasonable suspicion of unauthorized transaction,
- e. abuse or reasonable suspicion of abuse is detected.

10. Correction rules. Detailed rules for correcting benefits in MQLS in the case of returns, complaints, chargeback, or abuses (including in particular the method of determining the Rate/Quotation for correction purposes) are specified in § 10 and § 11 of the MQLS Terms.

§7. USE OF MQLS IN THE SERVICE

1. The Customer may use MQLS in the Service to obtain benefits related to purchases, in particular:

- a. reducing the price of products (discount/rebate),
- b. purchasing selected products in whole or in part for MQLS,
- c. other benefits indicated in the Service for MQLS Program participants.

2. The current list of benefits and conditions for obtaining them are presented in the Service.

3. The Seller may specify in the Service detailed rules for using MQLS, in particular:

- a. whether MQLS can cover the entire product price or only part of it,
- b. the minimum number of MQLS required to use a given benefit,
- c. the minimum Order value entitling to use MQLS,
- d. exclusions for specific products or product categories.

4. Unless otherwise indicated in the Service, MQLS may be combined with other promotions, discounts, or promotional codes only on the principles indicated in the Service for a given action. The Seller may exclude the possibility of combining MQLS with selected promotions, in particular in the case of time-limited actions or special pricing conditions.

5. The Customer decides on the use of MQLS during the Order placement process - in particular by selecting the appropriate option in the Cart or at the Order summary stage, if the Service provides such functionality. Before placing the Order, the Customer receives information about the effects of using MQLS (e.g., the discount amount or the number of MQLS that will be settled).

6. MQLS are used (settled) within a given benefit in the manner indicated in

the Service during Order placement.

a. If the Customer uses MQLS to reduce the Price (discount), MQLS settlement occurs at the moment of placing the Order.

b. If the Customer uses MQLS to acquire Products “for MQLS” (without monetary payment or with partial payment), MQLS settlement occurs at the moment of placing the Order.

c. If a given benefit requires payment confirmation or acceptance of the Order for processing, the Service informs the Customer about this before placing the Order, and MQLS settlement occurs no later than at the moment of confirming acceptance of the Order for processing.

7. MQLS settlement may consist in particular of:

- a. reducing the MQLS balance assigned to the Customer,
- b. marking MQLS as used,
- c. temporary blocking of MQLS until confirmation of Order processing - depending on the operation of the MQLS Program.

8. The method of settling MQLS does not affect the rules for concluding and performing the Sales Agreement specified in the E-commerce Terms.

9. MQLS are not subject to exchange for cash by the Seller and may be used only within the functionalities provided in the Service and the MQLS Program.

10. The Customer acknowledges that the use of certain benefits may depend on the availability of functionalities on the side of the Program Provider and on meeting additional conditions (e.g., verification/KYC for selected functions), if required for a given functionality.

§8. “DEPOSIT”, “WITHDRAWAL”, MQLS WALLET AND EXTERNAL OPERATIONS (PROGRAM PROVIDER)

1. As part of the MQLS Program, the Customer may have access to functionalities allowing:

- a. “deposit” of MQLS (i.e., funding the MQLS Wallet),
- b. “withdrawal” of MQLS (i.e., transfer of MQLS from the MQLS Wallet to an External Wallet Address), and
- c. other operations related to storing and transferring MQLS, if they are made available to the Customer in the Service or in the Program Provider’s solution.

2. The functionalities referred to in paragraph 1 are implemented based on the Program Provider’s technical solutions. The MQLS Wallet has the nature of a custodial wallet provided by the Program Provider, and the Program Provider controls the private keys and performs technical operations related to MQLS. The Seller does not have access to private keys and does not perform wallet operations on behalf of the Customer.

3. The MQLS Wallet and external operations (in particular, transfers to an External Wallet Address) may be subject to separate conditions, terms, or rules of the Program Provider. To the extent that the Customer is bound by the Program Provider’s conditions, the Customer is obliged to comply with them.

4. In connection with external operations concerning MQLS, network fees (gas fees) or other technical costs may occur. Information about such fees (if it can be determined) is presented to the Customer within the functionalities provided by the Program Provider or results from the Program Provider’s conditions.

5. The Seller is not responsible for:

- a. the implementation of external operations by the Program Provider,
- b. the operation of the blockchain network, protocols, or third-party services,
- c. delays or errors in transfers resulting from circumstances beyond the Seller’s control, nor
- d. the effects of incorrect indication of the External Wallet Address by the Customer.

6. The Seller reserves that the availability of wallet functionalities and the scope of external operations may vary depending on the current version of the Service, the Program Provider’s decisions, and the Customer’s fulfillment of conditions (including possible verification/KYC), as referred to in § 9.

§9. KYC / ACCESS RESTRICTIONS (ON THE PROGRAM PROVIDER’S SIDE)

1. The Customer acknowledges that the Seller does not conduct the KYC process within the MQLS Program. Identity verification (KYC), if required, is carried out by the Program Provider within its solutions and procedures.

2. The Program Provider may require passing KYC in particular in connection with:

- a. activation of the MQLS Wallet,
- b. using the “deposit” or “withdrawal” functions of MQLS,
- c. transferring MQLS to an External Wallet Address, or
- d. exceeding certain activity thresholds or transaction/operation values.

3. As part of KYC, the Program Provider may require providing or confirming the Customer's identification data, in particular such as: name and surname, date of birth, citizenship, residential address, contact details, as well as presenting an identity document and, if required, performing biometric verification or “liveness” verification (e.g., photo/short video). The detailed scope of data results from the Program Provider's process.

4. If the Customer does not pass the KYC required by the Program Provider, the Customer may not gain access to selected MQLS Program functionalities, in particular to MQLS Wallet functions, “deposit” or “withdrawal” of MQLS, or transfers to an External Wallet Address. The Program Provider may also suspend the implementation of specific operations until KYC is completed.

5. The conditions, course, and method of verification (KYC), as well as any restrictions and thresholds, are determined by the Program Provider. To the extent that the Customer is bound by the Program Provider's conditions, the Customer is obliged to comply with them.

6. The Seller may provide the Customer in the Service with organizational information regarding KYC or redirection to the Program Provider's process, but the Seller is not responsible for the course and result of KYC conducted by the Program Provider.

§10. RETURNS AND WITHDRAWAL FROM THE SALES AGREEMENT AND MQLS SETTLEMENT

1. The rules for withdrawal from the Sales Agreement (including deadlines, method of submitting a statement, method of returning Products, and refund) are specified in the E-commerce Terms. This paragraph regulates only the settlement of benefits obtained under the MQLS Program in connection with withdrawal from the Sales Agreement, return of Products, acceptance of complaints, or payment reversal.

2. In the case of withdrawal from the Sales Agreement by the Consumer/Entrepreneur with consumer rights and return of Product(s), MQLS awarded to the Customer in connection with a given Order are not taken from the Customer's MQLS Wallet (the Customer retains them).

3. If in connection with a given Order the Customer received Cashback (MQLS), the amount refunded to the Customer by the Seller due to withdrawal from the Sales Agreement or return of the Product is reduced by the equivalent of the awarded Cashback, calculated in accordance with paragraphs 4-6 below (“Cashback Value”).

4. The Cashback Value is determined according to the parameters of awarding Cashback for a given Order, i.e., based on:

- a. the number of MQLS actually awarded to the Customer for a given Order (or part thereof), and
- b. the Rate/Quotation at the moment of awarding Cashback (i.e., from the day and hour according to which Cashback was awarded for a given Order).

5. In the case of returning all Products from a given Order, the Cashback Value corresponds to the Cashback Value awarded for the entire Order.

6. In the case of returning part of the Products from a given Order, the Cashback Value is determined proportionally to the net value of the returned Products (i.e., Cashback Value awarded for the Order × share of the net value of returned Products in the net value of the Order), unless another method of assigning Cashback to specific Products is indicated in the Service.

7. If a discount was applied in the Order (including a discount resulting from using an Affiliate Link), the settlement of withdrawal from the Sales Agreement in the scope of Product prices occurs in accordance with the E-commerce Terms, while the settlement of Cashback Value occurs on the principles specified in this paragraph (paragraphs 3-6).

8. If the payment for the Order is reversed (including as a result of chargeback) or the Seller obtains information about a reasonable suspicion

of unauthorized transaction, the Seller may:

- a. suspend awarding further benefits in the MQLS Program related to a given Order, and/or
- b. correct settlements of the MQLS Program concerning that Order, in particular by appropriately applying the principles from paragraphs 3-6 (if in given circumstances a refund to the Customer occurs), and/or

c. apply measures provided in § 11 and § 15 of the MQLS Terms (in particular for abuses or repeated cases).

9. If in connection with using an Affiliate Link the Referring Person received a bonus in MQLS, and the Customer making the purchase using the Affiliate Link subsequently withdraws from the Sales Agreement (in whole or in part) or payment is reversed, the Seller may correct the Affiliation benefits, in particular by:

a. reducing (in settlement) the value of the bonus due to the Referring Person by the part attributable to the returned Products, determined proportionally, and/or

b. suspending the awarding of the bonus until the expiry of the period in which returns are most often made, if such a rule is indicated in the Service.

10. The detailed method of Affiliation correction (including the Rate/Quotation for correction) results from § 6 and § 11 of the MQLS Terms and information presented in the Service.

11. If the Cashback Value exceeds the amount refunded to the Customer for the returned Product (e.g., in partial returns or special promotional actions), the Seller as a rule does not demand from the Customer to pay the difference, unless there is a reasonable suspicion of abuse or action contrary to § 4 paragraph 6 or § 11 of the MQLS Terms.

§11. CORRECTIONS, REVOCATIONS, ERRORS, AND ABUSES

1. The Seller may correct awards or settlements in the MQLS Program (including awarding Cashback, Affiliation bonuses, and settlements of MQLS use), if:

a. withdrawal from the Sales Agreement and return of Product(s) occurred, acceptance of a complaint resulting in refund or price correction, or payment reversal (including chargeback) - in accordance with § 10;

b. a system error occurred, error in presenting value (e.g., incorrect number of MQLS or incorrect Rate/Quotation), integration error with a third-party service (in particular the Program Provider or Payment Operator), or other technical error affecting the awarding or settlement of MQLS;

c. there is a reasonable suspicion of abuse, circumvention of MQLS Program rules, or violation of the MQLS Terms, E-commerce Terms, or legal provisions;

d. there is a need to perform obligations arising from legal provisions or decisions of authorized bodies.

2. Correction may consist in particular of:

- a. correcting the number of MQLS assigned to the Customer,
- b. canceling an award made as a result of an error,
- c. suspending the awarding of MQLS until the matter is clarified,
- d. changing the status of MQLS (e.g., marking as invalid/inactive),
- e. correcting the settlement of Affiliation benefits.

3. If the correction affects the Customer in a significant way (in particular, reduces the number of MQLS, suspends the possibility of using MQLS, or leads to exclusion from the MQLS Program), the Seller informs the Customer about the correction made (or, if justified and possible, about the intention to make it) via the Account in the Service and/or an email message assigned to the Account in the Service, indicating the reason for the correction. The Seller may limit the scope of information provided only to the extent necessary for the security of the Service, prevention of abuses, or protection of third-party rights. The Customer has the right to file a complaint in accordance with § 12.

4. The Customer may submit objections or provide explanations regarding the correction by contacting the Seller in the manner indicated in the Service. The Seller may request information necessary to clarify the matter (e.g., Order number, transaction date, problem description).

5. In justified cases, in particular suspicion of abuse or payment reversal, the Seller may temporarily suspend the possibility of using MQLS assigned to

the Customer or access to selected MQLS Program functionalities until the explanations are completed.

§12. COMPLAINTS REGARDING THE MQLS PROGRAM

1. Complaints regarding the operation of the MQLS Program (in particular, Cashback awards, MQLS settlements, Affiliation, visibility of MQLS balance, errors in the MQLS Panel, or other MQLS Program functionalities) are considered in the manner specified in this paragraph. Complaints regarding purchased products (conformity of goods with the contract, warranty, guarantee, withdrawal from the Sales Agreement) are submitted and considered in accordance with the E-commerce Terms.

2. The Seller will exercise due diligence to, to the extent possible and justified, provide the Customer with informational assistance in connection with a complaint regarding the MQLS Program and coordinate clarification of the matter with the Program Provider, if necessary to consider the complaint and possible given the Seller's access to technical information.

3. The Seller may request from the Customer additional information necessary to consider the complaint (e.g., screenshots, transaction identifier, wallet address, data visible in the MQLS Panel). Failure to provide the required information may hinder or prevent consideration of the complaint to the extent resulting from the lack of data.

§13. LIABILITY

1. The Seller is liable for performing obligations arising from the MQLS Terms within the limits of mandatory legal provisions. The provisions of the MQLS Terms are not intended to exclude or limit the Customer's rights, in particular the Consumer/Entrepreneur with consumer rights, to the extent that such exclusion or limitation would be impermissible.

2. The Seller may temporarily restrict access to the MQLS Program (in whole or in part) in connection with maintenance, developmental, security, or failure removal work. The Seller will inform Customers about planned interruptions in advance in the Service, if possible.

3. The Seller is not liable for non-performance or improper performance of obligations arising from the MQLS Terms caused by force majeure or other events beyond the Seller's control. Such events are understood in particular as: failures of IT or energy infrastructure, widespread events, actions of public authorities, and interruptions or limitations in third-party services.

4. Information regarding MQLS presented in the Service (in particular in the MQLS Panel), including MQLS balance, expected number of MQLS to be awarded, Rate/Quotation, and conversion values, have, to the extent permitted by law, an informational nature. They may change due to data updates, booking processes, processing delays, and technical factors on the side of the Program Provider or blockchain technology.

5. The Seller exercises due diligence to ensure that the information presented in the Service is current and consistent, but the Customer acknowledges that short-term discrepancies may occur between the information presented in the Service and data resulting from technical processes on the side of the Program Provider.

6. The Seller is not liable for the variability of MQLS value, fluctuations in the Rate/Quotation, nor their effects for the Customer, in particular differences between the value presented before placing the Order and the value adopted when awarding Cashback, Affiliation bonus, or settling MQLS.

7. The Seller is not liable for:

- a. the Customer's decisions regarding the sale, exchange, or other disposal of MQLS outside the Service,
- b. external transactions concerning MQLS carried out by the Customer or on the Customer's instruction, in particular transfers to an External Wallet Address,
- c. incorrect indication of the External Wallet Address or other actions of the Customer affecting the effectiveness of the transfer,
- d. the operation of the blockchain network, protocols, or external platforms that the Customer uses in connection with MQLS.

8. The MQLS Program uses third-party solutions, in particular the Program Provider and blockchain/protocols technology. The Seller is not liable for interruptions in operation, delays, errors, or limitations resulting solely from failures or interruptions on the side of the Program Provider, operation of the blockchain network or protocols, or failures of third-party infrastructure, subject to the Seller providing informational assistance and coordination to the extent referred to in § 12 paragraph 2.

9. In relations with Customers who are not Consumers (and not Entrepreneurs with consumer rights), the Seller's liability under the MQLS Program may be limited to the extent permitted by law, to the amount of actual damage, excluding lost profits.

§14. CHANGES TO THE MQLS TERMS

1. The Seller may change the MQLS Terms only for important reasons, in particular in the case of:

- a. changes in legal provisions or guidelines of authorities,
- b. changes in the operation of the MQLS Program, including Service functionalities or Program Provider solutions,
- c. the need to improve the security of the MQLS Program or Service,
- d. introduction of new benefits or termination of certain benefits,
- e. changes in cooperation conditions with third parties (e.g., Program Provider or Payment Operator),
- f. prevention of abuses or improvement of MQLS settlement process.

2. The Seller will inform Customers about changes to the MQLS Terms by publishing a new version in the Service and sending information to the email address assigned to the Account in the Service or via a message in the Account in the Service, at least to the extent enabling the Customer to familiarize themselves with the changes.

3. Changes to the MQLS Terms come into effect after 14 days from the date of informing Customers about the change, unless:

- a. the change results from mandatory legal provisions or a decision of an authority and requires a shorter period, then the change comes into effect on the date resulting from those provisions or decision; or
- b. the change concerns the introduction of new functionalities or benefits without worsening the Customer's situation, then the Seller may introduce the change earlier, provided that the Customer can still use the existing rules in the scope of already acquired rights, if applicable.

4. The Customer has the right to object to changes in the MQLS Terms within the 14-day period referred to in paragraph 3 above, in the manner indicated in the information about the change (e.g., via email or the appropriate function in the Account in the Service).

5. In the event of an objection by the Customer, the Customer's participation in the MQLS Program ends on the effective date of the changes, unless the Customer indicates an earlier resignation date (e.g., from the date of submitting the objection). The Seller may then limit or disable the Customer's access to MQLS Program functionalities, subject to the settlement rules provided in the MQLS Terms and obligations arising from legal provisions (e.g., retention).

6. To the extent possible given the change and technical and legal conditions of the MQLS Program operation, changes to the MQLS Terms do not affect MQLS already awarded to the Customer before the changes come into effect, nor the possibility of using them on the principles applicable at the time of awarding, unless the change is required by legal provisions, a decision of an authority, or results from the need to prevent abuses.

7. The Seller may provide access to archival versions of the MQLS Terms in the Service or at the Customer's request to the extent justified for evidentiary purposes.

§ 15. TERMINATION OF PARTICIPATION / CLOSURE OF MQLS ACCOUNT

1. The Customer may at any time resign from participation in the MQLS Program by submitting a resignation statement to the Seller in the manner indicated in the Service (e.g., via a function in the Account in the Service or email). Resignation is effective immediately or on the date indicated by the Customer, if technically possible.

2. Upon resignation, the Customer loses access to MQLS Program benefits available in the Service (in particular, the possibility of using MQLS to obtain discounts or purchase products "for MQLS"), subject to paragraphs 6-8 below.

3. The Seller may exclude the Customer from the MQLS Program (in whole or in part) and restrict access to MQLS Program functionalities if:

- a. the Customer violates the provisions of the MQLS Terms or E-commerce Terms, in particular commits abuses described in § 4 paragraphs 6-7 and § 11;
- b. the Customer undertakes actions contrary to the law or good customs,

including infringing the rights of third parties or the security of the Service;

c. there is a reasonable suspicion of unauthorized transaction, payment abuse, chargeback of abusive nature, or circumvention of MQLS Program rules;

d. exclusion is required by legal provisions or a decision of an authorized body.

4. The Seller, if possible, will inform the Customer about exclusion or restriction of access to the MQLS Program along with indicating the reason to the extent appropriate to the circumstances. In justified cases, in particular with the risk of further abuse or the need to secure settlements, the Seller may apply exclusion with immediate effect.

5. Termination of participation in the MQLS Program may also occur as a result of closing the Account in the Service on the principles provided in the E-commerce Terms.

6. Given that the MQLS Wallet and operations related to MQLS are carried out by the Program Provider, the effects of terminating participation in the MQLS Program for MQLS assigned to the Customer may depend on the functionalities and conditions of the Program Provider. As a rule:

a. termination of participation in the MQLS Program results in the loss of the possibility of using MQLS in the Service (for benefits), while

b. it does not in itself determine the Customer's rights to MQLS in the MQLS Wallet maintained by the Program Provider, to the extent resulting from the Program Provider's conditions.

7. If the Program Provider enables the Customer to perform a "withdrawal" of MQLS to an External Wallet Address, the Customer should, before resignation or within a reasonable time after resignation, take actions necessary for the possible transfer of MQLS in accordance with the Program Provider's conditions (including possible KYC).

8. The Seller is not obliged to repurchase, redeem, or exchange MQLS for cash in connection with the Customer's resignation or exclusion from the MQLS Program, unless the Seller has explicitly committed to this in the Service.

9. Termination of participation in the MQLS Program does not exclude the Seller's right to make corrections to awards or settlements in cases provided in § 10 and § 11, in particular in connection with returns, chargeback, or abuses revealed after termination of participation.

§16. FINAL PROVISIONS

1. The MQLS Terms constitute an integral set of rules regarding the MQLS Program. In matters concerning the sale of products in the Service (in particular conclusion and performance of the Sales Agreement, payments, delivery, withdrawal from the agreement, and product complaints), the E-commerce Terms apply. In case of discrepancies between the MQLS Terms and the E-commerce Terms, in the scope of the MQLS Program, the MQLS Terms take precedence.

2. To the extent permitted by law, Polish law applies to the MQLS Program and the MQLS Terms. This provision does not deprive the Consumer/Entrepreneur with consumer rights of the protection granted to them by mandatory provisions of the law of the country of habitual residence, if such provisions apply.

3. In the case of disputes with a Customer who is not a Consumer (nor an Entrepreneur with consumer rights), the court competent to hear the dispute is the District Court for the Capital City of Warsaw. In the case of disputes with a Consumer, the court's jurisdiction is determined on general principles arising from legal provisions.

4. If any provision of the MQLS Terms proves invalid or ineffective, this does not affect the validity of the remaining provisions. In place of the invalid or ineffective provision, the appropriate legal provisions apply, and if possible, a provision with a purpose most similar to the purpose of the original provision.

5. The Terms are effective from the day 2th of February 2026.