

**Terms and Conditions of
"MySTAMP" service**

§ 1 General Provisions

1. Poczta Polska S.A. offers its customers the paid "MySTAMP" service consisting on printing the graphic design supplied by the customer on the postage module.
2. These Terms and Conditions shall specify the conditions and rules for the provision of the "MySTAMP" service, as well as the liability for non-performance or improper performance of commissioned services.
3. The Terms and Conditions for the "MySTAMP" are available at post offices and on-line at www.poczta-polska.pl and www.filatelistyka.poczta-polska.pl.

§ 2 Definitions

Definitions used in these Terms and Conditions shall mean:

- 1) **BMF** - Marketing and Philately Department (in Polish: Biuro Marketingu i Filatelistyki) - an organizational unit at Poczta Polska SA managing philately services at Poczta Polska SA, including "MySTAMP" service.
- 2) **BRDH** – Retail Sales Activity Development Department (in Polish: Biuro Rozwoju Działalności Handlowej) – an organizational unit at Poczta Polska Headquarters managing the execution of the personalized stamp imprinting service,
- 3) **Price List**- Price List for the "MySTAMP" service, introduced by internal legal act of Poczta Polska S.A.
- 4) **Customer (private and business)** -a legal or natural person, an organizational unit not having legal personality supplying the graphical design and commissioning the service under conditions specified in the Terms and Conditions.
- 5) **"MySTAMP"** - postage mark, not being a postal stamp, used to confirm payment for postal service provided by Poczta Polska S.A., including information about the fees for postal service, expressed in the form of Arabic numerals or roman letters or by reference to weight and category of mail item and a printed, transmitted by the Customer, Graphic design that meets the specifications set out in Section 4 of the Terms and Conditions and in accordance with the provisions of generally applicable law.
- 6) **payment "in arrears"** - the payment of the fee for "MySTAMP" service after its completion - a form of payment available only for a single order of more than 100 sheets of postage paid

mark templates, and for customers with whom Poczta Polska SA has a written contract for other postal services,

7) **payment "in advance"** - the payment of a fee for "MySTAMP" service before its start - a form of payment available to all customers who have made a different order than those specified in § 5.3,

8) **Personalization** -printing on the postage module the graphic design supplied by the Customer.

9) **postal outlet** - an organizational unit of Poczta Polska SA operating within a territory range (a post office or a branch of the post office) accepting orders for "MySTAMP" service, delivering shipments containing "MySTAMP" products and performing other tasks set out in the relevant provisions of Poczta Polska SA.

10) **Graphic design** - uploaded by the Customer printing design containing drawings, photographs, captions or other content (logo, trademark). The Graphic design cannot consist in just a background and graphics in the form of dots, crosses, micro text in bright color mimicking the background pattern of the postage mark.

11) **Terms and Conditions** -Terms and Conditions of the "MySTAMP" service.

12) **SOZ** – Customer Service (in Polish: Sekcja Obsługi Zamówień) in Lublin, ul. Wacława Moritza 2, 20-900 Lublin – internal organizational unit of BRDH, collecting and fulfilling orders for the personalized stamp imprinting service,

13) **Sales representatives** - employees of Business and Institutional Customers Department (in Polish: Biuro Klienta Biznesowego i Instytucjonalnego) - an organizational unit at Poczta Polska Headquarters accepting orders from customers for "MySTAMP" service".

14) **Personalized postage module** - blank perforated field, which is part of a commercial sheet, including information on the fee for postal service and the information identifying the postal operator (inscription Poczta Polska S.A.), on which the graphic design provided by the customer will be printed.

15) www.poczta-polska.pl – Poczta Polska S.A. website including the active ordering form for "MySTAMP" which may be used to order the service.

16) www.filatelistyka.poczta-polska.pl – Poczta Polska S.A. website including the active ordering form for "MySTAMP", which may be used to order the service.

§ 3 Ordering services

1. Orders for "MySTAMP" may be placed:
 - 1) in all postal outlets,
 - 2) by mail order to SOZ address,
 - 3) by e-mail at personalizacja@poczta-polska.pl,
 - 4) on-line at www.poczta-polska.pl and www.filatelistyka.poczta-polska.pl
 - 5) via dedicated sales staff.
2. The ordering form sample is attached as Appendix 1A to these Terms and Conditions.
3. The smallest unit that can be ordered is 1 sheet containing 9 pieces of printed postage paid mark templates.
4. Unprinted sheets of postage paid mark templates or single, unprinted postage paid mark template are not available for sale and cannot be used to pay for the postal services in domestic and international traffic.
5. The condition for the order to be accepted is that the Customer files a duly completed order form, along with the Graphic design that meets the conditions set out in Section 4.2 and 4.3 of the Terms and Conditions, and in compliance with generally applicable law.
6. Orders placed by mail to SOZ address, e-mail or by Internet are acknowledged by SOZ by phone or e-mail.
7. Order execution begins after payment by the customer the due amount for the service (by one of the methods specified in § 5.1) or in the case of orders placed by customers referred to in paragraph 5.4 - after verifying by a sales representative the payment history under agreements concluded with Poczta Polska SA for the provision of other postal services. The order is also verified and confirmed by SOZ, by phone or by e-mail.
8. The date of payment shall be the date the bank account of Poczta Polska SA is credited or cash is paid at the postal outlet, or the money order received by SOZ.
9. Order processing begins after receiving the due payment for the service (by one of the methods referred to in Section 5.1) and after verifying and confirming by SOZ, over the phone or e-mail, the acceptance for printing of the Graphic design submitted by the Customer.

10. The content of the Graphic design uploaded by the Customer may not violate universally applicable laws and rules. The Customer acknowledges each time on the order that the submitted materials do not infringe the copyright, property rights, related rights and personal rights and rights to the image of third parties, as well as any forms of creative activity protected by law. The Customer represents and warrants that he is liable for the submitted statement and shall pay all reasonable claims of persons whose rights have been violated in accordance with his statement.

11. Poczta Polska SA reserves the right to refuse the service if the content provided by the customer is, in particular:

- 1) is defamatory, misleading, deceiving, insulting, obscene, contains messages offending religious feelings, offending social groups, ethnic groups and other,
- 2) includes advertising of alcohol, cigarettes, narcotics and other stimulants,
- 3) is related to advertising competitive services to services provided by Poczta Polska S.A. and advertising of entities competing with Poczta Polska S.A.,
- 4) does not meet the requirements as defined in Section 4.2 and 4.3,
- 5) is inappropriate to appear on postage mark for any other reason, than that indicated in points 1, 2 and 3, in particular for violating generally applicable laws and regulations and rules of social conduct, and in particular the provisions on copyright and protection of personal rights.

12. Employee receiving the order assesses, whether the proposed Graphic design is consistent with the law, does not violate legally protected personal rights, copyright, and whether it may appear on the postage. In case of doubt the employee shall have the right to refuse the order.

13. If the order is placed at a post office or via dedicated sales services, the Customer shall provide the printout of the Graphic design for printing, in order to perform its initial assessment by the employee receiving the order.

14. SOZ, after checking the content and quality of the Graphic design, shall take a final decision on the execution of the order or shall make additional arrangements with the Customer.

15. Commissioning the execution of the services, the customer may order one or more sheets of "MySTAMP".

16. The Customer may order printing from 1 to 3 different graphic designs on Personalized postage modules on one commercial sheet, in accordance with the

principle that all the sheets, commissioned to printing in a single order, shall be printed in the same way.

17. By ordering the service, the Customer confirms on the order form that he have read and understood the Terms and Conditions and agrees to comply with their provisions.

§ 4

Required technical conditions

1. The graphic design can be supplied in the form of a document that is saved to a data support or in paper form (printout).

2. The graphic design for printing on the postage module should comply with the following technical specifications:

1) In the event of photos, the Customer shall indicate the frame to be printed in the module,

2) Supplied photos (color or black and white) should be of good quality and have maximum dimensions of 130x180 mm. For pictures transmitted on a data support, formats are TIFF, EPS or JPG file, with a minimum resolution of 200 DPI,

3) If the photo to be printed is not adapted to the Personalized postage module or the frame is not selected, SOZ personnel performing the service, after telephone or e-mail arrangements with the Customer, shall fit the photo to the format required and send the revised draft design to the Customer for approval. If the Customer does not accept the revised draft design within 7 days of its dispatch by SOZ, Poczta Polska S.A. reserves the right to unilaterally withdraw from performing the service.

4) If the draft design contains language other than Polish, the Customer shall supply with the design the translation of the text and indicate the original language.

3. The Customer shall supply the graphic design of a good quality, as based on its quality depends the quality of the print made by Poczta Polska S.A.

4. The graphic design not in compliance with formal, legal or technical requirements shall be returned to the Customer:

1) In order to improve the design technical quality or correct legal and formal irregularities.

2) With effect of withdrawal from the service in the event of failure to adapt the design to the conditions set out in the Terms and Conditions.

5. Otherwise, Poczta Polska S.A. reserves the right to unilaterally withdraw from the execution of the service.

6. The supplied graphic design should be accompanied with the name of the customer/company name, contact information (phone number, e-mail address). This data can be located on the data support containing the graphic design or on the back of the design printout.

§ 5

The price of the service and the methods of payment

1. Subject to paragraph 3, the fee payable for the service, resulting from the Service Price List, is paid "in advance" in Polish zlotys at the time of order or within 7 days from placing the order:

- 1) Using postal payment form or money transfer to the bank account specified in the order,
- 2) in cash at the postal outlet,
- 3) By money order sent to the SOZ address in case of orders made by post to SOZ,
- 4) In another form available at Poczta Polska S.A.

2. In the absence of payment, SOZ shall contact the customer. In the absence of payment within the next 7 days following contact with the customer, Poczta Polska SA reserves the right to unilaterally withdraw from the service.

3. In order to record the payment correctly, its title should contain the first name and last name of the payee/company name, the name of the service - "MójZNAK" and:

- 1) For orders placed at postal outlets, and by mail to SOZ, the name of the unit accepting the order, e.g. UP Warszawa 1/SOZ
- 2) in the case of orders placed through sales representatives - the number of the proforma invoice, based on which the payment is made to pay for the service.

4. In the case of a single order of more than 100 sheets of postage paid mark templates made by the customer with whom Poczta Polska SA entered into a written agreement for the provision of postal services, the fee payable for the service, resulting from the Service Price List, may be paid "in arrears" in Polish zlotys, on the basis of VAT invoice issued by SOZ on the day of service delivery with the designated payment date: 14 days from date of invoice documenting the service.

§ 6

Order fulfillment

1. Order of "MySTAMP" service is delivered by SOZ provided that in some justified cases BMF Director can agree to deliver the order fulfillment realized by another than SOZ organizational unit of Poczta Polska S.A.
2. Placing an order for a maximum of ten personalized postage module sheets, the order delivery time limit shall be 10 working days from the day after obtaining the confirmation of payment. Should the graphic design be revised, the order fulfillment delivery time may be extended by the amount of time needed for the revision. The next ten-day service delivery shall be calculated on the following day from the next day following the adjustment of graphic design project received by SOZ.
3. The order for more than ten sheets of personalized postage modules' order is delivered pursuant to the dates specified in the Price List, depending on the volume of the order.
4. The service shall be deemed delivered on the date of shipping by SOZ, at the postal outlet, the postal item containing "MySTAMP".
5. In case of refusal of an order pursuant to § 3.11, SOZ shall inform the customer (by phone or e-mail) and return the transferred graphic design, and amounts paid in accordance with customer's instructions.
6. If the order cannot be processed for reasons attributable to the Customer, Poczta Polska S.A. reserves the right to deduct from the payment paid when ordering the service the costs incurred for the return of the amount paid and the graphic design. The basis of calculation of costs is the sum of all the costs paid for sending the money order or payment into bank account and sending the postage for a non priority registered item as per the Postal Services Price List applicable on the day the return is made.
7. If the single order, as set out in § 5.4, cannot be performed for reasons on the customer's side, Poczta Polska S.A. shall have the right to charge the customer with costs of returning the graphic design. The basis for these costs is the cost of sending an non-priority registered mail as per the Service Price List applicable the day the item is returned.
8. In the event of Poczta Polska missing the delivery date the Customer can accept a different proposed delivery date or has the right to unilaterally withdraw from the contract and request to be reimbursed. Withdrawal from the contract requires a written form (letter or e-mail: personalizacja@poczta-polska.pl).
9. In the event of withdrawal by the Customer from the contract, which was partially fulfilled (part of the sheets ordered were imprinted), the return of the payment received concerns only the non-performed part of the order

10. Should the customer, as referred to in § 5. 4, cancel the service which was partially produced (part of ordered printed sheets were produced), the service is considered to be delivered for parts already made.

11. Ordered personalized postages are shipped to the address specified by the Customer:

- a) by priority registered mail - with a single order of up to 10 sheets,
- b) by priority insured mail - with a single order of more than 10 sheets,

§ 7 Liability

1. Poczta Polska S.A. shall not be liable for the secondary damages and unrealised losses if they result from non-performance or improper performance of the service.

Poczta Polska S.A. shall not be liable for the content of the project design imprinted on the personalized postages which violates any applicable regulations or/and the principles of community life, subject to the provisions of Article 473.2 of the Civil Code.

2. Poczta Polska SA is entitled to claim compensation from the customer for the full amount of the damage suffered in connection with the issue or distribution of the personalized postage, the content of which is not in compliance with the requirements of these Terms and Conditions referred to in par. 3.11 and 12.

3. The customer is responsible for all third party claims relating to the infringement of copyright, trademark rights to marks awarded by the Polish Patent Office and EU protection rights granted to Community trademarks by the Office for Harmonisation in the Internal Market, as regards the graphics and print content provided.

4. Should the issue or distribution of "MySTAMP" overprint according to the graphic design provided by the Customer violate the rights of third parties or constitute an act of unfair competition to the detriment of third parties, the Customer - regardless of liability to Poczta Polska SA. - assumes full liability to third parties for the consequences of such violations and hereby shall release Poczta Polska S.A. from liability to these persons.

5. In case a third party proceeds against Poczta Polska SA for any breaches resulting from causes attributable to the customer, the customer agrees to join in place of Poczta Polska SA or join the proceedings on the side of Poczta Polska, release Poczta Polska SA of all obligations by taking these commitments, and settle liabilities

to third parties in whole under its liability towards Poczta Polska SA to the full amount.

§ 8 Complaints

1. In cases of overprint being at variance with the graphic design delivered by the Customer along with the order or with would-be changes agreed upon, or terms and conditions of order (i.a. another number of sheets, insufficient inking of imprint, shifts within imprint area, print leakage on the gummed side, stains and scratches on imprint), the Customer has the right to make a complaint about "MySTAMP" service.

2. A complaint may be filed in within 30 days of receiving the package containing the postage paid marks by e-mail to personalizacja@poczta-polska.pl or in writing:

- 1) at any postal outlet (with the exception of postal agencies)
- 2) by the intermediary of a sales representative,
- 3) by mail to SOZ.

3. Please remember while making a complaint to:

- 1) describe in details the cause and the reason of the complaint
- 2) include contact data (address, E-mail, telephone no.)
- 3) indicate one of the ways of considering the complaint (para. 5)
- 4) indicate how to provide information about the result of the complaint processing (traditional mail, e-mail)
- 5) attach the graphic design as well as the personalized postage sheets, which in case of complaints made in the way defined in paragraph 2.4, should be sent in writing to SOZ.

4. Complaints shall be processed by Poczta Polska S.A. within 30 days of their submission either by mail or e-mail at the post office or through dedicated to corporate and institutional clients' sales employees.

5. In case the complaint is accepted the Customer has the right to:

- 1) be reimbursed the amount paid for the service,
- 2) have the service performed again on the blank frame of the previously selected stamp,

3) have the service performed again on the blank frame of a stamp with a different theme if the previously selected stamp with blank frame for personalization is out of print.

The complaint resolution option shall be chosen by the Customer at the moment of filing the complaint.

6. If the complaint is rejected, the submitted imprinted sheets of personalized postage will be returned to the Customer.

§ 9 Personal Data Protection

1. The controller of personal data is Poczta Polska SA, with its registered office in Warsaw (00-940), ul. Stawki 2.

2. Personal data are processed by Poczta Polska SA for handling orders.

3. All the Customers have the right to access to, change, correct or delete his personal data.

4. The data is provided voluntarily, but is necessary to the process of handling orders.

5. Personal data of Customers may be processed by means of electronic communication by Poczta Polska S.A. for the purpose of market research and customer behavior and preferences and analysis with the intention to use the results of these studies for the improvement of the quality of services provided by Poczta Polska S.A. in the course, and after the process of handling the order, but only if the Customer agrees.

6. Poczta Polska S.A. has the right to process customer's personal data without his/her previous consent for the purpose of sending promotional materials concerning products and services and materials of Poczta Polska for market research, customer behavior and preferences analysis with the intention to use the results of these studies for the improvement of the quality of services provided by Poczta Polska S.A., these materials being sent in other form than electronic communications.

7. Matters related to personal data, which are not covered by these Terms and Conditions, are subject to the provisions of the Act dated 29 August, 1997 on the Protection of Personal Data and the Act dated 18 July, 2002 on the Electronic Provision of Services.

§ 10
Final Provisions

1. "MySTAMP" service upon receipt by the Customer becomes his property and may be used to pay for postal services performed by Poczta Polska S.A.
2. "MySTAMP" paid mail items are manually stamped only if the item is mailed at the post office counter. In case of putting paid that way mail into the Post Office box, personalized postage design may be stamped (date-stamp printed by machine).
3. Any matters not covered in these Terms and Conditions are subject to the provisions of the Civil Code.