

TERMS OF USE OF WOLVES MATCH

§ 1. GENERAL PROVISIONS

1. These Terms shall apply to the use of the Website of WolvesGate.com, maintained by the Website Controllers, i.e. **Wolves Den Sp. z o.o.**, al. Zwycięstwa 96/98, 81-451 Gdynia, NIP: PL5862296113, REGON: 361154829, registered in the National Court Register (KRS) by Gdańsk Północ Court under the following number: 0000551363 and **Bridge – East Capital Sp. z o.o.** w organizacji, company in the process of registration, ul. Rubinowa 8, Tyniec Mały, 55-040 Tyniec Mały, NIP: 8961588435, webpage <https://match.wolvesgate.com>.
2. The Terms define in particular the rights and obligations of Website Users and the rights, obligations and scope of liability of the Controllers.
3. The use of the Website shall require registration on the Website and opening a User Account. The Registration on the Website shall require getting familiar with the content of the Terms.
4. By proceeding to use the Website the User declares that he/she has become familiar with the Terms, understands them and undertakes to comply with them.
5. Acceptance of the Terms shall constitute the conclusion of an agreement with the Controllers regarding the provision of services by electronic means as regards maintaining the User Account and any other Services described in the Terms.
6. The Website constitutes the ownership of the Website Controllers. The Controllers may add, edit, change and remove any contents placed on the Website, in the whole or a part. The Website name, the logo, principles of the functioning of the Website, all its graphic elements and the interface as well as the software on which it is based, the webpage code and databases of the Controllers shall be subject to legal protection under the provisions of the Copyright and Related Rights Act of 4 February 1994 (consolidated text of 5 April 2017, Dz.U. of 2017, item 880), the Industrial Property Law of 30 June 2000 (consolidated text of 5 April 2017, Dz.U. of 2017, item 776), the Database Protection Act of 27 July 2001 (Dz. U. No. 128, item 1402, as amended) and any other mandatory legal provisions.

§ 2. DEFINITIONS

For the purpose of the Terms the following expressions shall be understood as follows:

1. **Controllers – Wolves Den Sp. z o.o.**, al. Zwycięstwa 96/98, 81-451 Gdynia, NIP: PL5862296113, REGON: 361154829, registered in the National Court Register (KRS) by Gdańsk Północ Court under the following number: 0000551363 and **Bridge – East Capital Sp. z o.o.** w organizacji, company in the process of registration, ul. Rubinowa 8, Tyniec Mały, 55-040 Tyniec Mały, NIP: 8961588435;
2. **Password** - a unique sequence of characters created by the User, providing the User with access to the User Account.
3. **User Account** - the collection of resources and rights, assigned to the User on the Website, containing information necessary for the authorisation of the User on the Website;
4. **Login** - the User's e-mail address used for his/her identification together with the Password, necessary for the authorisation of the User in the course of gaining access to the Website; the login also allows for identification of the User at the time of using the Website;
5. **Payment Processor** - a legal person providing payment services, offering an opportunity to make and receive payments on the Internet, The Payment Processor is an intermediary in the fulfilment of the pecuniary performance connected with the use of the Website by the User;
6. **Terms** - these Terms of use of the Website, defining the rights and obligations of Users and the Controllers and the principles of using the Website and the Services provided by the Controllers;
7. **Registration** - a single activity performed by the User, consisting in opening a User Account and definition of the Login and the Password;
8. **Website**- the webpage available at <https://match.wolvesgate.com>, and at any other address at which the Controllers maintains the Website, constituting an on-line platform owned by the Controllers, composed of a wide range of elements characteristic of websites and the Services provided to Users, described in the Terms;
9. **ICT System** - the set of IT equipment and software cooperating with one another, providing for processing and storage, sending and receiving data through telecommunication networks with the use of a terminal device characteristic of a given type of the ICT network;
10. **Electronic services** - the services provided without simultaneous presence of the parties (in a remote manner) through transfer of data at an individual request of the recipient, sent and received with the use of equipment for electronic processing, including digital compression and data storage, broadcast, received or transmitted in the whole through a telecommunication network within the meaning of the Telecommunication Law of 16 July 2004;
11. **Service** - Wolves Match Platform on which Users may establish contacts with other Users (Start-up, Investor, Corporate) and any other electronic services provided by the Controllers;
12. **User** - a person who gains access to the Website, who has a User Account, being a natural person with full legal capacity, a legal person or an

unincorporated association granted legal capacity by the act, who uses the Website; The User may have one of the three statuses: Corporate, Investor or Start-up. A Start-up User looks for, as a rule, potential Investors and partners, presents his/her organisation in compliance with the Website criteria and makes a decision about the information he/she wishes to disclose. An Investor User may view contents made available by Start-up Users, look for a potential Start-up in which he/she would like to invest. A Corporate User may choose an investment and a partnership with a Start-up User.

§ 3.

SUBJECT OF THE SERVICES

1. The Website offers access to the Services and the opportunity to use the contents of the Website in compliance with the Terms or any additional terms and conditions published by the Controllers.
2. The User may create a profile of his/her own organisation, with the use of which he/she may search for other Users and establish relations with them.
3. As part of the Website the Controllers makes available the virtual space for:
 1. Opening a User Account for Start-up, Investor and Corporate Users;
 2. View the information made available by Users;
 3. Gather data related to the services offered by Users;
 4. Contact other Users in an anonymous manner through an internal communicator;
 5. Add offers and search for Users of different statuses.
4. The Website may contain information about the services offered by Website Users, the Controllers and, upon the Controllers's consent, third parties.
5. The Controllers may also offer Users intermediation services within the scope of the conclusion of agreements. For this purpose, on the basis of a consent, if any, given to sending trade information, the Controllers may send an enquiry about the User's needs or personalised trade information related to a proposal to be an intermediary as regards the conclusion of an agreement.

§ 4.

ADDITIONAL INFORMATION ABOUT SERVICES

1. The Controllers assures the functioning of the ICT system used by it, so that each User may, free of charge, cease to use the electronic services at any time.
2. The Controllers assures the functioning of the ICT system used by it, in the manner preventing access of unauthorised persons to the contents of the message composing the electronic services.
3. The Controllers assures unequivocal identification of the parties to the electronic service.

4. For the purpose of using the Website the User should meet the following technical requirements, necessary for the cooperation with the Controllers's ICT system:
 1. Have a device allowing for using the Internet;
 2. Have a connection with the Internet;
 3. Have a browser in the up-to-date version, allowing to display webpages, with activated service of cookies, serving coded SSL and JavaScript connections;
 4. Have an active e-mail account;
5. The Controllers reserves a right to intervene with the technical structure of the User Account for the purpose of diagnosing any irregularities in the functioning of the Website, and may modify and otherwise affect the technical aspect of the User Account, for the purpose of its modification or restoration of the proper functioning of the User Account or the Website.
6. The Controllers may, at a request of and upon a consent of the User, intervene with the activities performed by the User and the information introduced to the Website and it may modify the information introduced to the Website by the User.

§ 5. USER ACCOUNT REGISTRATION

1. The status of the User and the access to the User Account shall be gained by means of Registration on the Website. In order to register, the User has to choose the User status, indicate the e-mail address and define the password, and next correctly complete the fields of the registration form on the Website and accept the consents defined in Section 3 below. To make Registration it is necessary to provide relevant personal data, including in particular the e-mail address for contacts with the User.
2. After the Registration and acceptance of the Terms by the User an Agreement shall be concluded between the User and the Controllers. These Terms constitute the content of the agreement.
3. By registering an Account on the Website the User accepts these Terms, except the provisions for which a separate consent shall be given in the form of a checkbox or a displayed informative box. A separate consent may be given in particular to acceptance of cookies and other elements, with regard to which the User will be expressly notified of the necessity to give a consent prior to proceeding to using a given element (consent given on an optional basis).
4. By making the Registration and accepting the Terms the User declares that:
 1. he/she is aware of liability, in connection with the use of the Website, for treating confidentially the data related to his/her User Account, including in particular the Password; the access of any third parties to the terminal devices of the User and any activities performed as part of or with the use of the User Account;

2. he/she is aware that the provision of untrue data or information and using third party's data for the purpose of using the Website may be subject to penal or civil liability.
5. The User may not select a Login that is offensive, vulgar, identifies any other person, violates good customs or the principles of the community life or violates third party rights.
6. The Controllers reserves a right to refuse to register the User Account whose Login or any other identification data is already allocated to any other User or does not comply with the above principles.
7. By sending the registration form the User confirms that the provided data is complete and true, does not violate third party rights and declares that he/she has made himself/herself familiar with the Terms and accepts all provisions hereof.
8. Following correct completion of the fields of the registration form an e-mail shall be sent to the e-mail address provided by the User, confirming Registration.
9. The Users' data shall be gathered and processed in compliance with applicable legal provisions in force and in compliance with the Privacy Policy.
10. The User undertakes not to make available data allowing for logging on the Website by any third parties, otherwise it shall bear liability for any resulting damage. In the event that any third party comes into possession of data allowing for logging on the Website, and in the event of justified suspicion of loss of data, the User should change the Password, if possible, or notify the Controllers of the loss of access data.
11. One User may not have more than one User Account. The Controllers shall refuse to register such an Account or delete the Accounts of the same User. The Controllers reserves a right to suspend the User Account for the purpose of clarification of the suspicion related to multiple Registration of the Account on the Website by the same person. If the User is aware of the fact that any other person uses, will use or expresses an interest in using the Website as part of one Local Area Network, it shall notify the Controllers.

§ 6. THE USER'S LIABILITY

1. While using the Website Users shall follow the Terms.
2. Users shall bear full liability for violation of legal provisions in force or any damage suffered by the Controllers, in particular as a result of provision of untrue data, violation of personality rights or other rights of third parties, including copyright and other intellectual property rights.
3. The User may not place on the Website any contents commonly perceived as offensive, illegal, pornographic, vulgar, obscene, violating personality rights of third parties, encouraging to commit a crime, promoting totalitarian systems, encouraging to hatred or promoting violence.
4. By making available any materials on the Website the User declares that:

1. He/she is the author of the materials or holds rights or consents required under legal provisions to place them on the Website or that the materials placed by him/her come from a legal source;
 2. The materials placed by him/her are free from any legal defects;
 3. He/she expresses a consent to making available and placing by the Controllers of the materials without a significant modification thereof and expresses his/her consent to the conversion of the format of the data file.
5. Users may use the materials placed on the Website only for permitted personal use within the meaning of the Copyright and Related Rights Act of 4 February 1994. Any use of the contents of the Website that does not constitute permissible personal use set out above shall be forbidden and constitute violation of economic copyright (consolidated text of 5 April 2017, Dz.U. of 2017, item 880).

§ 7. THE CONTROLLERS'S LIABILITY

1. The Controllers shall bear no liability for defective functioning of the Website, including loss of the User's data, in the event of force majeure or illegal actions of third parties.
2. Users shall be notified in advance of any disturbances in the functioning of the Website resulting from modernisation works or works aimed at the improvement of the functioning of the Website.
3. The Controllers shall bear no liability for the services provided by any third parties, who provide the services for Users in their own name and on their own behalf. The entities providing such services shall be liable for the definition of the terms of such services and they shall be solely liable for the provision of such services. Any complaints in this respect directed to the Controllers shall be forwarded to such third parties.
4. In the event of placing on the Website any links to webpages of any other entities, the Controllers reserves that it may not affect the contents available on such webpages, it does not verify such contents and it does not affect the activity conducted by the Controllers of such webpages or their privacy policy, in view of which the Controllers recommends becoming familiar with all and any terms and conditions and any other documents, in particular the privacy policy.
5. The Controllers shall bear no liability for the contents provided and made available by Users. Such contents shall not constitute views or opinions of the Controllers. The Controllers shall bear no liability for illegal contents, if it prevented access to such contents immediately following the receipt of reliable information.
6. Apart from that, the Controllers shall bear no liability for:
 1. The manner of using the User Account by Website Users;
 2. Damage suffered by the User as a result of improper readout or saving of data downloaded by Users;

3. Damage resulting from breakdowns of the power grid or the ICT system;
 4. Damage suffered by the User as a result of threats on the Internet being beyond the control of the Controllers;
 5. The impossibility of logging onto the Website resulting from a poor quality of the connection, erroneous configuration of the User's software, a breakdown of the power grid or the ICT system.
7. In special cases that affect security or stability of the ICT system, the Controllers shall be entitled to temporarily suspend or limit the provision of the Services, without prior notification of the User. In particular, the Controllers shall be entitled to conduct maintenance works aimed at restoring security and stability of the ICT system. The User shall pursue no claims in connection with an interruption or the cessation of the provision of the Services by the Controllers.

§ 8.

FEE FOR THE USE OF THE WEBSITE

1. The User using a free version of the Website shall have access to general information defined by the Controllers and made available by other Users.
2. The User using a payable version of the Website shall have access to all information to the publication of which other Website Users gave their consent.
3. The use of the Website shall be free of charge, but certain functionalities, in particular access to detailed data of Users, shall be payable, and the terms of payment shall be defined by the User on the User Account.
4. At the time of the Registration the User may use a payable version of the Website and pay a fee for the use of payable functionalities of the Website. Payment for the use of the Website may be made as follows:
 1. Monthly subscription,
 2. Annual subscription.
5. The amount of the subscription fee and the detailed principles of payment for the Services are defined in the price list, available on the User Account after logging.
6. Payments may be made with the use of the on-line payment method made available by the Controllers.

§ 9.

PROTECTION OF THE USER'S DATA

1. At the time of the registration of the User Account on the Website the User gives his/her consent to placing his/her personal data in the Controllers's database and to its processing for the purpose of the provision of the Services. The provision by the User of personal data and a consent to its processing are necessary for using the Website and for the performance of the Services. The User shall be liable for the provision of untrue personal data.

2. The Controllers are joint controllers within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), provided by the User in the course of the Registration and in connection with the use of the Website.
3. The detailed principles of gathering and processing Users' personal data are described in the Privacy Policy.

§ 10. TERMINATION OF THE AGREEMENT

1. The agreement concluded as a result of the acceptance of these Terms by the User may be terminated at any time on the basis of a declaration submitted by the User on the resignation from using the Website. The termination of the agreement shall result in the deletion of the User Account.
2. A request for deleting the User Account shall be submitted to the Controllers in the electronic form from the e-mail address used for the Registration to the Controllers's address defined in tab "Contact", by providing one's Login in compliance with the data entered at the time of the Registration. The deletion of the User Account shall be understood as the submission of a declaration on termination of the agreement. The agreement shall be terminated at the time of the delivery of the request to the Controllers.
3. The User Account may be also deleted on the basis of a decision made by the Controllers, delivered to the User to the e-mail address provided by him/her at the time of the Registration, in the events and under the principles defined below.
4. The deletion of the User Account shall be irrevocable and result in simultaneous deletion of the User's personal data from the Website. The deletion of the User Account shall also result in ceasing to provide the Services defined in these Terms. The deletion of the User Account shall not exclude a possibility of making the Registration on the Website again.
5. The suspension of the User Account shall be effected as a result of a decision made by the Controllers, delivered to the User to the e-mail address provided by the User at the time of the Registration. The suspension of the User Account shall consist in temporary cessation of the provision of the Services by the Controllers.
6. In the event of the violation of the provisions of these Terms, the Controllers may suspend the User Account on a temporary basis. Not later than 7 (seven) days of the date of the suspension of the User Account the Controllers shall properly notify the User by e-mail to the e-mail address provided by the User at the time of the Registration of the reasons for suspending the User Account. The User may reply within 7 (seven) days. The User's reply shall be immediately considered by the Controllers and the Controllers shall make a decision about the further functioning of the User Account.

7. The Controllers may suspend or delete the User Account, in particular if the User:
 1. Uses the Website other than in compliance with these Terms;
 2. Places contents defined in § 6 hereof as impermissible contents;
 3. Sends unordered trade information or spam;
 4. Makes available his/her User Account without the Controllers's consent.
8. The deletion of the User Account shall be preceded with requesting the User by the Controllers to cease to make the violations and setting the User relevant time limits. The request shall be made by e-mail to the e-mail address provided by the User at the time of the Registration. A failure to meet the request within the set time limits shall result in the termination of the Agreement by the Controllers with the immediate effect, of which the User shall be notified by e-mail to the e-mail address provided by the User at the time of the Registration.
9. Deletion of the Account shall not release the User from all his/her obligations, if any, towards the Controllers, the User or third parties, arising out of or in connection with the Website.

§ 11. COMPLAINTS

1. The User may file a complaint if the Services provided for herein are not performed or are performed other than in compliance with the provisions hereof.
2. Complaints shall be filed to the Controllers's e-mail address contact@wolvesgate.com
3. A properly filed complaint shall be considered within 14 (fourteen) days. The time limits for considering a complaint may be extended, of which the User shall be notified by e-mail, if the consideration of the complaint requires obtaining any special information or in the event of any other difficulties being beyond the Controllers's control or if it is necessary to obtain any additional information from the User. The time needed for providing additional information by the User shall each time extend the time limits for considering the complaint.
4. Sending a complaint by the User in the electronic form shall be deemed as expression of his/her consent to receiving a reply from the Controllers in the electronic form, unless the User reserves in the content of the complaint that he/she expects a reply in writing.
5. The Controllers reserves a right not to reply to an obviously groundless complaint, in particular to the extent the complaint has already been considered towards a given person.
6. The Controllers shall not consider complaints whose subject is the User's liability arising in connection with a failure to meet the obligations contracted by the User towards any other Users.

§ 12. AMENDMENTS TO THE TERMS

1. The Controllers reserves a right to modify the Terms.
2. The amendments to the Terms shall apply from the date indicated in the amended Terms, but not sooner than the date of the publication of the amended Terms on the Website.
3. Any amendments to the Terms shall be published on the Website and Users shall be notified by e-mail sent to the e-mail address provided at the time of the Registration, and with the use of a message displayed after logging onto the User Account.
4. Within 7 days of the effective date of the amended Terms the User shall be entitled to make a declaration on a lack of a consent to the amended Terms. The said declaration shall be deemed as termination by the User of the agreement concluded with the Controllers.
5. A failure to make the declaration in compliance with Section 4 above shall be deemed as giving the User's consent to being bound by the amended Terms.

§ 13. FINAL PROVISIONS

1. The Terms shall become effective from 13/08/2019.
2. Any disputes between the Controllers and Users, and between particular Users shall be subject to determination in compliance with the Polish law.
3. The Controllers reserves a priority right as regards the determination of any disputes between Users, arising from the use of the Website. In the event of any dispute between Users the Controllers shall each time propose the form of the dispute resolution within 14 (fourteen) days of the receipt of a notice of the dispute.
4. If any provision hereof is found illegal, it shall not affect the effectiveness or validity of the other provisions hereof.
5. The Controllers reserves a right to analyse the information and the contents placed on the Website with the use of relevant algorithms, and in particular with the use of data structuring, and next, to use so generated information in an anonymised manner. Processing data as defined in this Section shall not constitute profiling set out in Article 4 item 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (O J EU L 119, 4.5.2016, pp. 1–88).
6. The Controllers reserves a right to anonymously publish the contents directed to the Controllers by Users, related to the functioning of the Website, advice, and any other contents, if the Controllers considers the replies to such contents as worth publication (e.g. in the form of FAQs).

7. The User gives his/her consent to the use by the Controllers of electronic invoices and to sending them to the e-mail address indicated at the time of the Registration, in compliance with Article 106n Section 1 of the Goods and Services Tax Act of 11 March 2004 (consolidated text, Dz.U. of 2017, item 1221).
8. The current version of the Terms is available at: <https://match.wolvesgate.com/terms-of-use>