TERMS OF SERVICE

PART ONE

INTERNET STORE REGULATIONS

§1 GENERAL PROVISIONS

- These Terms of Service outline the general conditions, rules, and manner of providing services electronically and placing Orders through the website <u>https://agvo.pl</u> (hereinafter referred to as the "Website").
- 2. The Website is informational and service-oriented. Through it, Users can purchase entertainment and training services related to shooting and firearm handling, which are provided by the Service Provider outside the Website. As part of the informational section of the Website, Users can familiarize themselves with the scope of services provided by the Service Provider, information related to the shooting industry, and the operation of the shooting range run by the Service Provider.
- The Website is operated by AGVO sp. z o.o., ul. Puławska 561, 02-844 Warsaw, registered in the Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register under number KRS 0000297277, NIP: 5213477970, share capital: 50,000.00 PLN (hereinafter referred to as the "Service Provider").
- 4. Contact with the Service Provider can be made via email: biuro@agvo.pl or by phone: +48 22 499 63 58.

§2 DEFINITIONS

The terms used in this document have the following meanings:

- User A natural person with full legal capacity, a natural person conducting business, a legal person, or an organizational unit without legal personality, who may use the Services available on the Website.
- **Consumer** A consumer as defined in Article 221 of the Civil Code. According to the statutory definition: a Consumer is considered to be a natural person performing a legal act with an entrepreneur not directly related to their business or professional activity.
- Natural Person Running a Sole Proprietorship Making a Non-Professional Purchase A
 natural person entering into a Distance Sale Agreement directly related to their business
 activity, where the content of the agreement indicates that it does not have a professional
 nature for that person, particularly based on the subject of their business activity disclosed
 under the provisions of the Central Registration and Information on Business, who has the
 right to: withdraw from the agreement under the rules granted to Consumers, apply the
 provisions on prohibited clauses used in contract templates, and those concerning liability for
 defects in sold goods.

- Entrepreneur A User who is an entrepreneur within the meaning of Article 431 of the Civil Code.
- **Services** Services provided by the Service Provider to Users electronically, within the meaning of the Act of 18 July 2002 on the provision of services by electronic means.
- Service Agreement/Agreement An agreement for the provision of services by electronic means within the meaning of the Act on the provision of services by electronic means, concluded on the Website between the Service Provider and the User.
- **Shooting Range** A place for practicing shooting skills with firearms, prepared in a manner that ensures the safety of persons present, operated by the Service Provider.
- Voucher A document prepared in electronic form that entitles the holder to shoot firearms available at the Shooting Range. The types of firearms available for shooting under the Voucher depend on the option chosen by the User. Information on the scope of Vouchers is presented on the Website.
- **Regulations** These Terms of Service.
- Service Provider AGVO sp. z o.o., ul. Puławska 561, 02-844 Warsaw, registered in the Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register under number KRS 0000297277, NIP: 5213477970, share capital: 50,000.00 PLN.
- **Order** A User's declaration of intent directly aimed at concluding a Service Agreement or purchasing a Voucher.

§3 SERVICES

- 1. The provision of Services takes place under the terms set forth in this document.
- 2. The Service Provider allows Users to use paid Services via the Website, including providing an interactive form for ordering Vouchers.

§4 PLACING AN ORDER

- The Service Provider allows Users to place Orders for paid services presented on the Website, where the place of service provision is the Service Provider's Shooting Range or another location indicated by the Service Provider on the Website or a location individually agreed upon with the Service Provider. Detailed information on the scope of a specific service and its cost is presented on the Website.
- 2. Information about the possibility of ordering a Voucher constitutes an invitation to conclude an Agreement within the meaning of Article 71 of the Civil Code.
- 3. A condition for placing an Order is having an active email account.
- 4. To order the selected Voucher, the User, after selecting the desired Service, fills out the order form fields. The Order is placed with the Service Provider by the User electronically and constitutes an offer to conclude the Agreement that is the subject of the Order. The offer

submitted electronically binds the User if the Service Provider sends a confirmation of acceptance of the Order to the email address provided by the User, which constitutes a declaration of the Service Provider's acceptance of the User's offer, and the Agreement is concluded upon receipt of this declaration by the User.

- 5. After concluding the Agreement, the Service Provider confirms its terms to the User by sending them to the User's email address.
- 6. The Service Provider reserves the right to refuse to fulfill an Order without giving reasons to Users who are not Consumers.
- 7. The Service Provider presents on the Website information about the prices of individual services, which are provided in Polish zlotys and include all components, including VAT and other fees.
- 8. In the case of ordering a service, a PDF document authorizing the use of the Service is delivered via email to the email address provided by the User when placing the Order.
- 9. The User may choose the following payment methods: a. Electronic payment/BLIK, b. Payment by credit card.
- 10. In case of cancellation of the ordered service by the User, the amount paid by the User for the Voucher will not be refunded.

§5 COMPLAINTS REGARDING SERVICES PROVIDED ELECTRONICALLY

- 1. The User may submit complaints regarding the Services provided via the Website, particularly in case of their non-performance or improper performance.
- 2. Complaints can be submitted in writing to AGVO sp. z o.o., ul. Puławska 561, 02-844 Warsaw.
- 3. The complaint should include the User's name, correspondence address, and the type and description of the problem.
- 4. The Service Provider is obligated to respond to the complaint within 30 days from its receipt or, if that is not possible, to inform the User when the complaint will be reviewed.

PART TWO

VOUCHER USAGE REGULATIONS

§1 GENERAL RULES

- 1. These Regulations define the rules for the sale and use of Vouchers.
- The issuer of the Vouchers is AGVO sp. z o.o., ul. Puławska 561, 02-844 Warsaw, registered in the Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register under number KRS 0000297277, NIP: 5213477970.
- 3. The Buyer is a natural or legal person purchasing the Voucher.

- 4. Each Voucher has its unique identification number.
- 5. All Vouchers are recorded by the Issuer.
- 6. Vouchers are not exchangeable for cash.
- 7. The validity period is indicated on the Voucher. The Voucher's validity date cannot be extended. Vouchers may include restrictions on availability, particularly concerning the use of Vouchers during: so-called "long weekends," Christmas, New Year's Eve, New Year's Day, and Easter holidays. A long weekend is defined as a weekend when the day immediately adjacent to Saturday and Sunday is also a public holiday.
- 8. By receiving the Voucher, the Buyer declares that they have read, fully accept, and agree to abide by the Regulations.
- 9. Vouchers can be purchased from the Issuer at ul. Puławska 561, 02-844 Warsaw, or through the website https://agvo.pl.

§2 USAGE RULES

- 1. The Voucher can only be redeemed at the Issuer's location at ul. Puławska 561, 02-844 Warsaw.
- 2. The Issuer is not responsible for the loss or damage of the Voucher from the date it was handed over to the Buyer.
- 3. The Buyer of the Voucher must make a prior reservation for the service at least 7 days in advance. The service will be performed by the Issuer only after the Voucher is presented or the Voucher number is provided.
- 4. The Buyer is not entitled to a refund for the remaining amount if the full value of the Voucher is not used, nor is a refund for the entire unused Voucher after its expiration date.
- 5. If the price for the service exceeds the value of the Voucher, the Buyer or holder of the Voucher is obliged to pay the difference.
- 6. The Issuer has the right to refuse to redeem the Voucher in the following cases:
 - The Voucher has expired,
 - The Voucher is damaged, making it impossible to read the unique identification number,
 - \circ A prior reservation has not been made in accordance with section 3.
- 7. Each Voucher contains information about the type of firearm and the amount of ammunition the User can use, as well as the period within which the Voucher can be used. The types of firearms and the amount of ammunition may vary depending on the type of Voucher selected by the User.
- 8. To place an order, the User selects the Voucher of interest.
- 9. The use of ammunition available under the Voucher at the Shooting Range must be scheduled by the User at least 7 days in advance, by calling or emailing the Service Provider.

§3 RESPONSIBILITIES AND OBLIGATIONS OF THE VOUCHER HOLDER

- 1. The Voucher holder is obligated to use the services in accordance with the rules specified in the Regulations and the applicable law.
- 2. The Voucher holder must follow the instructions of the Issuer's staff during the use of the services, especially regarding safety rules at the Shooting Range.
- 3. The Issuer reserves the right to refuse to provide the service to a Voucher holder if the holder is under the influence of alcohol or other intoxicating substances.
- 4. The Issuer is not responsible for any consequences of the Voucher holder's failure to comply with the safety instructions or the instructions given by the Issuer's staff.
- 5. The Issuer has the right to demand compensation from the Voucher holder for any damages caused by the holder's improper behavior during the use of the services, including any damage to the Issuer's property.

§4 FINAL PROVISIONS

- 1. The Voucher holder has no right to transfer the Voucher to another person without the consent of the Issuer.
- 2. Any disputes arising from the use of the services provided by the Issuer and the purchase of Vouchers will be resolved by the competent courts.
- 3. The Issuer reserves the right to change these Regulations. Any changes to the Regulations will be published on the Issuer's website at https://agvo.pl.
- 4. The Voucher holder will be notified of any changes to the Regulations via email, if such contact information has been provided. The changes to the Regulations will take effect on the date specified by the Issuer, which will not be less than 14 days from the date of their publication.
- 5. In matters not covered by these Regulations, the provisions of the Civil Code and other relevant laws shall apply.