

TERMS AND CONDITIONS
OF THE TANK-BANG WEBSITE
OF THE COMPANY TREKSPERT SP. ZO.O.

§ 1 DEFINITIONS

Administrator – the company under the name TREKSPERT sp. z o.o. located in Poznan, registration address: Poznań (60-767), ul. Jana Matejki 46/7A, Tax ID 7792409090, REGON 302201118, share capital: PLN 5,000.00, registered in the register of companies of the National Court Register, under KRS number 429997, with its documentation kept by the District Court Poznań - Nowe Miasto and Wilda, IX Commercial Division of the National Court Register;

Application - Software for mobile devices and desktops, allowing Users to use the Functionalities dedicated to recreational divers to enable the user to improve safety

Banner - a form of conveying advertising content constituting a reference to products, services, websites, or other communications;

Customer Service - run by the Administrator, User Service Office, representing the Project office and located in Poznań (61-514) at ul. Traugutta 21/12a ; e-mail:

PayU Payment Centre- website functioning at payu.pl, administrated by the company under the name PayU SA with its registered seat in Poznan (60-324), ul. Marcelińska 90, registered under KRS number 0000274399, with its registry records kept by the District Court for Poznań - Nowe Miasto and Wilda, VIII Commercial Division of the National Court Register, which has share capital in the amount of: PLN 4,000.000;

Data - personal data within the meaning of the Act of 29 August 1997 on the protection of personal data;

Goods - personal goods within the meaning of the Act of 23 April 1964 Civil Code;

Additional conditions - documents specifying any additional conditions under which certain Services or Functionalities are provided through the Website or using the Website or Application;

Electronically - communication between the Administrator and the User performed in Polish with the use of User's e-mail address assigned to the account or appropriate in a given matter e-mail addresses of the Customer Service;

Functionality - functionality within the Website and Application, including, in particular,

Emergency Procedure - functionality enabling management of rescue action on the basis of unified emergency procedures tailored to the specific circumstances and particular event.

Auto Alert - functionality to automatically notify designated people about the potential diving accident

Risk Manager - functionality involving the downloading of information from the environment, user input, internal databases and external resources to identify risk elements associated with a particular dive

Search Pattern - functionality using augmented reality and enhanced GPS to offer a pattern and coordinate search carried out under water

E-logbook - functionality digitalising diving obligation of keeping a dive log

Bubbles - functionality enabling the use of gamification and competition to raise the popularity of the application with the introduction of competence and experience visualization independent of the diving degrees employed by various organizations

BuddyCV - functionality allowing to create a diver profile (based on the data inputted by them) and allowing a quick assessment of their experience and competence

Buddy Search - functionality allowing selection of optimal dive partner based on the given criteria

Gas Eater - functionality allowing processing data collected by the application on the diver, diving circumstances and gas mix usage to calculate IGCI (Individual Gas Consumption Index).

Database functionality for specific diving locations constituting a compendium of knowledge developed in consultation with stakeholders

Multi-criteria search engine functionality enabling finding dive sites in the region, accommodations, service points, etc. allows for planning the trip according to specific preferences

Forum functionality - giving an opportunity to interact with other users, will enable the exchange of views on sites, service points, etc.

Consumer - natural person performing a legal act not directly related to its business or professional activity;

Account - an account on the Website;

License - the license under which the User authorizes the Administrator to use the User derived Content or Content introduced to the Website using Account

License period - fixed term equal to 5 years, counted separately for each item of Content covered by the License (since its introduction to the Website);

Software - all computer programs allowing the use of the Website, Services or Functionalities;

Partner - an entrepreneur or other entity which is a counterparty of the Administrator, running their business also using the Website or whose services (including the information about them) are made available to the user through the Website or Application;

Rights - moral rights, copyrights, right to permit the exercise of subsidiary rights, patents, additional protection rights for inventions, rights of protection for utility models or trademarks, or right in registration for industrial designs, topographies of integrated circuits or geographical indications or rights of a similar nature;

Extended License Period - fixed term equal to 3 years, counted separately for each item of Content covered by the License (since its introduction to the Website);

Terms and Conditions - these terms and conditions;

Complaint - request made by a Registered User to the Administrator regarding errors in the functioning of the Website, non-compliance with the Agreement, as well as other claims related to the functioning of the Website;

Website - Administrator's Website

Network - transmission systems and switching or routing equipment and other resources which permit the transmission or reception of signals by wire, radio, optical or other electromagnetic means, irrespective of their nature;

System - a set of cooperating IT devices and software that provides processing and storage, as well as sending and receiving data using the Network using the End device appropriate for the type of Network;

Territory - the territory of the Polish Republic;

Agreement - an agreement for the provision of the Services;

End device - electrical or electronic device intended for the provision of telecommunications, intended to be connected directly or indirectly to the Network terminals;

Service - a service, including Functionality, which is provided using the Website or Application - without the simultaneous presence of the parties, through the transmission of data on individual request of the User, sent and received using the devices for electronic processing, including digital compression, and storage of data which is entirely sent, received or transmitted through the Network;

User - an entity that uses the Website;

Registered User - User who owns the Account;

Technical requirements - following technical requirements necessary to cooperate with the Administrator's System:

- a) Internet access;
- b) Requirements for stationary End devices: (i) browser: Internet Explorer 8 or higher, Firefox version 4 or higher, Google Chrome version 10 or higher, Safari Version 4 or higher, Opera version 10 or higher; (ii) cookies mechanism enabled and javascript;
- c) Requirements for mobile End devices: (i) Android version 2.0 or higher; iOS or Windows Phone; (ii) a properly functioning mobile browser with support for javascript, cookies mechanism and css / html mechanisms;
- d) Correct use of any of the aforementioned applications requires adherence to minimum hardware requirements recommended by the manufacturer of the application;
- e) Using certain Functionalities requires a properly functioning mailbox (e-mail address);
- f) Using the ad blocking mechanisms may cause a malfunction of the Website or can completely prevent its use;

Content - any content posted on the Website, including information, ideas, opinions, photographs, audiovisual works or other messages, transmissions, materials and data, models, analyses, solutions, statistics, tables, agendas, action scenarios or statements;

Consent - a statement of intent declaring consent (not: alleged or implied by the statement of will of other content) to the processing of Data of the person submitting the statement (for the purpose and in the scope indicated in the Privacy Policy);

Malicious code - means a computer program or computer code, damaging or otherwise adversely affecting computer systems (including System or its components), software (including Software or Application), computer networks (including System or its components or End devices) or data (including Data);

Marks - all proprietary information relating to the Website and all copyright protected or otherwise legally protected parts of the Website - excluding the Content not derived from the Administrator or entities linked to the Administrator under relevant contracts concerning the Rights;

TERMS OF SERVICE

1. Acceptance of the Terms and Conditions is a prerequisite for conclusion of the Agreement.
2. Some of the Services or Functionalities provided within the Website may be subject to Additional conditions. While using such Services or Functionalities, the user must adhere to the Additional conditions and Terms and Conditions. In the case of inconsistencies between the Terms and Conditions and the Additional conditions, the provisions of Additional conditions shall prevail.
3. Unless specifically stated otherwise, any: new features within the Website, Services or Functionalities are subject to the Terms and Conditions.
4. Both Terms and Conditions and the Additional conditions governing certain Services or Functionalities (in relation to such Services or Functionalities) are available free of charge before the conclusion of the Agreement in a way that makes it possible to: (i) store and reproduce them in the normal course of operations; (ii) acquire, reproduce and preserve their content using a System that meets the Technical requirements.
5. The Administrator or the competent Partner provides User access to current information about: (i) the specific risks linked to the use of Services provided, (ii) the function and purpose of the Software or data not being a component of the content of the Service, introduced by the Administrator or Partners to the System used by the User.
6. Before the introduction of information, or gaining access to information already stored in the End device of a User, the Administrator or the competent Partner informs the User in a clear, easy and understandable manner , of: (i) the purpose of storing and accessing this information; (ii) the ability to determine the terms of storing or accessing this information by the User through the settings of software installed in End device or configuration of the Service used by the User.

RULES OF PROCEDURE

1. Each user is required to use the Website, Application, Services or Functionalities in accordance with their intended purpose, the Agreement, the Terms and Conditions, any Additional conditions, the generally applicable provisions of law, public order and morality.
2. In particular, it is forbidden to: use the Website or Application using Malicious code; copy, damage, decompile, or act in any other way with regards to the Website which would go beyond the mere use of the Website.

ACCESS AND CONTENT

1. The Website includes a combination of Contents derived from: Administrator, Registered Users or Partners, where the Administrator does not initiate the transmission of data making up or being an element of the Content unmarked clearly as Content derived from the Administrator, does not select the recipient of the transmission of such data and does not choose or modify the information contained in such transmission.
2. Users are strictly prohibited from providing illegal content.
3. Users represent and warrant that they will each time be entitled to the necessary Rights to the content making up or being an element of the Content placed by them on the Website – in the fields of exploitation necessary for the functioning of such content on the Website in accordance to the law of the Territory and the respective effective awarding the License.
4. Users are responsible for all Content and other materials (in whatever form or nature) sent, transmitted or made available by Users through the Website. For the avoidance of doubt, it is absolutely prohibited to place on the Website any Content that contains Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, religious affiliation, party or trade union membership, as well as data concerning health, genetic code, addictions or sexual life, or data relating to convictions, decisions on penalty and fines, and other decisions issued in court or administrative proceedings - unless there is one of the cases referred to in Art. 27 paragraph 2 of the Act of 29 August 1997 on the protection of personal data.
5. The Administrator is authorized to check data transmitted, stored or accessed through the Website making up or being an element of the Content unmarked clearly as Content derived from the Administrator.
6. Administrator enforces the Terms and Conditions, so if it finds that any content making up of being part of the Content infringe or may infringe the Terms and Conditions, it shall be entitled, without limiting any other rights which it may have, notifying the User, to: a) modify, reject or remove the Content or parts thereof; b) suspend the right of the User to use the Service; c) use any technical, legal, operational or other means available to the Administrator to enforce the provisions of the Terms and Conditions.
7. Users are aware of the fact that access to the Content, Application, Services or Functionalities may vary depending on the status of User, fees paid by them (to the Administrator, Partners or third parties), availability of services provided by Partners or expression and non-withdrawal of Consent.
8. Access to the Website, Content, Services or Functionalities is impossible without the compliance of the End devices of the user with Technical requirements.
9. Users further accept the fact that the Administrator does not guarantee: (i) the compatibility of Functionalities with other applications or websites; (ii) the simultaneous availability of all Functionalities.
10. The User should be aware that some Services or Functionalities - in part or in whole - may be provided by Partners, of which the User will be informed further before deciding to take advantage of this Functionality or Service. The Administrator is not a party to such obligation relationships.

11. The Administrator is also not a party to obligation relationships arising in connection with services or marketing campaigns offered by the Partners through the Website.
12. The User should be aware that: a) the Administrator may store Data or other information relating to User's End devices in the form of cookies or logs, the use of which is related to the functioning of the Website; b) limiting or prohibiting the appearance of cookies in User's End devices may have a negative effect on the use of the Website; c) the Administrator may store or share Data, if required by law or if it is necessary for the purposes of legal action; execution of the Agreement or reply to notification of violations, referred to below;

COMPLAINTS

1. Registered Users can submit Complaints concerning non-performance or improper performance of the Services.
2. The Complaint may be submitted to Customer Service: in writing or electronically, unless precluded by technical possibilities.
3. The Complaint should include: (a) User name and e-mail address assigned to their account; (b) the subject of the Complaint, and the claimed period; (c) the circumstances justifying the Complaint, and attached all documents and information to prove the legitimacy of complaint claims; (d) the date of conclusion of the Agreement; (e) subject to the relevant provisions of the Terms and Conditions, the amount of compensation or other receivables - if the Registered User requests their payment; (f) the bank account number or address for the payment of damages or other claims or request for their crediting against future payments - if the Registered User requests payment of damages or other claims; (g) the signature of a Registered User or their representative - in the case of a Complaint filed in writing.
4. In case the complaint filed does not meet the conditions set out in paragraph 3 above, the Administrator, if it considers that it is necessary for the proper consideration of the Complaint, calls a Registered User to supplement the Complaint, defining the term, not less than seven days, and the scope of this supplement.
5. The Administrator shall respond to the Complaint electronically within 30 days of its submission. The reply to the Complaint should include: (a) the name of the Administrator's unit investigating the Complaint; (b) the reference to the basis of the decision; (c) the decision to grant or refuse recognition of the Complaint; (d) for the award of compensation – establishment of the amount and timing of its payment; (e) for the reimbursement of another payment due - establishment of the amount and timing of its return; (f) instruction on the exhaustion of the complaint procedure; (g) the factual and legal grounds - in case of refusal to recognize the Complaint in whole or in part.

COPYRIGHT

1. The Administrator or Partner are entitled to the Marks. The Marks are protected, without limitation, in accordance with the laws of the Territory. Any unauthorized use of the Marks shall expose Users to civil or criminal liability.
2. Users should access the Website or Application only directly through the interface provided by the Administrator in order to use the Website, Application or Functionality.

3. The User must place the Content on the Website, as well as download Content from the Website, only by using the Account and in accordance with the provisions of the Terms and Conditions and the applicable Additional conditions.
4. The User acknowledges and agrees that by posting the Content within the Website, the User: (i) consents to the exercise by the Administrator of derivative copyright; (ii) grants to the Administrator the License in the following fields of use (in whole or in part): to use, reproduce, modify, customize, publish, translate, distribute, perform - regardless of the form and for all the content making up or being an element of the Content derived from the User or introduced to the Website using the Account.
5. The License is a non-exclusive license, unlimited as to territory, royalty-free, and subject to sublicensing (subject to acceptance of its conditions). The License is granted for the Licence Period. License Period shall be extended cyclically for Extended License Period, counted from the date of expiry of the previous license period. User has the right to terminate the license effective at the end of each license period (including Extended License Period), by notice filed in the last month of the license period (including Extended License Period). For the avoidance of doubt, by using the Website, the User accepts and acknowledges that after initial acceptance of the Terms and Conditions (when setting up the Account) or accepting changes thereto, effectively giving License under the conditions described herein, does not require the User to take any additional action or articulate any additional declarations of intent.
6. The User is aware and accepts that copyright aspects of their use of the specific Content, non-originating from the User, including within the framework of Functionalities, may be subject to appropriate Additional conditions, thereby departing from the principles specified in the Terms and Conditions.

CHARGES

1. Use of the Website is paid.
2. User registration on the Website is free of charge.
3. The use of some Services or Functionalities, in particular through the Application, may require Users to pay a fee in order to access or use of such Services or Functionalities in accordance with the Additional Conditions (also containing price list, specifying the appropriate fees) relating to such Services or Functionalities.
4. The Administrator reserves the right to block the Account or exclude certain Services, including Functionalities, in the case of untimely fees for the use of the Website.
5. Any commercial transactions using the Website, will be held in accordance with the Terms and Conditions and the relevant Additional Conditions.
6. Settlement of transactions by credit card or e-transfer is carried out through the PayU Payment Centre.

REGISTRATION

1. The ability to: a) place Content on the Website or b) use certain Services or Functionalities, as well as the Application, is available only after setting an Account and providing necessary

information in accordance with the facts. Users, once the Account is set up, obtain the status of Registered Users.

2. To set up the Account, User must complete a registration form by specifying: a) their User name; b) a password; c) e-mail address.
3. By using the Website, User represents and warrants that (respectively): a) they are an adult and have not been incapacitated in any respect; b) are over 13 years old and have approval from their legal representative to make valid legal transactions using the Website; c) they are fully authorized to represent the entity on whose behalf the Account is set up, and their right has not expired, has not been repealed or otherwise restricted.
4. Administrator reserves the right to block or remove Accounts, where the Administrator becomes aware that the Registered User cannot carry out valid legal actions with the use of the Website or the User violates the rights of Administrator, other Users, Partners or any third party.
5. The Account cannot be traded. Each entity (as one and the same User) can have only one Account.
6. Users have the right to delete their Accounts at any time.
7. When setting up an Account, User is provided with the current wording of the Terms and Conditions and Privacy Policy, acceptance of which is a prerequisite for Account activation and use of the Website and Application as a Registered User.

NOTIFICATION OF VIOLATIONS

1. If anyone believes that any of their rights was violated within the framework or with the use of the Website or Application, they should notify the Administrator of this fact - using the Customer Service.
2. To facilitate Administrator's response to any violation, the Administrator recommends that a notification defined above meets the following criteria: (a) precise designation of a person whose rights have been violated; (b) a detailed description of the Content or the equivalents of Marks violating the above rights along with relevant documents; (c) a detailed description of the place on the Website, where there is an infringement (including attaching screenshots of the Website); (d) the contact details of the notifying party; (e) a statement of the notifying party that the information given in the notification is of utmost accuracy and factual correctness and are intended to only protect the violated rights, and not to harm the Website, the Administrator or entity accused of violation in any way as well as that the notifying party is an entity entitled to the violated rights or is acting on behalf and for the benefit of such an entity (including attaching properly drafted power of attorney).

WITHDRAWAL FROM THE AGREEMENT

1. Consumer may, within 14 days from the date of the agreement withdraw from the agreement without giving any reason and at no cost. To comply with this deadline, it is enough to send a statement before its expiry. In the case of a contract for the supply of digital content which is not

stored on a tangible medium, the right of withdrawal is not granted if the performance has begun with the express consent of the consumer before the deadline of withdrawal from the contract and after being informed by the entrepreneur about the loss of the right of withdrawal from the contract.

2. The Administrator may terminate the Agreement with immediate effect if the User: (a) acts to the detriment of the Administrator or any other User; (b) violates the provisions of the Terms and Conditions or the Agreement; (c) uses the Services for illegal activities; (d) takes action to gain access to the Content of other Users or infringes the security of the Website; (e) is in arrears in making payments for the period of performance of the Services and did not do so after having been called to settle the payment by the prescribed deadline by which such a payment should be made.

FINAL PROVISIONS

1. This document, as well as documents referenced herein, are subject to the laws of the Territory.
2. If Users decide to use the Website or Application from a location other than the Territory, the Users are also responsible for compliance with the laws of the place where they gain access to the Website or Application.
3. If any provision of the Terms and Conditions is held invalid, the remaining provisions shall remain in force and continue to be binding.
4. The Agreement is concluded in Polish.