myGLS Application TERMS AND CONDITIONS

1. Definitions

1. **E-mail address or addresses** – an e-mail address(es) used by the User to assign it to the Account in the Application;
2. **Application** – software owned by GLS Poland in the form of a mobile application made available free of charge to Service Recipients for use;
3. **Parcel Locker** – a self-service device with compartments, allowing GLS Poland customers to send and receive Parcels;
4. **Password** – a string of characters (digits, lowercase and uppercase letters, special characters) used to authenticate the User in the Application and allowing them to access their Account in the Application;
5. **Consumer** – a natural person performing a legal transaction with the Service Provider that is not directly related to their business or professional activity;
6. **Account -** a set of resources and settings by means of which the User stores their data and uses the available functionalities in the Application;
7. **Login** – a phone number of the User allowing them to authenticate in the Application, create and access the Account;
8. **Sender** – a person who issues the GLS Poland Parcel;
9. **Recipient** – an entity indicated in the shipment confirmation document to whom the Parcel is to be issued at the place of delivery;
10. **Parcel** – items packed in the required or customary manner, ordered by the GLS Poland customer for acceptance, movement and delivery on the basis of the shipment confirmation;
11. **Shipment** – all Parcels accepted by GLS Poland on a given day for transportation from one Sender and delivery to one Recipient;
12. **Terms and Conditions** - these Terms and Conditions; with regard to services supplied by electronic means, the Terms and Conditions constitute the terms and conditions for the provision of services by electronic means within the meaning of Article 8 section 1 item 1 of the Act on Provision of Services by Electronic Means of 18 July 2002 (Polish Journal of Laws of 2024, item 1513, as amended) and set forth the terms and conditions for the provision of Services by the Service Provider to Service Recipients, including the terms and conditions for the use of the Account by the User;
13. **Force Majeure** – circumstances which GLS Poland could not avoid and the consequences of which it could not prevent, in particular: insurrection, revolution, riots, act of sabotage, act of terror, act of war, flood, earthquake, fire, storm, act of public authority, roadblocks, catastrophic precipitation, strike of employees or subcontractors of GLS Poland or GLS group companies;
14. **GLS Point** – a facility operated on behalf of GLS Poland or by a subsidiary of GLS Poland, where the Sender may conclude a service contract or send a Parcel, and the Recipient may receive a Parcel;
15. **Digital Content –** data generated and delivered in digital form;
16. **Service Contract** – contract concluded between the Service Recipient and GLS Poland, the subject of which is the use of the Application and the Services offered within it;
17. **Device** – a mobile electronic device (smartphone, tablet, etc.) via which the Service Recipient accesses the Application;

18. **Service(s)** – any services constituting Application functionalities supplied by electronic means by the Service Provider to Service Recipients under Terms and Conditions, i.e. without the simultaneous presence of the parties (at a distance) by means of data transfer upon the individual request of the Service Recipient, transferred and received by means of electronic processing devices, including digital compression and data retention, which is fully transmitted, received or broadcast through telecommunications network as defined by the Telecommunications Law Act of 12 July 2024 (Polish Journal of Laws of 2024, item 1221);
19. **Digital Service** – a service that allows the Consumer to: a) generate, process, store or access digital data, b) share digital data that has been transmitted or generated by the Consumer or other users of this service, c) other forms of interaction through digital data;
20. **Service Recipient** – natural person, using the Services provided by the Service Provider, who is a party to the Service Contract;
21. **Service Provider or GLS Poland** – General Logistics Systems Poland spółka z ograniczoną odpowiedzialnością with its registered seat in Głuchów (62-052 Komorniki), at ul. Tęczowa 10, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under the KRS number: 5009, Tax Identification Number [Numer Identyfikacji Podatkowej, NIP]: 7851561831, National Official Business Register Number [REGON]: 631058749, with a share capital in the amount of: PLN 16,311,638.00 Waste Management Database number: 000134659;
22. **Act on Copyright and Related Rights** – Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Polish Journal of Laws of 2025, item 24);
23. **Act on Provision of Services by Electronic Means** – Act of 18 July 2002 on the Provision of Services by Electronic Means (consolidated text: Polish Journal of Laws of 2024, item 1513);
24. **User** – a Service Recipient who is a natural person and has attained at least 16 years of age, holds an Account and uses the Services provided through the Application.

2. General Provisions

1. These Terms and Conditions constitute the terms and conditions for the provision of services by electronic means within the meaning of Article 8 section 1 item 1 of the Act on Provision of Services by Electronic Means of 18 July 2002 and set forth the terms and conditions for the provision of Services by the Service Provider to Service Recipients within the Application;
2. These Terms and Conditions specify:
    a. types and scope of Services;
    b. rules governing the provision of Services;
    c. rules governing the conclusion and termination of a contract on the provision of Services Supplied by Electronic Means;
    d. the complaint procedure regarding the electronic provision of services.
3. Information relating to the processing of personal data for the purpose of providing the Application Services can be found in the Privacy Policy available in .pdf format at: https://gls-group.com/PL/en/meet-mygls and for Users in the panel Account – Others: "Privacy Policy".
4. The Service Recipient shall read the Terms and Conditions before concluding the Service Contract.
5. The conclusion of the Service Contract shall not involve fees on the part of the Service Recipient for the Service Provider.

6. The Service Recipient shall comply with the provisions of these Terms and Conditions. In particular, it is prohibited for the Service Recipient to provide content of an unlawful or misleading nature, as well as to take actions that may cause interference with or damage to the Service Provider's IT systems.
7. The use of the Services shall not imply the acquisition by the Service Recipient of any rights to such content, including copyrights within the meaning of the Act on Copyright and Related Rights as to the content being copyrighted works within its meaning.
8. All information, data and materials made available on the Application (including, without limitation, names, logos, as well as color scheme and page layout) and all other intellectual property rights related to the content of the websites are protected by copyrights, trademark rights or other intellectual property rights.
9. The rules of sending or receiving Parcels in connection with which GLS Poland provides Services in the Application are defined in the GLS Poland Terms and Conditions for GLS Points and parcel lockers available at: https://gls-group.com/PL/en/gtc.

3. Types and scope of Services provided

1. As part of using the Application, the User may, in particular, make use of the following Services:
   a. Obtaining information on Parcels and Shipments, including their current status and status history,
   b. Registering an Account in the Application using a phone number,
   c. Assigning the E-mail Address to the phone number of the User,
   d. Obtaining information about Parcels and Shipments assigned to the phone number/E-mail Address of the User in terms of:
      i. their current status and history of status changes,
      ii. Parcel number,
      iii. delivery manner,
      iv. receipt code,
      v. amount due (if applicable to the particular Shipment/Parcel),
      vi. number of Parcels (if applicable to a Shipment consisting of more than one Parcel)
      vii. data of the collection point in case of delivery of a parcel to a Quick Parcel point or Parcel Locker,
      viii. Sender data,
      ix. Recipient data,
      x. additional information (such as available services, Track ID, reference number).
   e. Preview of the map of GLS Points and Parcel Lockers,
   f. Collecting the Parcel from the Parcel Locker by scanning the QR code provided in the Application at the Parcel Locker,
   g. Collecting the Parcel from a Parcel Locker by remotely opening the Parcel Locker without the need to provide the Parcel collection code.
   h. Tracking the delivery of the Parcel in real time, including the current location of GLS Poland's Courier and the exact estimated time of delivery.
   i. Sharing Parcel data by the User with another User to enable them to collect the Parcel and manage the Parcel within the scope permitted by the Application,
   j. Redirecting Parcel delivery using the FlexDeliveryService (FDS) additional service and using alternative delivery options, including to a Parcel Locker or a GLS Point.
   k. Dispatch of a Parcel using the Application.

4. Technical requirements

1. The technical requirements necessary to use the Application are as follows:
   a. Operating Systems:
      i. Android: version 11.0 (API level 29) or later,
      ii. iOS: version 16.0 or later
   b. Hardware requirements:
      i. Android:
         - minimum amount of RAM: 2 GB,
         - recommended amount of RAM: 4 GB or more,
         - free disk space: at least 100 MB,
         - processor: 64-bit ARM or x86 processor,
         - required Google Play Services
      ii. iOS:
         - compatible devices: iPhone 6s and newer,
         - iPad: iPad Air 2 and newer models,
         - free disk space: at least 100 MB,
         - processor: 64-bit ARM processor
      iii. Additional requirements:
         - active Internet connection (Wi-Fi or mobile data),
         - the latest operating system updates installed,
         - granting the Application the required permissions, including location services to ensure the proper functioning of certain Services.

5. Rules for using the Application

1. The Application shall be used by Service Recipients who meet the requirements described in the Terms and Conditions, have Internet access, a telephone number registered in a Polish mobile operator's network and also an active E-mail Address or E-mail Addresses, if they choose to assign it (them) to the Account.
2. The Service Recipient shall, with regard to the use of the Application, refrain from carrying out any unlawful activities, which are understood to include, but not be limited to:
   a. interfering with the Application software;
   b. using the Application directly or indirectly for an unlawful purpose that is contrary to the law, the Terms and Conditions or good morals;
   c. using the Application in a manner that violates the rights of GLS Poland or third parties;
   d. using the Application with software other than the software provided by GLS Poland;
   e. supplying data of an unlawful nature to the Application, as well as data causing, for example, system dysfunction or violating the law, the Terms and Conditions or good morals;
   f. copying, distributing, reproducing, sharing and using the Application, including by incorporating it into other Applications or websites;
   g. using the Application via robots or other automated software.
3. In case of suspicion that the Service Recipient is engaging in the activities described in section 2 above, the Service Provider shall have the right to suspend the Service Recipient's ability to use the Services and take investigative actions. The Service Provider reserves the right to discontinue the provision of Services to the Service Recipient if it confirms the actions described in section 2 above.

4. The User shall not transfer the Application Login and Password to other persons. Transferring this information may lead to the disclosure of the User data to unauthorized persons for which GLS Poland shall not be responsible.
5. The Service Recipient shall carry out the necessary updates to the Application, in accordance with the recommendations of GLS Poland in this regard appearing in the Application in the form of messages containing information about the need to carry out an update of the Application, together with a button allowing to carry it out on the Service Recipient's Device.
6. Failure to perform the update by the indicated deadline may result in malfunctions of the Application, for which GLS Poland shall not be responsible.
7. By entering personal data of third parties (Recipients) into the Application, including the address book or Parcel dispatch form, the User represents and warrants that such data is accurate and up to date and that the Logged-In User is authorised to disclose such data to GLS Poland for the purpose of dispatching and delivering the Parcel, including, in particular, that the data has been obtained in accordance with applicable law.
8. Upon entry of the Recipient's data into the Application, GLS Poland becomes the controller of such data and processes it in accordance with the Privacy Policy. GLS Poland shall also fulfil its information obligation towards the Recipient pursuant to Article 14 of the GDPR during the first communication addressed to the Recipient. Where a Parcel is sent to another Member State of the European Union, the Recipient's data are made available to the GLS Group company responsible for delivery in the country of destination, which communicates with the Recipient and processes the Recipient's data as a separate data controller.
9. GLS Poland shall not be liable for any consequences arising from the User's provision of Recipient data that is false, outdated or obtained unlawfully, including any misdelivery of a Parcel resulting therefrom.

6. Account Registration

1. The use of the functionalities of the Application described in the Terms and Conditions by the User, referred to in § 3, item 1 shall only be possible after creating an Account in the Application.
2. In order to create an Account, it is required to register it, verify it to activate the Account, and accept the current version of the Terms and Conditions and Privacy Policy.
3. Account registration is performed using the Application via the registration form provided therein. Verification of Account registration involves sending an SMS message with a 6-digit code to the phone number provided; the code must then be entered in the Application or will be automatically completed if prior consent for such action has been granted. After entering the code, the Account is activated, allowing for establishing the first Password. If the User does not enter the SMS code in the Application immediately after receiving it within the validity period of this code (2 minutes from delivery to the Device), the Account will not be activated and the User will need to re-initiate the process described above in order to activate it.
4. The User shall provide a real telephone number to which they have access in the course of registration. If the User provides a phone number that does not exist or a phone number to which the User does not have access, the Account will not be activated and the registration will fail.
5. The first Password shall be created by typing it twice in the fields indicated in the form.
6. The first Password as well as each subsequent Password set in the Application by the User must have at least eight characters and consist of at least one lowercase letter, one uppercase letter, one digit and one special character.

7. Successful registration of an Account in the Application shall be confirmed by a relevant message visible in the Application confirming this fact.
8. At the moment of effective creation of an Account in the Application, a Service Contract shall be concluded between GLS Poland and the User the subject of which is the use of the Account and other functionalities described in § 3, item 1 of the Terms and Conditions.
9. Each User may register and have only one Account in the Application. It is impossible and prohibited to create several Accounts using the same phone number.

7. Use of the Account by the User

1. Logging in to the Application shall be performed by entering the Login (phone number) and Password created during registration in accordance with the point 6 of the Terms and Conditions.
2. The User may change the Password from the level of their Account in the Application as well as set a new Password if they have forgotten the previously used Password. The Password shall be changed by entering the existing Password and then entering the new Password twice.
3. If the User forgets the Password previously used in the Application, they can select the "Forgot Password" option on the Application login screen, which will initiate the Password reset process. In order to reset the Password, the User shall provide the Login to the Application, enter the verification SMS code sent to their phone number (the SMS code may be automatically completed if prior consent for such action has been granted) and create a new Password by entering it twice in the required fields of the form.
4. The User may run the Application on more than one Device for the same Account. The User can view in the Application all the Devices that are currently using it. If the User is logged out of the Application on one of the Devices, they shall automatically be logged out of other Devices as well.
5. In order to extend the possibility of viewing Parcels and Shipments in the Application by the User, they may additionally provide one or more E-mail Addresses in the Application to associate it (them) with the Account. This allows for reviewing information concerning Parcels/Shipments for which GLS Poland does not have the provided phone number of the User.
6. To associate an E-mail Address with the Account, it is necessary each time to enter it in the appropriate form field and then enter in the Application the 6-digit code sent to the E-mail Address to be assigned to the Account.
7. The User may associate more than one E-mail Address with the Account in the manner described in point 6 above. The User may manage associated E-mail Addresses from the Account level, including modifying, deleting, and adding them. GLS Poland reserves the right to set an upper limit on the number of E-mail Addresses that may be associated with the Account in the Application.
8. The User cannot change the Application Login; it is only possible to create a new Account using a different phone number.
9. Registration and use of the Account by the User is free of charge.
10. All Application access data shall be treated as confidential and shall not be shared with unauthorized persons.
11. The Agreement for the provision of the Account and other functionalities of the Application shall terminate upon deletion of the Account by the User, either of which may occur at any time during the use of the Application.
12. The User can delete the Account by pressing the "Delete Account" button, available in the Application. In order to confirm the deletion of the Account, the User shall be required to enter the current Account Password in the Application and then to confirm the message with information about automatic logout from the Application.

13. Deletion of the Account causes the User to lose access to the data stored within the Account. After re-registration of the Account in the manner described in the Terms and Conditions to the same phone number, the User shall only have access to data and information regarding Parcels and Shipments delivered after the date of re-registration.

7 [1] Dispatch of Parcels via the Application

1. The User may dispatch Parcels using the Application.
2. Dispatch of Parcels using the Application is available through an APM or a GLS Point.
3. When dispatching a Parcel, the User is required to provide true, complete and accurate Sender and Recipient data required by the Application for the purpose of processing the dispatch and generating billing documents, including, in particular, the Sender's and Recipient's 9-digit telephone numbers. GLS Poland shall not be liable for the provision of incorrect or incomplete data.
4. The Application enables the dispatch of a Parcel:
   a) by using an address label generated for self-printing and affixing to the Parcel; or
   b) by using a parcel number generated in the Application, which must be correctly and legibly marked on the Parcel and subsequently entered at an APM or a GLS Point.
5. The User shall be obliged to protect the address label and the data contained therein, as well as the parcel number, against access by unauthorised third parties. GLS Poland shall not be liable for the inability to perform the courier service where such inability results from the use of the address label or parcel number by a third party.
6. Payment for a courier service purchased through the Application shall be made in accordance with the price list available in the Application.
7. Payment for the courier service shall be made in advance during the dispatch of the relevant Parcel. The User may make payment using BLIK, a payment card, an online bank transfer, Apple Pay or Google Pay. Payment shall be processed through a payment service provider with whom GLS Poland has entered into an appropriate agreement.
8. Any claims arising from the non-performance or improper performance of the payment service for sending a Parcel should be submitted by the User to GLS Poland in accordance with the complaint procedure set out in Section 9 of these Terms and Conditions.
9. The agreement for the provision of the courier service shall be concluded when the User places an order with an obligation to pay through the Application and successfully completes payment for the service. Successful payment is a prerequisite for generating an address label or a parcel number.
10. A courier service agreement concluded with a Consumer through the Application constitutes a distance contract within the meaning of the Act of 30 May 2014 on Consumer Rights. Accordingly, the Consumer may withdraw from the agreement within 14 days of its conclusion unless GLS Poland has fully performed the service with the Consumer's prior express consent and the Consumer was informed before performance commenced that, upon full performance of the service by GLS Poland, the Consumer would lose the right to withdraw from the agreement and acknowledged this fact.
11. GLS Poland shall provide the User with confirmation of the conclusion of the courier service agreement by e-mail.
12. In order to withdraw from the courier service agreement, a Consumer must submit an express declaration to GLS Poland either by post or by e-mail to gls@gls-poland.com. For this purpose, the Consumer may, among other options, use the model withdrawal form attached as Appendix 1 to these Terms and Conditions.

13. The courier services referred to in this Section are provided by GLS Poland in accordance with the GLS Poland Terms and Conditions for GLS Points and Parcel Lockers available at: https://gls-group.com/PL/pl/regulamin.

8. Responsibility of GLS Poland

1. GLS Poland, as the Service Provider, shall provide Services in an uninterrupted manner but reserves the right to technical interruptions due to the need for maintenance, modernization or servicing activities. The Service Recipient shall not be entitled to any claims against GLS Poland due to the interruptions in providing Services.
2. Service Recipients shall be notified of technical interruptions at least one day prior to the planned technical interruption by sending PUSH notifications from the Application and/or e-mail messages in case the E-mail Address or E-mail Addresses are assigned to the User's Account.
3. The Service Provider shall not be liable for any technical problems related to the malfunctioning of the electronic equipment of the Service recipient or the User, including insufficient parameters of such equipment that prevent the use of the Application, the malfunction of the operating systems required to use the Application and the software other than the Application installed on the Device.
4. The Service Provider shall not be liable for the consequences of the Service Recipient's use of the Application and Services provided therein in a manner that is contrary to the law, the principles of social coexistence or the provisions of the Terms and Conditions.
5. The Service Provider shall not be liable for the risks associated with the Service recipient's use of the Application and the Services available therein. In particular, the Service Provider shall not be liable for damage that is not a consequence of their fault or negligence, as well as for damage where the exclusive cause is an action of the Service Recipient or third parties for which the Service Provider is not responsible.
6. The Service Provider shall not be liable for interruptions in access to the Application resulting from failures or cases of malfunction of data communications systems occurring independently of the Service Provider and over which they have no control.
7. The Service Provider shall not be liable for any false, incorrect or incomplete data provided by the Service Recipient in the course of registering an Account or using the Application.
8. The Service Provider shall not be liable for the consequences of disclosure of the phone number, Login, E-mail Address or E-mail Addresses, or Password by the Service Recipient or for providing access to the Application, Account or Device on which the Application is installed and can be used available to unauthorized persons.
9. The Service Provider shall not be liable for a Force Majeure event.

9. Complaints about Services

1. The Service Recipient shall have the right to file complaints concerning the Services provided by GLS Poland through the Application.
2. Complaints shall be submitted electronically to the dedicated e-mail address: gls@gls-poland.com or in writing (by registered mail) to the address: General Logistics Systems Poland Sp. z o.o., ul. Tęczowa 10, 62-052 Komorniki.
3. The complaint shall include:
    a. first name and surname,
    b. the phone number used to create an Account in the Application,
    c. any E-mail address used in the Application or the e-mail address to which the complaint resolution is to be sent,
    d. indicated reasons for the complaint, including a description of the irregularity/problem in the Application functioning with the date of occurrence.

4. If additional information is necessary to process the complaint, GLS Poland may ask the person submitting the complaint to supplement it.
5. Complaints shall not be related to circumstances for which GLS Poland is not responsible, as well as circumstances related to the activities of entities for whose actions GLS Poland is not responsible.
6. Complaints shall be processed by GLS Poland within 14 calendar days from the date of receipt. The person submitting the complaint shall be notified by e-mail to the e-mail address indicated in the complaint about the manner of processing the complaint.
7. GLS Poland reserves the right not to process complaints not containing the data listed under section 3 and not supplemented by the applicant, or those concerning the circumstances indicated under section 5.
8. The complaint procedure described in this paragraph applies only to Services provided through the Application. All complaints regarding the services of acceptance, movement and delivery of parcels – postal parcels within the meaning of the Postal Law Act of 23 November 2012 and cargo shipments within the meaning of the Transport Law Act of 15 November 1984 or other services provided by GLS Poland shall be processed in accordance with the rules set forth in the relevant Terms and Conditions of GLS Poland.

10. License

1. GLS Poland shall grant to Service Recipients a non-exclusive and time-limited license entitling Service Recipients to use the Application for its intended purpose. The license shall be granted from the time the Application is downloaded to the Device until the time indicated in section 5 below.
2. The license shall include the right of the Service Recipient to reproduce the Application only to the extent necessary for downloading, launching, using and storing it on the Device.
3. The license shall not entitle the Service Recipient to grant further licenses.
4. The Service Recipient shall not modify, decompile, distribute, sell, lease, rent, lend or otherwise market the Application under the granted license. The Service Recipient shall also not bypass, change or remove the security features of the Application.
5. The License shall expire when the Account is deleted.

11. Provisions concerning Consumers

1. Termination of the Contract in the manner described in § 7, item 12 made by the Consumer within 14 days from the date of conclusion of the Contract (installation of the Application or creation of an Account in the Application) shall be treated as a withdrawal by the Consumer from the Contract pursuant to Article 27 section 1 of the Consumer Rights Act, it does not require any reasons and does not involve any costs for the Consumer. In order to withdraw from the Contract, the Consumer may also use the form template, which constitutes **Appendix 1** to the Terms and Conditions.
2. The Consumers' specific rights with respect to Digital Content and Digital Services are described in **Appendix 2** to the Terms and Conditions.
3. None of the provisions of the Terms and Conditions shall be binding on Consumers to the extent that they could violate their rights and deprive them of the protections provided by generally applicable laws.

12. Final Provisions

1. The current version of the Terms and Conditions is available in .pdf format at: https://gls-group.com/PL/en/meet-mygls and for Users in the panel Account – Others – Terms & Conditions: "Regulamin Aplikacji myGLS (myGLS Application Terms and Conditions)".
2. The Service Provider reserves the right to make changes to the provisions of the Terms and Conditions at any time without stating a reason. The Service Provider shall notify all Service Recipients of the change to the Terms and Conditions by PUSH notification from the Application, by SMS or by e-mail, depending on the extent of data provided and consents given by the Service Recipient in question.
3. The effective date of the amendments to the Terms and Conditions shall not be less than 14 days from the date of notification. In case of non-acceptance of the Terms and Conditions, the User shall inform the Service Provider or delete the Account. Failure to accept the new content of the Terms and Conditions shall result in termination of the Service Contract.
4. The governing law for the resolution of all disputes related to the Terms and Conditions shall be Polish law.
5. If any provision of the Terms and Conditions proves to be ineffective or invalid, this shall not affect the validity of the remaining provisions of the Terms and Conditions.
6. Contents of the Terms and Conditions may be recorded by the Service Recipient by printing or copying and saving on a medium.
7. In matters not regulated in these Terms and Conditions, the provisions of the generally applicable Polish law shall apply, including, but not limited to the Civil Code and the Act on Provision of Services by Electronic Means.
8. These Terms and Conditions become effective on November 9, 2026.
9. The appendices constitute an integral part of the Terms and Conditions.
10. Terms written with capital letters that are not defined in section I of these Terms and Conditions shall have the meanings assigned to them in the relevant General Logistics Systems Poland Spółka z o. o. General Terms and Conditions, in which they were defined.

Appendix no. 1 to the Terms and Conditions of myGLS Application

Contract withdrawal form template

CONTRACT WITHDRAWAL FORM TEMPLATE
(this form must be completed and returned only if you wish to withdraw from the contract)

General Logistics Systems Poland spółka z ograniczoną odpowiedzialnością, ul. Tęczowa 10 Głuchowo, 62-052 Komorniki, e-mail address: gls@gls-poland.com

- I/We(*) hereby inform of my/our withdrawal from the contract for the provision of the following service(*)
- Date of entering into the contract)
- Name and surname of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if the form is sent in hard copy)
- Date

(*) Delete as appropriate.

Appendix no. 2 to the Terms and Conditions of myGLS Application

Consumer Rights Regarding Digital Content or Digital Service

§ 1. Delivery of Digital Content or Digital Service

1. The **Service Provider** shall provide the Digital Content or Digital Service to the **Consumer** immediately after the conclusion of the contract, unless otherwise agreed by the parties.
2. The Digital Content shall be deemed delivered when the Digital Content or the means that allows access to the Digital Content or downloading of the Digital Content have been made available to the **Consumer** or to a physical or virtual device that the **Consumer** has independently selected for this purpose, or when the **Consumer** or such device has accessed it.
3. The Digital Service shall be deemed delivered when it has been accessed by the **Consumer** or the physical or virtual device that the **Consumer** has independently selected for this purpose.
4. If the **Service Provider** has failed to deliver the Digital Content or Digital Service, the **Consumer** shall request the **Service Provider** to deliver them. If the **Service Provider**

fails to deliver the Digital Content or Digital Service immediately or within an additional period of time expressly agreed by the parties, the **Consumer** may cancel the contract.

5. The **Consumer** may withdraw from the contract without asking for delivery of the Digital Content or Digital Service if:
    a. it is clear from the **Service Provider**'s statement or circumstances that it will not provide the Digital Content or Digital Service, or
    b. the **Consumer** and the **Service Provider** agreed, or it is clear from the circumstances of the conclusion of the contract, that the specified date of delivery of the Digital Content or Digital Service was of significant importance for the **Consumer**, and the **Service Provider** failed to deliver them within this timeframe.
6. The burden of proof of delivery of the Digital Content or Digital Service shall be on the **Service Provider**.
7. If the **Consumer** withdraws from the contract, the provisions of § 6 shall apply accordingly.
8. The provisions of this paragraph shall not apply if the contract provides for delivery of Digital Content via a tangible medium.

§ 2. Compliance of the Digital Content or Digital Service with the contract

1. The Digital Content or Digital Service shall be in compliance with the contract if, in particular, the following are in compliance with the contract:
    a. description, type, quantity, quality, completeness, functionality, compatibility, interoperability and availability of technical support and updates;
    b. suitability for the specific purpose for which they are needed by the **Consumer**, about which the **Consumer** notified the **Service Provider** at the latest at the time of the conclusion of the contract and which the **Service Provider** accepted.
2. Moreover, in order to be considered in compliance with the contract, the Digital Content or Digital Service shall:
    a. be suitable for the purposes for which the Digital Content or Digital Service of such type is normally used, taking into consideration the applicable laws, technical standards or good practices;
    b. occur in such quantity and have such features, including functionality, compatibility, availability, continuity and security, as are typical of Digital Content or Digital Service of that kind and which the **Consumer** may reasonably expect, taking into account the nature of the Digital Content or Digital Service and the public assurances made by the **Service Provider**, its legal predecessors or persons acting on its behalf, in particular in advertising or on a label, unless the **Service Provider** demonstrates that:
        i. it did not know about the public assurance in question and, using reasonable judgment, could not have known about it,
        ii. prior to the conclusion of the contract, the public assurance was rectified in compliance with the terms and form in which the public assurance was submitted, or in a comparable manner,
        iii. public assurance did not affect the **Consumer**'s decision to enter into the contract;
    c. be delivered with accessories and instructions that the **Consumer** can reasonably expect to receive;
    d. be consistent with the trial version or announcement that were made available to the **Consumer** by the **Service Provider** prior to the conclusion of the contract.

3. The **Service Provider** shall inform the **Consumer** about updates, including security features, necessary for the Digital Content or Digital Service to be in compliance with the contract and provide them to the **Consumer** for a period:
    a. of delivering Digital Content or Digital Service specified in the contract under which delivery is performed on a continuous basis, or
    b. reasonably expected by the **Consumer**, taking into account the type of Digital Content or Digital Service and the purpose for which they are used, as well as the circumstances and nature of the contract, if the contract provides for delivery of the Digital Content or Digital Service at one time or in parts.
4. If the **Consumer** fails to install the updates provided by the **Service Provider** in accordance with § 2 item 3 within a reasonable period of time, the **Service Provider** shall not be liable for the non-compliance of the Digital Content or Digital Service with the contract resulting solely from the lack of updates if:
    a. it informed the Consumer about the update and the consequences of not installing it;
    b. failure to install or improper installation of updates was not due to errors in the installation instructions provided by the **Service Provider.**
5. The **Service Provider** shall not be liable for the non-conformity of the Digital Content or Digital Service with the contract to the extent mentioned under § 2 item 2 or 3, if the **Consumer**, at the latest at the moment of conclusion of the contract, has been expressly informed that a specific feature of the Digital Content or Digital Service deviates from the requirements for conformity with the contract set forth under § 2 item 2 or 3, and has expressly and separately accepted the lack of a specific feature of the Digital Content or Digital Service.
6. If the contract provides for the delivery of Digital Content or Digital Service on a continuous basis, the Digital Content or Digital Service shall remain in compliance with the contract for the period of delivery specified in the contract.
7. The Digital Content or Digital Service shall be delivered in the latest version available at the time of conclusion of the contract, unless otherwise agreed by the parties.

§ 3. Liability of the service provider

1. The **Service Provider** shall be liable for the non-conformity with the contract of the Digital Content or Digital Service delivered at one time or in parts, which existed at the time of their delivery and became apparent within two years from that time. Non-conformity of the Digital Content or Digital Service with the contract, which became apparent before the expiration of one year from the time of delivery of the Digital Content or Digital Service, shall be presumed to have existed at the time of delivery.
2. The **Service Provider** shall not rely on the expiration of the time limit for determining the non-conformity of the Digital Content or Digital Service with the contract specified in § 3 item 1, if it has deceitfully concealed the non-conformity.
3. The **Service Provider** shall be liable for the non-conformity with the contract of the Digital Content or Digital Service delivered on a continuous basis, which occurred or became apparent at the time they were to be delivered under the contract. The non-conformity of the Digital Content or Digital Service with the contract shall be presumed to have occurred during this time, if it became apparent during this time.
4. The **Service Provider** shall be liable for the non-conformity with the contract of the Digital Content or Digital Service to the extent regulated in § 2 item 3, which occurred within the time specified in this provision.
5. The presumptions set forth in § 3 item 1 and 3 shall not apply if:

a. the **Consumer**'s digital environment is not compatible with the technical requirements which the **Service Provider** informed them about in a clear and understandable manner before concluding the contract;
b. the **Consumer**, informed in a clear and understandable manner prior to the conclusion of the contract about the obligation to cooperate with the **Service Provider**, to a reasonable extent and with the least burdensome technical means, in order to determine whether the non-conformity of the Digital Content or Digital Service with the contract in a timely manner is due to the characteristics of the **Consumer**'s digital environment, fails to comply with this obligation.

§ 4. Non-conformity of the Digital Content or Digital Service with the contract

1. If the Digital Content or Digital Service is not in compliance with the contract, the **Consumer** may demand that it be brought into compliance with the contract.
2. The **Service Provider** may refuse to bring the Digital Content or Digital Service into compliance with the contract if bringing the Digital Content or Digital Service into compliance with the contract is impossible or would result in excessive costs for the **Service Provider**.
3. In assessing the excessiveness of costs for the **Service Provider**, all circumstances of the case shall be taken into consideration, in particular the significance of the non-conformity of the Digital Content or Digital Service with the contract and the value of the Digital Content or Digital Service conforming to the contract.
4. The **Service Provider** shall bring the Digital Content or Digital Service into conformity with the contract within a reasonable time from the moment the **Service Provider** is informed by the **Consumer** of the lack of conformity with the contract, and without undue inconvenience to the **Consumer,** taking into consideration their nature and the purpose for which they are used. The cost of bringing the Digital Content or Digital Service into compliance with the contract shall be borne by the **Service Provider**.

§ 5. Statement on price reduction or rescinding the contract

1. If the Digital Content or Digital Service is not in compliance with the contract, the **Consumer** may submit a statement on price reduction or rescinding the contract when:
   a. bringing the Digital Content or Digital Service into compliance with the contract is impossible or requires excessive costs pursuant to § 4 item 2 and 3;
   b. the **Service Provider** has failed to bring the Digital Content or Digital Service into compliance with the contract in accordance with § 4 item 4;
   c. the non-conformity of the Digital Content or Digital Service with the contract continues even though the **Service Provider** has attempted to bring the Digital Content or Digital Service into conformity with the contract;
   d. the non-conformity of the Digital Content or Digital Service with the contract is significant enough as to justify either price reduction or rescinding the contract without first resorting to the remedy set forth in § 4;
   e. it is clear from the **Service Provider**'s statement or circumstances that it will not bring the Digital Content or Digital Service into conformity with the contract within a reasonable time or without undue inconvenience to the **Consumer**.
2. The reduced price shall remain in such proportion as the value of the Digital Content or Digital Service not in compliance with the contract remains to the value of the Digital Content or Digital Service in compliance with the contract. If the contract stipulates that the Digital Content or Digital Service be provided in parts or continuously, the price

reduction shall take into consideration the time during which the Digital Content or Digital Service have been non-compliant with the contract.

3. The **Consumer** shall not withdraw from the contract if the Digital Content or Digital Service is provided in exchange for payment of a price, and the non-conformity of the Digital Content or Digital Service with the contract is insignificant. Non-compliance of the Digital Content or Digital Service with the contract shall be presumed to be significant.

§ 6. Service Provider's obligations

1. Following the withdrawal from the contract, the **Service Provider** shall not use content other than personal data provided or created by the **Consumer** in the course of using the Digital Content or Digital Service provided by the **Service Provider**, except for content that:
    a. is useful only in connection with the Digital Content or Digital Service that was the subject of the contract;
    b. applies only to the **Consumer**'s activities during the use of the Digital Content or Digital Service that was the subject of the contract;
    c. has been linked by the **Service Provider** with other data and cannot be disconnected without excessive difficulty;
    d. was produced by the **Consumer** jointly with other **Consumers**, who can still use it.
2. The **Service Provider** shall make available to the **Consumer**, at the **Consumer**'s request and at its expense, within a reasonable time and in a commonly used machine-readable format, the content produced or provided by the **Consumer** in the course of using the Digital Content or Digital Service, other than personal data, except for the content referred to in § 6 item 1 letters a–c.
3. The **Service Provider** may demand the return of the tangible medium on which it delivered the Digital Content within 14 days from the date of receipt of the **Consumer**'s statement on rescinding the contract. The **Consumer** shall return the medium immediately and at the expense of the **Service Provider**.
4. The **Service Provider** shall not be entitled to demand payment for the time during which the Digital Content or Digital Service was not in compliance with the contract, even if the **Consumer** actually used it before withdrawal from the contract.
5. The **Service Provider** shall refund the price only for the portion corresponding to the Digital Content or Digital Service that does not comply with the contract, and to the Digital Content or Digital Service that the obligation to be provided has been annulled due to withdrawal from the contract.
6. The **Service Provider** shall immediately refund to the **Consumer** the price due as a result of exercising the right of rescinding the contract or price reduction, no later than within 14 days from the date of receipt of the **Consumer**'s statement on rescinding the contract or price reduction.
7. **The Service Provider** shall refund the price using the same method of payment as used by the **Consumer**, unless the **Consumer** has expressly agreed to a different method of refund that does not entail any costs for the **Consumer**.

§ 7. Change of Digital Content or Digital Service

1. The **Service Provider** may make a change to the Digital Content or Digital Service that is not necessary for its compliance with the contract only if the contract so provides and only for good reasons indicated in the contract. However, the **Service Provider** shall not change the Digital Content or Digital Service provided on a one-time basis.

2. Making the change referred to in § 7 item 1 shall not involve any costs on the part of the **Consumer**.
3. The **Service Provider** shall inform the **Consumer** in a clear and understandable manner about the introduced change mentioned under § 7 item 1.

§ 8. Termination of the contract

1. If the change mentioned under § 7 item 1 materially and adversely affects the **Consumer**'s access to or use of the Digital Content or Digital Service, the **Service Provider** shall inform the **Consumer** reasonably in advance on a durable medium about the characteristics and date of the change and the right mentioned under § 8 item 2 or 3.
2. In the case mentioned under § 8 item 1, the **Consumer** may rescind the contract without notice within 30 days from the date of the change mentioned under § 7 item 1, or the notification of this change, if the notification was made later than this change. § 6 shall apply accordingly.
3. The provisions of § 8 item 2 shall not apply if the **Service Provider** has provided the **Consumer** with the right to retain, at no additional cost, the Digital Content or Digital Service in accordance with the contract, in an unaltered state.

§ 9. Rules for the use of content

1. In the case of rescinding the contract for the provision of Digital Content or Digital Service, the **Service Provider**, starting from the date of receipt of the **Consumer**'s statement on rescinding the contract, may not use any content other than personal data provided or created by the **Consumer** during the use of Digital Content or Digital Service provided by the **Service Provider**, except for content that:
    a. is useful only in connection with the Digital Content or Digital Service that was the subject of the contract;
    b. applies only to the **Consumer**'s activities during the use of Digital Content or Digital Service provided by the **Service Provider**;
    c. has been linked by the **Service Provider** with other data and cannot be separated from it or can be separated only with disproportionate efforts;
    d. was produced by the **Consumer** jointly with other **Consumers**, who can still use it.
2. Except for the cases mentioned under item 1 letters a–c, the **Service Provider** shall, upon the **Consumer**'s request, make available to the **Consumer** the content other than personal data that was provided or created by the **Consumer** in the course of using the Digital Content or Digital Service provided by the **Service Provider**.
3. The **Consumer** shall have the right to recover the Digital Content from the **Service Provider** free of charge, without hindrance from the **Service Provider**, within a reasonable time and in a commonly used machine-readable format.
4. In the event of rescinding the contract, the **Service Provider** may prevent the **Consumer** from further use of the Digital Content or Digital Service, in particular by preventing the **Consumer** from accessing the Digital Content or Digital Service or by blocking the user account. This provision shall not affect the rights of the **Consumer** mentioned under § 9 item 2.