

TOP CHARITY AUCTION PLATFORM REGULATIONS

This document constitutes the regulations ("Regulations") that define the rules for participation in Auctions (as defined below) and the use of the platform in the topcharity.eu domain ("Platform" or "TOP CHARITY Platform"). By using the Platform, the User (as defined below) undertakes to comply with the Regulations. The condition for participation in the Auction is the User's acceptance of the rules and conditions of the Auction contained in these Regulations. The Regulations are available on the Platform at all times. The Operator (as defined below) makes every effort to ensure the highest level of services, transparency of operation, and the comfort and safety of Users.

Definitions

The words indicated below used in the Regulations have the following meaning:

Term	Definition
Operator	Omenaa Foundation with its registered office in Warsaw, ul. Heleny Kozłowskiej 1/43, 00-710 Warsaw, entered into the register of associations, other social and professional organizations, foundations, and independent public ¹ healthcare facilities of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, ² under KRS number 0000509539, NIP: 5272719133, REGON: 147357946;
Auction	an offer to sell an Emotion, within which Bidders may declare the price at which they are willing to purchase the Emotion within a specified time;
Emotion	the subject of sale within the TOP CHARITY Platform, including the subject of an offer or sale within an Auction;
Account	a set of data and information about the User maintained for the User by the Operator, including confirmation of Account Registration,

enabling the User to use specific functionalities of the Platform, including submitting Bids in Auctions;

Buyer

the winner of an Auction or a User who purchases an Emotion via the TOP CHARITY Platform without an Auction being held;

Bidder

a User with an Account who has submitted a bid to purchase an Emotion in an Auction;

Login

the process of authenticating and authorizing a User who has an Account on the Platform, as a result of which the User can, by correctly providing Account access data (in particular, phone number and one-time login code), gain access to Platform functionalities reserved exclusively for Account holders;

Bid

the gross price expressed in Polish zlotys indicated by the Bidder, for which they are willing to purchase an Emotion in an Auction;

Platform or TOP CHARITY Platform

an online service available in the topcharity.eu domain, enabling Account Registration, Login for Users with an Account, Browse content, and using the functionalities made available within it;

Account Registration

the process of creating an Account;

Regulations

these TOP CHARITY Platform Regulations;

Seller

the entity indicated within the TOP CHARITY Platform that initiates an Auction, as a result of which it sells an Emotion to the Buyer. The Seller may be the Operator;

Sales Agreement

an agreement whose subject is the sale of an Emotion within the TOP CHARITY Platform, concluded between the Seller and the Buyer;

Service or Services

a service or services provided electronically within the Platform, consisting of granting access to content and enabling the use of functionalities, access to which may be restricted by the need for Account Registration;

User

an entity that has received an invitation or access to services provided within the TOP CHARITY Platform.

General Provisions

Using the TOP CHARITY Platform requires the User to have a teleinformatic system that meets at least the following technical requirements:

- internet access, via an active internet connection;
- possession of a device and a standard web browser enabling the viewing and reading of web pages;
- possession of an address and access to configured electronic mail. The Operator allows access to the Platform without the need for Account Registration, however, the Service within such access is limited and, in particular, does not allow submitting Bids in Auctions.

Account Registration

To use specific functionalities of the TOP CHARITY Platform, particularly to submit Bids in Auctions, the User should register an Account. Each User may have one Account. Account Registration may occur as a result of:

- an invitation of a specific User by the Operator to participate in Auctions;
- filling out an electronic form available on the TOP CHARITY Platform with a request for Account Registration, by providing the User's first and last name, e-mail address, and phone number, whereby the data may be filled in by the Operator as part of a prior invitation;
- referral by another User to participate in Auctions. Account Registration requires positive verification by the Operator regarding the data provided by the entity applying for Account Registration, the security of the Auction, and ensuring the performance of the Sales Agreement. The verification process may include a verification interview. The Operator reserves the right to request additional statements and documents necessary for verification. After positive verification,



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the User applying for Account Registration will receive access to the Account after accepting the content of the Regulations. The Operator may decide to grant conditional access to the Account for Users who have not yet been verified. The User may log in to the TOP CHARITY Platform using their phone number as a login. By logging into the TOP CHARITY Platform for the first time, the User voluntarily agrees to use it. The Account contains User data provided during Account Registration or as part of data updates. The User is not allowed to provide third parties with the ability to use the Account, including disclosing the password used to access the Account. The User is obliged to keep the Account password secret and protect it from disclosure. The User is obliged to immediately inform the Operator if the access data to the Account has been taken over by third parties and to explain the circumstances of their takeover. Users with an Account may be natural persons with full legal capacity, legal persons, and organizational units without legal personality but able to acquire rights and incur obligations³ in their own name. Users may be persons with limited legal capacity, to the extent that they can acquire rights and incur obligations, in accordance with generally applicable law. Without the Operator's consent, the User does not have the right to change their data indicated during Account Registration, except when an obvious mistake has occurred, nor to request the issuance of documents confirming the conclusion of the Sales Agreement to third parties other than the User, including persons related to them by kinship, affinity, or entities organizationally or capitally linked to them. If, at any point on the TOP CHARITY Platform, providing data of third parties other than the User is permitted (e.g., for recommendation purposes), then the User, by entering such data, should have the necessary consent to use them on the TOP CHARITY Platform, and in case of unauthorized transfer of such data, bears all responsibility associated with the transfer of these data, and declares that they will release the Operator from all possible claims.

Using the TOP CHARITY Platform

The User may browse content and use Services on the TOP CHARITY Platform. Within their Account, the User may, in particular:

- participate in Auctions within the TOP CHARITY Platform by submitting Bids;
- purchase Emotions in Auctions or via the Platform without an Auction being held;
- display a live video stream from TOP CHARITY stationary auctions, provided such a stream has been made available by the Operator. Content regarding events and auctions taking place outside the TOP CHARITY Platform may be presented on the TOP CHARITY Platform, particularly concerning Auctions in a stationary or hybrid model and auctions of works of art taking place on external



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services; in such cases, participation in such events and auctions may take place under conditions separately and specifically defined in designated places, e.g., within external services. The User is obliged to refrain from any unlawful actions, and in particular from using the TOP CHARITY Platform:

- in a manner contrary to the Regulations, good practices, including those concerning the rules of using the Internet;
- directly or indirectly for a purpose contrary to law or to violate legal provisions;
- in a manner inconsistent with the nature and purpose of the Services provided within the TOP CHARITY Platform and in a way that disrupts the use of these Services;
- in a manner that violates the rights of other entities, including, among others, the Operator, other Users, third parties, particularly by providing false or someone else's data, impersonating other entities, or abusing existing authorizations. Any aggregation and processing of data and other information available through the TOP CHARITY Platform for the purpose of further sharing them with third parties within other internet services, as well as outside the Internet, is prohibited. It is also forbidden to use the Operator's markings, including characteristic graphic elements, without the Operator's consent.

Auctions of Emotions

An Auction, in which the Seller invites Bidders to submit Bids for the purpose of concluding a Sales Agreement, exclusively covers the Emotions presented in it. A gross starting price is specified in the Auction; a Bid containing a price lower than the starting price will not be considered. By accepting the conditions presented in the Auction content, the Bidder, in order to purchase an Emotion, submits a Bid by entering the price in the designated place within the Auction on the TOP CHARITY Platform and confirming it using the "Bid" button or another button with a similar meaning. By participating in the Auction, the Bidder declares the price they undertake to pay if they win. The Bidder may change the Bid during the Auction, but cannot indicate a price lower than or equal to the current price specified in the Auction; each new Bid must exceed the currently applicable price by at least the bid increment value. The minimum bid increment will be specified each time in the Auction description. A minimum price may be set in the Auction, i.e., the lowest price for which an Emotion can be sold. Bids containing prices lower than the minimum price will not result in the conclusion of a Sales Agreement. The minimum price becomes visible to Users from the moment a Bidder offers a price equal to or higher than the minimum price.

The Operator is entitled to reject a Bid submitted by a Bidder before the end of the Auction in the following cases:

- when the Operator has reasonable doubts as to the credibility and solvency of the Bidder;
- at the request of the Bidder. Bids rejected by the Operator are not binding within the given Auction. A Bid submitted by a Bidder whose access to the Account was blocked or suspended by the Operator before the end of the Auction ceases

to be binding if the Auction was not concluded before the access to the Account was blocked or suspended. Information about this is visible on the Auction page. The Auction ends upon the expiry of the time specified in its terms on the TOP CHARITY Platform. Earlier termination of the Auction may occur based on the Operator's decision. The Sales Agreement is concluded with the winner of the Auction. The winner of the Auction is the Bidder who, at the moment of its conclusion, submitted the Bid with the highest price (winning bid), and the Sales Agreement is concluded at the moment the winning bid is accepted. After the Auction ends, the Operator sends an electronic confirmation of the conclusion of the Sales Agreement to the Auction winner's e-mail address. In connection with the Auction, including during its course, the Operator reserves the right to conduct additional verification of the Bidder; for this purpose, § 3 para. 3 sentences 1-3 of the Regulations apply accordingly.

Special Sale

Information about the possibility of purchasing specific Emotions without conducting an Auction may be published on the Platform. Detailed rules for purchasing a given Emotion may be regulated separately.

Information constituting an invitation to submit purchase offers may be published on the Platform. A User with an Account may express their willingness to purchase an Emotion using the provided "Buy Now" button, the confirmation of which constitutes an offer to conclude a Sales Agreement. In some cases, the number of Emotions available for purchase by a single User may be limited, of which Users will be informed in advance. After expressing the will to purchase an Emotion, and before making payment, the User may be required to fill out a form by providing the required data necessary for the release or delivery of the Emotion. If the quantity of available specific Emotions is exhausted, the Operator reserves that the purchase offer will not be accepted. The User will receive confirmation of acceptance of the Emotion purchase offer from the Operator via e-mail. Failure to receive confirmation means that the offer has not been accepted and the Sales Agreement has not been concluded. If Emotions are not available, the Operator will immediately notify the User of this fact and return the price received. The number of available Emotions is verified by the Operator with each transaction.

In the event that an Emotion offered on the Platform is a product whose distance selling – particularly via the Internet – is legally restricted or prohibited, pressing the "Buy Now" button or submitting a Bid with the highest price (winning bid) does not directly lead to the conclusion of a Sales Agreement. In such a situation, the User's action constitutes an expression of will to take the required actions aimed at concluding a Sales Agreement. The conclusion of a Sales Agreement for such an Emotion takes place outside the Platform, on terms individually agreed between the Buyer and the Seller. The provisions of these Regulations shall apply accordingly in such cases, taking into account the specifics of the given case and applicable legal provisions.



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Settlements, Release of Emotion

In the absence of other arrangements between the parties to the Sales Agreement, the Buyer, in connection with the concluded Sales Agreement, is obliged to pay the price for the Emotion within 7 days from the conclusion of the Sales Agreement to the bank account indicated by the Operator. The Operator will provide settlement information and documents via e-mail to the Buyer's e-mail address assigned to the Account. In the event of the Buyer's delay in paying the price, the Operator or the Seller may call upon the Buyer to pay within an additional specified period, and in the event of ineffective expiry of the payment period, the Seller will be entitled to withdraw from the Sales Agreement. The right to demand the realization of the Emotion or ownership of the goods being the subject of the Emotion will pass to the Buyer upon crediting the bank account indicated by the Operator with the full amount of the price due for the Emotion. The Operator will provide the Buyer with information regarding the method and date of realization of the Emotion or information regarding the procedure for determining them, via e-mail to the Buyer's e-mail address assigned to the Account. Depending on the nature of the Emotion, its release may take place in electronic form (e.g., sending a file, access code, certificate) or physical form, in accordance with the information contained in the Emotion information within the TOP CHARITY Platform. Collection of the Emotion, depending on its nature, may require the Buyer to appear at a specific location. Delivery costs (if applicable) are borne by the Buyer, unless otherwise indicated in the Emotion information on the TOP CHARITY Platform.

Withdrawal from the Sales Agreement

Excluding situations provided for by law, in cases where a distance Sales Agreement is concluded via the Platform between a Seller who is an entrepreneur and a Buyer who is a consumer, the Buyer who is a consumer may withdraw from the distance Sales Agreement without giving reasons within 14 days calculated (1) in the case of an agreement under which goods are delivered – from the consumer's taking possession of the goods, (2) in the case of other agreements – from the date of conclusion, subject to the following paragraphs. The above right also applies to entrepreneurs conducting sole proprietorship, to the extent that legal provisions equate their protection with that of consumers. Withdrawal from the Sales Agreement may be made electronically to the Seller's e-mail address or in writing to the Seller's address. A model withdrawal form, which the User may use, is Appendix No. 1 to the Regulations. If the goods are sold as a set or kit, withdrawal is possible with respect to that set or kit. In the event of withdrawal from the Sales Agreement regarding Emotions that are goods, the return of the goods should take place immediately, no later than 14 days from the date of receipt of the goods. The Buyer is obliged to return the goods immediately, but no later than 14 days from the day on which they withdrew from the Sales Agreement, unless the Seller offered to collect the goods themselves. To meet the deadline, it is sufficient to send back the goods before its expiry. The Buyer bears the direct costs of returning the goods. The Buyer is liable for any diminished value of the goods resulting from handling them in a way that goes beyond what is necessary to establish the nature, characteristics, and functioning of the goods. In the event of effective withdrawal from the Sales Agreement, the refund of the amount paid by the Buyer will be made in a manner analogous to the method of payment for it, unless the Buyer has expressly agreed to another method of

refund. In the event of effective withdrawal from the Sales Agreement, the Sales Agreement is considered not concluded.

The right to withdraw from the Sales Agreement does not apply, in particular, in cases specified in Art. 38 of the Act of 30 May 2014 on consumer rights, particularly with regard to agreements:

- for the provision of services for which the consumer is obliged to pay the price, if the entrepreneur has fully performed the service with the express and prior consent of the consumer, who was informed before⁶ the commencement of the provision that after the entrepreneur has fulfilled the provision, they will lose the right to withdraw from the agreement, and acknowledged this;
- in which the price or remuneration depends on fluctuations in the financial market over which the entrepreneur has no control, and which may occur before the deadline⁷ for withdrawal from the agreement;
- in which the subject of the provision is non-prefabricated goods, manufactured according to the consumer's specifications or serving to satisfy their individualized needs;
- in which the subject of the provision is goods liable to deteriorate or expire rapidly;
- in which the subject of the provision is goods delivered in a sealed package which, after opening the package, cannot be returned due to health protection or hygiene reasons, if the package was opened after delivery;⁸
- in which the subject of the provision are goods which, after delivery, due to their nature, are inseparably mixed with other items;
- in which the subject of the provision are alcoholic beverages, the price of which was agreed upon at the conclusion of the sales⁹ agreement, and the delivery of which can only take place after 30 days and the value of which depends on fluctuations in the market over which the entrepreneur has no control;¹⁰
- in which the subject of the provision are sound or visual recordings or computer programs delivered in a sealed package, if the package¹¹ was opened after delivery;¹²
- for the supply of newspapers, periodicals or magazines, with the exception of subscription agreements;
- concluded by public auction;
- for the provision of accommodation services other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports¹³ or cultural events, if the¹⁴ agreement specifies the day or period of service provision;
- for the supply of digital content not supplied on a tangible medium, for which the consumer is obliged to pay the price, if the entrepreneur¹⁵ began the provision

with the express and prior consent of the consumer, who was informed before the commencement of the provision that after¹⁶ the entrepreneur has fulfilled the provision, they will lose the right to withdraw from the agreement, and acknowledged this.

Agreement with the Operator

Upon Account Registration, an agreement for the provision of services related to Account maintenance is concluded between the User and the Operator for an indefinite period. Within 14 days from the date of conclusion of the agreement referred to in para. 1 above, a User who is a consumer may withdraw from it without giving reasons. Withdrawal from the agreement may be made electronically to the Operator's e-mail address or in writing to the Operator's address. The above right also applies to entrepreneurs conducting sole proprietorship, to the extent that legal provisions equate their protection with that of consumers. A model withdrawal form, which the User may use, is Appendix No. 1 to the Regulations.

The agreement referred to in para. 1 above may be terminated by the User at any time by a statement submitted electronically to the Operator's e-mail address or in writing to the Operator's address. The agreement is terminated with a seven-day notice period, during which the User will not be able to submit Bids or offers to purchase concert tickets. The agreement referred to in para. 1 above may be terminated by the Operator with a seven-day notice period. Termination of the agreement referred to in para. 1 above does not release the User from the obligation to make settlements arising from the agreement.

In the event of a User's violation of the Regulations, legal provisions, or good practices, the Operator may terminate the Account maintenance agreement with the User without a notice period. In the cases indicated in the first sentence, as well as in other justified cases where the User's Account or activity within the Platform requires additional data verification, the Operator may:

- suspend the possibility of using the Account;
- limit the functionality of the Account in terms of access to all or specific Services available on the Platform.

Complaint Procedure

The User may file a complaint with the Operator if the services specified in these Regulations are not performed or are performed contrary to the provisions of the Regulations. The User may file a complaint with the Seller, particularly in the case of non-conformity of the Emotion with the Sales Agreement. A complaint may be filed in any manner, and in particular in electronic form to the Operator's or Seller's e-mail address or in writing to the Operator's or Seller's address. The complaint should include the identification of the entity filing the complaint, the e-mail address assigned to the Account, if applicable, a description of the Sales Agreement if the complaint is related to it, a description of the reported objections, and the expected manner of resolving the matter. If the data or information provided in the complaint require supplementation for proper consideration of the complaint and to satisfy the claimant's request, the claimant will be asked to supplement it



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within the indicated scope and deadline. The entity considering the complaint undertakes to respond to the complaint submitted by the User within 14 days of its submission. In the event of rejection of the complaint, the entity considering the complaint will notify the User thereof, stating the reasons for this decision.

A customer who is a consumer may use out-of-court complaint handling and redress mechanisms, including:

- mediation conducted by the territorially competent Provincial Inspectorate of Trade Inspection, to which a request for mediation should¹⁷ be submitted. As a rule, the procedure is free of charge. A list of Inspectorates can be found here: <https://uokik.gov.pl/kontakt-inspekcja-handlowa>,
- the assistance of the territorially competent permanent amicable consumer court operating at the Provincial Inspectorate of Trade Inspection, to¹⁸ which a request for consideration of the case before the amicable court should be submitted.¹⁹ As a rule, the procedure is free of charge. A list of courts is available at: <https://uokik.gov.pl/stale-sady-polubowne>, <https://polubowne.uokik.gov.pl/>;
- free assistance from a municipal or poviast consumer ombudsman;
- the ODR internet platform available at: <http://ec.europa.eu/consumers/odr/>. The use of out-of-court complaint handling and redress mechanisms is voluntary. The provision contained in the paragraph above is for informational purposes and does not constitute an obligation for the entity considering the complaint to use out-of-court dispute resolution methods.

Personal Data

The Operator is the data controller. The Operator's priority is to ensure the confidentiality and security of User data processed within the TOP CHARITY Platform. The Operator ensures the implementation of appropriate technical and organizational measures so that processing meets the requirements of the law and protects the rights of data subjects.

Personal data of TOP CHARITY Platform Users may be processed by the Operator for the following purposes:

- conclusion or performance of an agreement concluded with the Operator specified in the Regulations (pursuant to Art. 6 para. 1 lit. b GDPR);
- fulfillment of a legal obligation incumbent on the Operator regarding tax and accounting obligations (pursuant to Art. 6 para. 1 lit. c GDPR);
- pursuit or securing of claims (pursuant to Art. 6 para. 1 lit. f GDPR in connection with the implementation of the Operator's legitimate interests). Users' personal data may be transferred to trusted recipients such as: Sellers, the entity handling accounting, partners providing technical services (development and maintenance of IT systems and internet services). Your personal data may also be transferred to entities authorized to receive them under applicable law, including competent judicial authorities. Users' personal data may be transferred to entities from countries outside the European Union and the European



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Economic Area or international organizations to the extent necessary for the proper performance of the agreement with the Operator. The Operator will ensure that in each case the transfer of Users' personal data to foreign entities or international organizations takes place in accordance with applicable law and in a manner ensuring data security. In such a case, we may ask for separate consent to transfer data to a third country – this applies to the transfer of data to countries that do not provide a level of personal data protection equivalent to that²⁰ applicable in the European Union. Personal data is stored only for the period necessary to achieve the specific purpose for which it was collected, including the performance of the agreement, and after its expiry for the period necessary to secure or pursue any claims or fulfill the Operator's legal obligation. Personal data regarding the fulfillment of a legal obligation is stored for the duration of this obligation. The User has the right to access their data and the right to rectify, delete, limit processing, the right to data portability, the right to object²¹ for reasons related to their particular situation to the processing of data based on the Operator's legitimate interest, the right to object to processing for direct marketing purposes. The User has the right to lodge a complaint with a supervisory authority. Providing personal data by the User is voluntary, however, the consequence of not providing personal data will be the inability to conclude or perform the agreement for the use of the Account, as well as the inability to use some Services. The Operator does not process personal data in a way that would involve making solely automated decisions regarding the User. Detailed information regarding the processing of personal data by the Operator is set out in the privacy policy available on the Platform.

Final Provisions

If the Operator is not a party to the Sales Agreement, it is not responsible for its performance, unless expressly stated otherwise. The Operator ensures equal treatment of all Sellers in terms of offer visibility, access to data, and analytical tools. The Operator reserves the right to mark its own Emotion offers in a way that allows them to be easily distinguished from the Emotion offers of other Sellers.

The Operator may change the Regulations or launch a modified or new version of services provided within the TOP CHARITY Platform in the event of:

- the need to adapt to changes in legal provisions or obligations imposed by state authorities;
- dictated by security reasons, prevention of abuse, improvement of User privacy protection;
- technological or functional changes to improve the operation of the Platform;
- changes in the scope or manner of provided Services, including the termination of all or specific Services;
- editorial changes. The change to the Regulations becomes effective on the date



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indicated by the Operator after the amended Regulations are made available on the TOP CHARITY Platform. A User whose e-mail address is available within the Account will be notified of the change to the Regulations to their e-mail address at least 14 days before the change comes into force. The law applicable to the agreement concluded with the Operator, the subject of which are the Services, is Polish law, unless European Union law regarding entities acting as consumers provides otherwise. Any disputes related to the Services will be resolved by the competent common courts. If some provisions of these Regulations are deemed invalid by a court judgment or decision of another authorized body, the remaining provisions shall remain valid. The provisions of these Regulations in relations between the Operator and an entity acting as a consumer do not prejudice the applicable legal provisions, the application of which cannot be excluded, and which grant²² such entities broader protection.

Appendix No. 1 – Withdrawal Form

[consumer's first and last name]

[e-mail address]

[Seller's name]

[email address]

[correspondence address]

I hereby inform you of my withdrawal from:

☐ the sales agreement for the following goods

_____;

Date of receipt of

goods_____.

☐ the provision of the following service

_____;

Date of conclusion of the agreement_____.

[consumer's first and last name / signature]