

**Terms and Conditions for Domestic Transportation Services
provided by Xpress Delivery Ltd.,
dated April 1, 2023**

**§ 1
TERMS AND CONDITIONS**

These Terms and Conditions ("**Terms**") set out the rules for the provision of express domestic transport services by Xpress Delivery Sp. z o.o. based on the Act of 15 November 1984 on Transport Law - consolidated text, Journal of Laws of 2000 No. 50, item 601, as amended, hereinafter referred to as the "**Transport Law**", and the Agreement concluded with the Service Recipient.

**§ 2
DEFINITIONS**

The terms used in this Regulation have the following meanings:

Application	mobile application created by Xpress Delivery for the purpose of placing orders by Service Recipients and for communication with Drivers.
Price List	document specifying the maximum weight and dimensions of Packages, prices for Services, the dates on which they can be executed, and a catalog of additional fees, available on the website https://xpress.delivery/cennik
Service Hours	the service is typically available from 8 am to 7 pm from Monday to Saturday, as well as on commercial Sundays, public holidays, non-standard hours are available by separate arrangements
Driver or XDriver	person providing transportation services based on an appropriate agreement concluded with Xpress Delivery
Locations	places where Services are provided, as specified in the agreement between Xpress Delivery and the Service Recipient and indicated at https://xpress.delivery/mapa .

Recipient	consumer ordering Products from the Service Recipient to whom the Package is to be delivered
Package	Bicycle Package, Standard Package, or Large Package.
Bicycle Package ("S")	an item or items constituting Products, placed in a single package, the dimensions of which do not exceed a total of 100 cm and 9.99 kg.
Standard Package ("M")	an item or items constituting Products, placed in a single package, the dimensions of which do not exceed a total of 200 cm and 15 kg.
Large Package ("L")	Packages whose dimensions exceed those of a Standard Package but are no larger than 100x80x50 and do not weigh more than 31.5 kg. The fee for a Large Package is 200% of the standard service price.
Package Pickup Points	Pickup points for Packages collected from Service Recipients located in Locations.
System or Dashboard	system owned by Xpress Delivery used to generate Packages by the Service Recipient and located at https://dashboard.xpress.delivery
Products	items offered to consumers by the Service Recipient through distribution channels (in particular, an online store or a mobile application) of the Service Recipient.
Agreement	an agreement concluded between the Service Recipient and the Service Provider.
Services	services consisting of accepting, moving, and delivering shipments, including Packages, with content other than correspondence, subject to the provisions of the Transportation Law, performed by

	motor vehicles or combinations of vehicles (including scooters, scooters or bicycles) with a maximum permissible total weight not exceeding 3.5 tons in road transport of Products, for a fee determined in accordance with the Regulations.
Service Recipient	person, legal person, or unincorporated entity that commissions Xpress Delivery to perform the Service.
Service Provider or Xpress Delivery	Xpress Delivery Limited Liability Company based in Wrocław, at ul. Hubska 52/14, 50-502 Wrocław, entered into the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division of the National Court Register under the number KRS: 0000742591, NIP: 8992848469, REGON: 380925640, with share capital of PLN 10,000.00.

§ 3

SERVICES

1. The scope of Xpress Delivery's activities includes the provision of Services directly by Xpress Delivery or the performance of which Xpress Delivery undertakes to provide through third parties, including Drivers.
2. The Service Provider declares that:
 - a) it is a limited liability company that brings together Drivers under contracts for the provision of transport services concluded with Drivers,
 - b) contracts with Drivers, referred to in point above, are the basis for determining by the Service Provider the manner of providing transport services by Drivers and enable the Service Provider to oblige Drivers to provide additional services, independently of the Services,
 - c) The Service Provider has the legal, organizational and technical ability to ensure the provision of Services described in the Agreement by Drivers for the benefit of the Service Recipient.
3. The Service Provider declares that the composition of personnel and the number of Drivers may change, which will not affect the Service Provider's ability to properly perform the obligations arising from the Agreement for the benefit of the Service Recipient.
4. The Service Provider undertakes to provide or ensure the provision of Services to the Service Recipient in the scope of delivering Packages to Recipients and accepting returns of Packages from Recipients, in accordance with orders provided to Drivers.
5. The Services will be provided each time in the Locations.
6. In addition, the Service Provider undertakes to the Service Recipient:
 - a) ensure the availability of Drivers for the purpose of providing Services during the Service Hours;
 - b) provide advisory services in the scope of the possibility of implementing additional functions in the provision of Services and optimizing the delivery process and other

advisory services agreed separately by the Parties than in the Agreement or Regulations;

- c) provide training to Drivers on Services using training materials provided by the Parties.

§ 4

PRICING AND COMPENSATION PAYMENTS

1. Prices for services are determined by the Price List.
2. Xpress Delivery reserves the right to change the Price List at any time, but no more than once per quarter:
 - a) in case of a change in the minimum wage rate;
 - b) in case of a significant change in purchasing power of money (especially inflation);
 - c) in case of a significant increase in fuel prices.
3. The changed compensation rate according to the above rules will apply starting from the next calendar month after the Service Recipient has been notified.
4. Compensation will be paid from the bottom up, within 14 days from the date of delivery of a properly issued VAT invoice to the Service Provider.
5. Compensation will be increased by the value-added tax according to the current tax rate established in accordance with the applicable law.
6. Payment of all invoices will be made by bank transfer to the Service Provider's bank account indicated on the VAT invoice.
7. The Service Recipient authorizes the Service Provider to issue invoices without signatures of authorized persons in electronic form.
8. The Service Provider will send VAT invoices to the email address provided during registration.
9. The Service Recipient undertakes to make payment directly to the Service Provider in connection with the provision of services under the Agreement within 14 days from the date of receipt of the issued VAT invoice, with the payment date being the date of posting the transfer in the bank serving the Service Provider.

§ 5

XPRESS DELIVERY PACKAGE HANDOVER

1. The Services will be provided at Locations specified in the Agreement.
2. The Service Recipient will entrust the Drivers with Packages for the purpose of providing Services, i.e. for their delivery to designated Recipients. Packages will be handed over to the extent necessary for proper provision of Services. Xpress Delivery shall not be liable for errors (legal and physical defects) in Packages handed over by the Service Recipient.
3. Handover of Packages to the Drivers will take place at the appropriate Package Collection Points and will be confirmed using the Application.

§6

DELIVERY OF PRODUCTS AND ACCEPTANCE OF RETURNS

1. The drivers will make deliveries of packages entrusted by the Service Recipient to the Recipients in accordance with the rules, including the time specified in the Regulations.
2. At the request of the Service Recipient, the drivers will also collect packages for return from designated Recipients - in accordance with the rules, including the time specified in the Regulations.

3. Orders for package delivery or return pick-up will be transmitted to the drivers through the Application. Orders will be visible to drivers who are closest to the delivery address (or pick-up address in the case of returns) provided by the Recipient. Within each order in the Application, the following information will be available: the recipient's name, exact address with postal code and city, the recipient's contact phone number, and the delivery time chosen for the package by the Recipient.
4. Orders will be executed by the driver who first accepted the given order in the Application.
5. Xpress Delivery will ensure that the driver, as part of the package delivery:
 - a) verifies the correctness of the PIN code provided by the Recipient by entering it into the Application,
 - b) delivers the package to the Recipient after a positive PIN code verification.
6. Xpress Delivery will ensure that the driver, as part of the return pick-up of the package:
 - a) verifies the identity provided by the Recipient by verifying the data with an identity document,
 - b) collects the package returned by the Recipient,
 - c) delivers the returned package to the Package Collection Point within 48 hours of its collection on working days.
7. The returned package will be handed over to the Service Recipient by the drivers at the appropriate Package Collection Points, which will be confirmed using the Application. Xpress Delivery is not responsible for errors in the returned package provided by the Recipient.
8. Xpress Delivery ensures that the package will be handed over only to the Recipients or, in the case of returns, collected from the Recipients who have presented the driver with an identity document confirming the sender's details. Xpress Delivery is not liable for handing over the package to an unauthorized person or for collecting the returned package from an unauthorized person solely in a situation where the Recipient uses the correct PIN code for verification purposes.
9. As part of the order fulfillment, Xpress Delivery will make one attempt to deliver the Products to the Recipient. In the event that the Recipient is not present at the address, it is possible to:
 - a) cancel the shipment and return it to the collection point within 48 hours on working days - standard service, without additional charge;
 - b) redirect the shipment at the request of the Recipient - an additional paid service according to the rate per kilometer and the number of additional kilometers actually traveled;
 - c) make a second attempt to deliver the shipment at a convenient time for the Recipient - an additional paid service, the amount of the fee is equivalent to the original price of the shipment.

§ 7

CANCELLATION OF ORDERS

1. In case the Driver does not find the Recipient at the delivery address indicated in the Application, and after waiting for 5 minutes and attempting to contact the Recipient, the Driver is obliged to mark this fact in the Application and:
 - a) cancel the shipment and return it to the pick-up point within 48 hours on working days - standard service, without additional charge, or
 - b) redirect the shipment at the Recipient's request - additional paid service according to the rate per km and the actual number of additional km driven, or
 - c) make a second attempt to deliver the shipment at a convenient time for the Recipient - additional paid service, the fee amount is equal to the initial shipment price. The second delivery takes place within 48 hours.
2. In case the Service Recipient or the Recipient enters incorrect data necessary for the Driver to deliver the Package correctly into the Application, in particular an incorrect delivery address

of the Package or an incorrect telephone number of the Recipient or failure to provide any of the data necessary for the Driver to deliver the Package correctly, the Driver, after contacting the Recipient (if possible) and not obtaining the necessary information for delivery, is obliged to mark this fact in the Application and return the Package to the Package Pickup Point within 48 hours of its receipt on working days. This also applies in the situation where the Recipient refuses to accept the shipment from the Driver. In such a case, Xpress Delivery is entitled to full remuneration for delivering the Package, as specified in the Price List.

3. In case of cancellation of delivery of the Package to the Recipient by the Service Recipient or the Recipient through the System before the Driver picks up the Package from the Package Pickup Point, but after reserving it by the Driver in the Application, the following fees apply:
 - a) 50% of the rate in case of cancellation within 10 minutes from placing the order, or
 - b) 100% of the rate in case of cancellation after 10 minutes from placing the order.
4. In case of cancellation of delivery of the Package to the Recipient by the Service Recipient or the Recipient through the System after the Driver picks up the Package from the Package Pickup Point, Xpress Delivery is entitled to full remuneration for delivering the Package, as specified in the Price List.
5. In case of cancellation of delivery of the Package to the Recipient by the Service Recipient or the Recipient through the System before assigning a Driver to the order in the Application, the cancellation is free of charge.
6. In case of cancellation of delivery of the Package to the Recipient by the Service Recipient or the Recipient through the System due to the Driver exceeding the delivery time specified in the Application, Xpress Delivery is not entitled to any remuneration.
7. In case of cancellation of delivery of the Package to the Recipient by the Service Recipient or the Recipient through the System due to the Driver's failure to appear at the Package Pickup Point within the time specified in the Application, making it impossible to deliver the Package to the Recipient within the delivery time specified in the Application, Xpress Delivery is not entitled to any remuneration.

§ 8

PACKAGING

1. The Service Recipient is responsible for the quality of the packaging of the Package appropriate to its contents.
2. The Service Recipient is obliged to properly package the Package and hand it over to the Driver in a condition that allows for its proper transport and ensures that it will not damage other shipments during transport, as well as to deliver it without loss or damage. In particular, the packaging should be: properly closed, preventing access to the contents of the Package by unauthorized persons; suitably sturdy in relation to the weight and contents of the Package, have internal protections that prevent the contents of the Package from moving; have markings indicating the special nature of the Package.
3. Xpress Delivery or the Driver may refuse to transport Packages whose condition is defective or whose packaging is inadequate, or that do not have the required packaging, or that have inscriptions, images, drawings or other graphic signs that violate the law visible on the packaging of the Package or in its visible contents, as well as in other cases specified by the provisions of applicable law. Xpress Delivery is not liable for damages resulting from the lack, inadequacy or defectiveness of the packaging.

§ 9

PACKAGE LABELING AND CONTENTS

1. The Service Recipient is obliged to provide the following information on the package label:
 - a) their address and the recipient's address, which must be consistent with the information provided in the System, or
 - b) a label generated in the System, or
 - c) the order number (of the package) generated in the System.
2. The recipient's information should include their name, street name, house and apartment number (if applicable), postal code, city name, and phone number.
3. Xpress Delivery does not accept packages for transport if doing so would violate the law, especially the Transport Law.
4. In the event of sending a package that Xpress Delivery does not accept for transportation under point 3, the Service Recipient is obliged to compensate for any damage incurred as a result of this in full.
5. Xpress Delivery reserves the right to verify the fees charged for the Services provided. In particular, Xpress Delivery has the right to verify the weight and size of the Package. Any discrepancies between this information and the information provided by the Service Recipient may result in the appropriate change in the price of the Service provided.

§ 10

DRIVER REQUIREMENTS

1. Xpress Delivery declares that its drivers have the necessary technical means, qualifications, and authorizations to perform the Services. Furthermore, Xpress Delivery declares that its drivers are required to have all the necessary authorizations and vehicles to provide the Services.
2. Xpress Delivery declares that its drivers will carry out the Services covered by the Agreement in accordance with applicable law and with professional care.

§ 11

LIABILITY

1. The party shall be liable for covering all damages (excluding lost profits) incurred by the other party in connection with improper performance or non-performance of the Agreement on general terms.
2. In the event that a party fails to comply with any of its obligations, the other party shall request in writing or by electronic mail that the party take immediate action to fulfill these obligations or refrain from actions conflicting with the aforementioned obligations, specifying the violations in detail. In the aforementioned request, the party shall indicate an appropriate deadline for the removal of violations, the implementation of appropriate factual or legal actions, or the submission of appropriate statements aimed at removing the effects of the other party's breaches of obligations. In the event of an unsuccessful request, the other party may terminate the Agreement immediately without further notice, provided that the violation concerns a material provision of the Agreement.
3. The liability of Xpress Delivery for non-performance or improper performance of the transportation service is governed by the provisions of the Transport Law, subject to the provisions below.
4. Xpress Delivery shall be liable for non-performance or improper performance of the service, unless such non-performance or improper performance occurred:
 - a) due to force majeure (including exceptional traffic events, traffic stops, or adverse weather conditions), reasons solely attributable to the Service Recipient or Recipient;

- b) due to a breach by the Service Recipient or Recipient of legal provisions, the Agreement, or the Regulations;
 - c) due to the nature of the contents of the Package.
5. Xpress Delivery's liability for loss, shortage, or damage to the Package is limited to the amount of maximum 5000 PLN of damages incurred by the Service Recipient, but not exceeding the value of the Package.
 6. Xpress Delivery shall be released from liability if the Package is delivered without any signs of tampering or if the Recipient does not report any damage or missing Products while picking up the Package.
 7. Unless the mandatory provisions of the law provide otherwise, Xpress Delivery shall not be liable for:
 - a) loss, shortage, or damage to a shipment containing items excluded from transport by law or the provisions of these Regulations;
 - b) lost profits incurred by the Service Recipient, Recipient, or other persons as a result of non-performance or improper performance of the Service.

§ 12

DAMAGE REPORT

1. In the event of damage or shortage of the delivered Package, the Driver delivering the Package immediately notifies the relevant authority via the Application.
2. The claim for improper performance of the Service expires as a result of accepting the Package without reservations.

§ 13

CONFIDENTIALITY

1. The Parties undertake to keep confidential all information obtained in connection with the performance of the Agreement, in particular personal data of the Recipients, if the Service Provider has authorized their processing, information constituting trade secrets of each Party within the meaning of the relevant provisions of universal law, as well as other technical, commercial, financial and organizational data, as well as data concerning the economic and legal situation of the Parties ("Confidential Information"). The Parties undertake to maintain the confidentiality of Confidential Information during the term of the Agreement and indefinitely after its termination or expiration for any reason. The Parties agree that the termination or expiration of the Agreement, in particular as a result of termination of the Agreement by either Party, will not affect the validity of this obligation.
2. Each Party undertakes to:
 - a) use Confidential Information solely for purposes related to the Agreement, including the pursuit of claims or defense against claims,
 - b) keep Confidential Information secret, not disclose or transfer it to third parties who are not involved in the performance of this Agreement,
 - c) take all necessary measures to ensure the protection of Confidential Information,
 - d) provide access to Confidential Information only to authorized entities on the basis of applicable laws and only to the extent necessary to properly perform the duties entrusted to them under the Agreement or to pursue claims or defend against claims,

- e) inform each person to whom Confidential Information is to be disclosed under this Agreement, before such disclosure, of the confidential nature of the information and the conditions of its protection set forth in the Agreement,
 - f) limit access to premises where Confidential Information is stored and allow access only to persons with appropriate authorization;
 - g) exercise the same degree of care in handling Confidential Information as is required for their own confidential information, subject to applicable laws, and in any case ensure the degree of care resulting from the professional nature of the Parties' activities.
3. The Parties shall not be liable for the disclosure or use of Confidential Information that:
 - a) is or becomes generally known in a manner other than through a breach of the Agreement,
 - b) was previously known to the receiving Party from other lawful sources, which will be demonstrated beyond doubt as to the moment and sources of their acquisition,
 - c) must be disclosed under mandatory provisions of law or a valid court or final decision of another authorized body, subject to ensuring, within the limits of applicable law, confidentiality and limitation of the scope of disclosed Confidential Information,
 - d) has been disclosed with the written consent of the Party to which such Confidential Information relates.
 4. Each Party undertakes to exercise the utmost care in securing Confidential Information concerning the other Party against unauthorized access by third parties, in particular by ensuring their proper protection in the possessed IT systems.
 5. In case either Party has at least reasonable suspicion that any third party has gained unauthorized possession of Confidential Information regarding the other Party, in particular as a result of unlawful breach of security measures used by that Party's IT systems, that Party is obliged to immediately notify the other Party of such fact and take all necessary security measures.
 6. In the event of termination or expiration of the Agreement, each Party undertakes, upon the first written request of the other Party, to return within 7 days from the receipt of such demand all documents containing Confidential Information.
 7. The provisions of paragraph 1 do not exclude or limit in any way the provisions of Article 11 of the Act of April 16, 1993 on combating unfair competition (Journal of Laws of 2020, item 1913, as amended).

§14

COMPLAINTS

1. The basis for initiating a complaint procedure is the submission of a complaint by the Service Recipient.
2. The Service Recipient is entitled to submit a complaint within 7 days from the occurrence of an improper performance of the Service by Xpress Delivery.
3. Xpress Delivery will consider the complaint within 7 days of its receipt and send a response to the email address of the Service Recipient who submitted the complaint, as indicated in the Agreement.
4. A proper complaint submitted by the Service Recipient should contain:
 - a) the Service Recipient's identification data,
 - b) the subject of the complaint;
 - c) the date and place of dispatch of the Package,
 - d) the order number (Package number),
 - e) justification,
 - f) expectations towards Xpress Delivery.

5. The only way to submit a complaint is to send it to Xpress Delivery's email address - reklamacje@xpress.delivery.
6. The detailed procedure for submitting and considering complaints (including the content of the complaint and required documents) is governed by the Minister of Transport and Construction's regulation of 24 February 2006 on the determination of the status of shipments and complaint procedures (Journal of Laws of 2006, No. 38, item 266) regarding transport services.

§15

SET-OFF, ASSIGNMENT

1. The Service Recipient or the Recipient who are not Consumers or Entrepreneurs, as referred to in Article 385(5) of the Civil Code, do not have the right to set off claims against past, current or future receivables due to Xpress Delivery.
2. The Service Recipient or the Recipient who are not Consumers or Entrepreneurs, as referred to in Article 385(5) of the Civil Code, cannot transfer their claims against Xpress Delivery to a third party without Xpress Delivery's written consent.

§ 16

LICENSE

1. The Service Recipient hereby grants Xpress Delivery a limited, non-exclusive license to use the Service Recipient's logo for informational and promotional purposes free of charge.
2. Xpress Delivery undertakes to provide the Service Recipient with access to the System (Dashboard).
3. Upon the Service Recipient's receipt of access to the System, Xpress Delivery grants the Service Recipient a non-exclusive license to use the System in the territory of the Republic of Poland solely for the purpose and to the extent necessary for the proper performance of the Agreement, in particular in the fields of exploitation specified in Article 74(4) of the Act on Copyright and Related Rights (Journal of Laws of 2021, item 1062, as amended), i.e. in the scope of (i) permanent or temporary reproduction of the System in whole or in part by any means and in any form, to the extent that reproduction is necessary for the introduction, display, use, transmission and storage of the System; (ii) translation, adaptation, modification of the layout or any other changes in the System, (iii) dissemination, including lending or rental, of the System or their copies.
4. Xpress Delivery declares that it is authorized to grant the aforementioned license to the extent indicated above and as a result of its grant, the Service Recipient will be entitled to use the System in accordance with the Parties and to the extent necessary for the proper performance of the Agreement.
5. In the event of any claims by third parties related to the Service Recipient's use of the System, in particular alleging the infringement of intellectual property rights by the Service Recipient, Xpress Delivery will take all reasonable actions aimed at resolving the dispute and release the Service Recipient from any obligations related to such claims by third parties. Xpress Delivery shall not be liable if the Service Recipient does not immediately notify it of the claim, fails to inform it of the progress of the matter, or does not comply with Xpress Delivery's reasonable instructions regarding defense against the claim.
6. The license is limited in time and is granted only for the duration of the Agreement; it expires automatically without the need for any statements by the Parties upon termination or

expiration of the Agreement. In such a case, Xpress Delivery is entitled to take all actions to deprive the Service Recipient of access to the System, to which the Service Recipient irrevocably agrees.

§ 17

ACCESS TO THE SERVICES PROVIDED

1. The Service Recipient obtains access to the scope of Services provided through the System made available by Xpress Delivery in real-time.

§ 18

GDPR

1. Xpress Delivery Sp. z o.o. with its registered office in Wrocław, at ul. Hubska 52/14, 50-502 Wrocław, entered into the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division of the National Court Register under the KRS number: 0000742591, NIP: 8992848469, REGON: 380925640, and with the share capital of PLN 10,000 is the Administrator of personal data of Service Recipients, third parties authorized by the Service Recipient to perform activities related to the dispatch of Parcels, and Recipients who are natural persons, which are processed by Xpress Delivery in connection with the provision of Services covered by the Regulations.
2. The data will be processed for the purpose of concluding the Agreement and performing the Services. Xpress Delivery will also use this data to maintain contact related to the performance of the Services, to examine their quality, to respond to interventions, complaints, claims or changes in instructions. Xpress Delivery will also process data to fulfill the legal obligation incumbent on Xpress Delivery, including preventing money laundering and financing of terrorism, as well as may use information provided by the Service Recipient to fulfill its legal obligations. The Service Recipient has the right to access the content of their data and the right to rectify, delete, restrict processing, the right to data portability, and the right to lodge a complaint with the President of the Personal Data Protection Office. The Service Recipient has the right to object to the processing for reasons related to their particular situation. To learn more about how we use data, please visit <https://xpress.delivery/privacy-policy/>.
3. The Service Recipient has the right to withdraw consent at any time. Withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.
4. Xpress Delivery will collect, store, and process personal data provided by the Service Recipient or the Recipient to the extent necessary to provide the Services, in accordance with applicable law.
5. For all matters related to the processing of personal data, please contact Xpress Delivery by post or by email at: rodo@xpress.delivery.
6. In matters not regulated by these Regulations, the provisions of the Transportation Law and the provisions of the Civil Code shall apply.