

Terms and Conditions for the Provision of Electronic Services by PROMY24.COM valid until 17 June 2026

1.1. The website operating at PROMY24.COM is run by Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa Spółka Akcyjna, with its registered office at ul. Kołobrzeska 28, 80-394 Gdańsk (hereinafter also referred to as the “Administrator”), entered in the Register of Entrepreneurs of the National Court Register by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, under KRS number: 0000066693, share capital of PLN 556,227.00 paid in full, Tax Identification Number (NIP): 584-10-31-823, email address:bok@promy24.com .

1.2 The names “PROMY24” and “PROMY24.COM” and the PROMY24 logo are registered trademarks and may not be used in advertising or related publications without the written consent of Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa Spółka Akcyjna, given in writing under pain of nullity.

1.3 The content of the Website (texts, graphics, logos, mechanisms, software and solutions, technical specifications and product descriptions, and files contained therein) and all its parts are the property of Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa Spółka Akcyjna and its subsidiaries.

1.4 All content of the Website is protected under Polish and international copyright law. Copying for commercial or non-private purposes, reproduction, distribution by any printing or electronic means, or any other use, in whole or in part, of information, data and other content from the website located at PROMY24.COM without the owner’s written consent, given under pain of nullity, is prohibited.

1.5. Pursuant to Article 8(1)(1) of the Act on the Provision of Electronic Services, PROMY24.COM, belonging to the entity specified in point 1.1 of these Terms and Conditions, hereby establishes these Terms and Conditions for the provision of electronic services, hereinafter referred to as the “Terms and Conditions”, and undertakes to comply with them.

1.6. The Terms and Conditions are made available free of charge on the PROMY24.COM website in a form that allows them to be accessed, viewed, saved and printed. Anyone may familiarise themselves with the content of these Terms and Conditions.

1.7. Commencing use of the Services via the Website available at the PROMY24.COM domain constitutes acceptance of these Terms and Conditions and the conclusion of a contract for the provision of electronic services. The User may cease using the Services at any time; in such a case, the contract for the provision of electronic services is terminated upon leaving the website. Unless expressly stated otherwise, the materials

or commercial information published on the website do not constitute an offer within the meaning of the Civil Code.

1.8. Definitions

Definitions of terms used in the Terms and Conditions:

1.8.1. Telecommunications Law – the Act of 16 July 2004 on Telecommunications Law (Journal of Laws, item 1648, as amended).

1.8.2. Electronic Communications Law – the Act of 12 July 2024 on Electronic Communications (Journal of Laws, item 1221, as amended).

1.8.3. Act on the Provision of Electronic Services – Act of 18 July 2002 on the Provision of Electronic Services (Journal of Laws, item 1513, as amended).

1.8.4. ICT system – a set of interconnected IT devices and software ensuring the processing and storage, as well as the sending and receiving of data via

telecommunications networks using terminal equipment appropriate for the given type of telecommunications network, within the meaning of the Telecommunications Law and the Electronic Communications Law.

1.8.5. Services provided electronically, Services or the Agreement – the performance of a service provided without the simultaneous presence of the parties (remotely), through the transmission of data at the individual request of the service recipient, sent and received using equipment for electronic data processing, including digital compression, and data storage, which is entirely sent, received or transmitted via a telecommunications network within the meaning of the Telecommunications Law and the Electronic Communications Law.

1.8.6. Means of electronic communication – technical solutions, including ICT equipment and associated software tools, enabling individual remote communication through the transmission of data between ICT systems, and in particular email.

1.8.7. User – an entity using the services of PROMY24.COM, which is a party to the service agreement and is a natural person (who is at least 18 years of age and has full legal capacity), a legal person, or an organisational unit without legal personality, who undertakes to comply with these Terms and Conditions; In particular, a User is an entity that orders the provision of specific services electronically in accordance with the rules set out below.

1.8.8. Search module – a module designed by PROMY24.COM and hosted on the Portal, enabling the User to conclude a Booking Order agreement. This module allows the calculation of the fee for individual bookings enabling a ferry crossing, bridge crossing,

tunnel crossing or train journey based on the data provided by the User, which PROMY24.COM deems necessary to calculate the fee.

1.8.9. Commercial Information – any information intended directly or indirectly to provide information about the services or image of PROMY24.COM, excluding information enabling communication via electronic means with a specific person and information about goods and services not intended to achieve a commercial effect desired by PROMY24.COM.

1.8.10. Ferry Forwarder – a PROMY24.COM employee authorised to prepare quotations for Services offered by PROMY24.COM, conclude contracts, and provide information regarding the Services provided by PROMY24.COM.

1.8.11. Booking Order or Order – a contract concluded on a case-by-case basis for individual bookings enabling a ferry crossing, bridge crossing, tunnel crossing or train journey between PROMY24.COM and the User.

1.8.12. Privacy Policy – the rules governing the collection and processing of Users' personal data, as well as the storage and protection of information.

1.8.13. Offer – an individual booking offer enabling travel by ferry, bridge, tunnel or train, prepared by PROMY24.COM's Ferry Forwarders and addressed to the User, created on the basis of data provided by the User and a calculation carried out on that basis in the search engine module.

1.8.14. General Conditions of Carriage (abbreviated as GCC) – the general terms and conditions for the provision of services by maritime, inland waterway and rail carriers, as well as road and bridge managers or operators, made available via the Portal. This term refers in particular to the additional general contractual terms and conditions specified by individual ferry operators, tunnel and crossing operators, which may be downloaded, read and saved on the PROMY24.COM website, and which apply in each case when selecting an offer from a particular maritime, inland waterway or rail operator, or road and bridge managers or operators, without the need to enter into an additional agreement.

1.8.15. Cookies – means IT data, in particular small text files, saved and stored on devices through which the User accesses the Website's web pages.

1.8.16. Administrator's Cookies – means Cookies placed by the Administrator, related to the provision of electronic services by the Administrator via the Website.

1.8.17. Third-party Cookies – means Cookies placed by the Administrator's partners via the Website.

1.8.18. Website or Portal or Domain – means, in each case, the website or application under which the Administrator operates the website, operating within the PROMY24.COM domain.

1.8.19. Ferry Carrier, Ferry Operator or Shipowner, whereby the above terms may be used interchangeably – the entity providing the service covered by the booking, in particular the entity carrying out the actual transport by ferry, train or via a tunnel, bridge or crossing.

1.8.20. Civil Code – the Act of 23 April 1964 – Civil Code (Journal of Laws, item 1071, as amended).

1.8.21. Consumer – a natural person entering into a legal transaction with a trader that is not directly related to their business or professional activity.

1.8.22. Professional – a natural person entering into a contract directly related to their business activity, where the content of that contract indicates that it is of a professional nature, arising in particular from the subject of their business activity, as disclosed under the provisions on the Central Register and Information on Economic Activity (CEIDG).

1.8.23. Consumer Rights Act – the Act of 30 May 2014 on consumer rights (Journal of Laws, item 1796, as amended).

1.8.24. BAF (Bunker Adjustment Factor) – a variable fuel surcharge, i.e. a surcharge on the basic sea freight rate, set periodically (e.g. monthly) by shipowners/carriers to offset any losses resulting from changes in the fuel market.

1.8.25. ETS (Emissions Trading System) – a charge applicable to all freight units, intended to cover the costs of purchasing European Union Allowances (EUAs) for carbon dioxide emissions by ferry operators. The charge is updated periodically, either monthly or quarterly.

1.8.26. Cargo tickets – booking a ticket in the operator's system for lorries, trailers and delivery vehicles. Cargo tickets are divided into two types: closed and open. A closed ticket is issued for a specific date and time of crossing or journey on a specific route. An open ticket allows for a single crossing or journey on a specific route within a time slot designated by the ferry operator.

1.8.27. Important Information Module – a module designed by PROMY24.COM and available on the Portal, enabling the User to familiarise themselves with the terms and conditions of a vehicle crossing or journey with a selected operator, with particular regard to the process and deadlines for submitting requests to amend or cancel a placed Order.

2. The terms and conditions for concluding and terminating the Contract, as well as the technical steps constituting the procedure for concluding the Contract, are set out in clauses 2 and 3 below.

2.1. Bookings may only be made on the Website available at PROMY24.COM, using the search module. After selecting the options required to conclude a specific booking Order, the User enters into the IT system the data necessary to calculate the booking fee and conclude the Contract. The User specifies the subject and scope of the booking and enters other data required by PROMY24.COM and/or the ferry operator/tunnel, road or bridge operator. Based on the information provided by the User using the search module, the IT system calculates the amount due for the booking based on the carriers' tariffs in force at the time and the C NBP exchange rate table on the date of the booking, taking into account any current discounts granted to the User.

2.2. Whilst entering the data required for the booking request, this data is validated in real time (the User is kept informed of any errors that can be identified by the IT system whilst filling in the application fields via appropriate messages). Before finally submitting the booking confirmation, the User receives a summary of the submitted booking, along with the option to modify any details they believe to have been entered incorrectly.

2.3. The User is obliged to provide correct data when using the search module. The User is liable for any incorrect, erroneous, false or incomplete data provided. PROMY24.COM shall not be liable, in particular, to third parties whose data has been included in the application form without their knowledge or consent.

2.4. When entering data in the search module, you may use the context-sensitive help, which provides an explanation or a hint on how to complete a particular field. The context-sensitive help includes explanations of terms used in the module, hints on where to find the information needed to complete specific fields, and explanations of abbreviations used in the search module.

2.5. The user may start and stop using the search module at any time.

2.6. The User logs in to place a Booking Order using a unique username and password.

2.7. Submitting a Booking Order constitutes confirmation that the User has read, understood and accepted the rules set out in the General Conditions of Carriage and in the Important Information section, as well as acceptance and confirmation of understanding of these Terms and Conditions.

2.8. After placing a Booking Order, the User may submit a request to amend the Order details by using the relevant function available in the User panel within the Order management module. Submitting a request for a change via the aforementioned module does not automatically result in a change to the submitted Booking. Requests for

changes submitted in this way may be accepted or rejected by the Ferry Operator, of which the User is immediately informed by email.

2.9. All operations and instructions issued via the search engine module and in the User panel, provided the User has correctly entered the information required by PROMY24.COM, are deemed to have been issued by the User. PROMY24.COM shall not be liable in the event that unauthorised persons use the Service using the aforementioned User data. PROMY24.COM draws attention to the need for the User to maintain appropriate security measures, in particular not to disclose the information required to place a booking Order and not to share the password and login referred to in these Terms and Conditions.

2.10. In the event of the loss of the login and/or password referred to in clause 2.6 of these Terms and Conditions, the User will lose the ability to place a booking via PROMY24.COM. In such a case, any modifications to the stored data will only be possible via the Ferry Operator. To contact the Ferry Operator, the User may use the email address: bok@promy24.com or the telephone number +48 502 310 375. Assistance in regaining access will be provided without undue delay, no later than within 7 working days.

2.11. To recover your password, please use the password change form available on PROMY24.COM.

2.12. Fields on forms available on PROMY24.COM which the User is required to complete are marked as mandatory when the form is submitted. Fields that are not essential for the provision of the Service are marked on the form as optional.

2.13. A User may have 3 types of permissions: Owner, Freight Forwarder and Vehicle Specialist. A User created on the basis of the data provided on the account registration form automatically obtains administrative account permissions designated in the User panel as Owner. A User with Owner permissions may create additional Users for the account of which they are the administrator and assign them one of the three aforementioned permission categories.

3. Detailed description of the procedure for concluding the Agreement

3.1. Using the search module on the PROMY24.COM homepage, the User selects the ferry crossing, bridge, tunnel or train journey options they are interested in. They select a route by entering the names of ports, countries or destinations, or by going to the map screen and clicking on the relevant connection. In addition, the User provides details regarding the type of journey, the date and time of the crossing, the length of the vehicle, the number of drivers and the weight of the load.

3.2. After selecting the options described in point 3.1, the search module returns a price quote in the next step. The prices provided in this step are net prices, including BAF and ETS, and are calculated based on the data entered by the User in accordance with point 3.1.

3.3. To select a specific item from the price quote, you must log in. After logging in and selecting an item, the User is shown the total amount payable, including all price components. The User is required to complete the vehicle and cargo details; if these affect the total price, it is updated in real time.

3.4. If the User has individual rates different from the quoted price, which have been agreed with the Ferry Forwarder PROMY24.COM, the prices will update to reflect these upon logging in.

3.5. If the User does not have a deferred payment term agreed with the Ferry Forwarder, they may pay for the Order via online payment. To make the payment, the User is redirected to the external website of the online payment operator, where they complete the payment.

The online payment operator is Autopay Spółka Akcyjna, with its registered office at ul. Powstańców Warszawy 6, 81-718 Sopot, registered with the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register, under KRS number: 0000320590.

If the User has a deferred payment term, the Order placed by them is processed without this step.

3.6 For non-refundable tickets, online payment is possible once the ferry operator has verified the Order and generated a payment link. The User receives a payment link via email, along with a notification that the Order is awaiting payment in order to be processed. Payment for the Order can also be made by selecting the appropriate option available on the Order management screen in the User's dashboard.

3.7. After placing a booking Order, the User receives a detailed summary of the Order placed, including its current status, at the email address provided during registration. Current details and the order status are available in the User's dashboard after logging into the account.

3.8. Upon receipt of payment confirmation, if required, the Ferry Operator sends the User, via the selected communication channel (email, SMS), confirmation of the booking, including the booking number and/or booking status, if applicable for the route selected by the User.

3.9. Orders are processed without undue delay. Order processing may be limited at any given time due to the specific nature of the selected operator's operations. The User is informed of the above limitations when placing an order.

3.10. An invoice for the Services provided is issued after the vehicle has crossed or passed through, and in the case of entities registered in Poland, it is sent to the National e-Invoice System (KSeF) in accordance with applicable law and the schedule for the implementation of mandatory e-invoicing. In the case of foreign entities or to the extent permitted by law, the invoice is sent to the User by email to the address provided during registration.

3.11. If:

- the actual condition of the vehicle and/or cargo during the crossing or journey differed from the details declared by the User when placing the Order, or
- the crossing or journey, in the case of open tickets, took place on a date other than that declared in the Order, or
- other conditions specified in the Important Information section, available both during and after placing the Order, have been met, then, in the event of a discrepancy between the price calculated in the search module when placing the Order and the price resulting from the occurrence of the abovementioned conditions, the User is obliged to pay a surcharge equal to the amount of that difference.

4. Services

4.1. Pursuant to these Terms and Conditions, PROMY24.COM provides the User, via the website, with electronic Services enabling the conclusion of a booking Order and familiarisation with the offer and activities of PROMY24.COM; to this end, it provides:

- 1) information relating to the range of ferry connections offered, rail connections operated, bridges and tunnels, and the activities of PROMY24.COM,
- 2) a search module enabling the User to familiarise themselves with the range of services provided by PROMY24.COM, compiled on the basis of information provided by the User, and to submit an electronic application to conclude a “Booking Order” Agreement based on the offer generated in the aforementioned module. Through the search module, the User may enter into a “Booking Order” contract, subject to the General Conditions of Carriage available on PROMY24.COM.

The search module allows the calculation of the fee for individual bookings enabling a ferry crossing, bridge crossing, tunnel crossing or train journey based on the data provided by the User, which PROMY24.COM deems necessary to calculate the fee.

5. User Panel

5.1. The User Panel consists of the following modules:

- 1) Reservations – a list of Orders placed by the User and the ability to manage them by submitting requests for changes and cancellations, as well as paying for Orders,
- 2) Company data – a display of the registered entity’s details,
- 3) My data – a display of the logged-in User’s details, with the option to edit them, excluding the email address,
- 4) Vehicles – a list and the ability to add, edit and delete the User’s vehicles, which can be selected when placing an Order,
- 5) Users – a list and the option to add, edit and delete Users using the account,
- 6) Consents – a list and the option to change the required and optional consents presented to the User on the portal.

Access to selected modules from the above list may be restricted due to the permissions granted to the User, as referred to in point 2.13.

6. Terms and conditions for concluding and terminating contracts for the provision of electronic services

6.1. The User may cease using the Services at any time. The legal consequences of ceasing to use the Services are determined by mandatory provisions of law applicable to the legal nature of the service provided, as well as the factual circumstances.

6.2. Subject to clause 8.4, the Agreement for the provision of Services by electronic means is automatically terminated without the need for any further notice upon the User leaving the PROMY24.COM Portal website on which the Service is provided, unless the User has submitted a legally binding booking request. In this case, the Agreement is terminated in accordance with the terms agreed by the parties or these Terms and Conditions.

6.3. The “Booking Order” Agreement is terminated within the timeframe in accordance with the cancellation procedures of the individual carriers, road, bridge, tunnel or train operators for whose services the User has made a booking, in accordance with their General Conditions of Carriage available on PROMY24.COM.

6.4. The Portal declares that, as a general rule – subject to the exceptions set out in the General Conditions of Carriage of individual operators and in the Important Information section – in the event of cancellation of a booking, a refund of the payment made by the User shall always be issued if the booked crossing did not take place. A refund of the payment made by the User via an e-transfer processed by an online payment provider will be credited back to the sender’s bank account. A refund of the payment made by the User using a payment card will be credited to the bank account associated with the card

used for payment. The refund of the payment made by the Customer shall be made within 14 days.

6.5. PROMY24.COM hereby informs that exceptions to the rule set out in clause 6.4 have been provided for by individual operators in their General Conditions of Carriage and are included in the Important Information section – NO SHOW charges imposed by the ferry operator for failure to complete the ferry service, regardless of the reasons for such failure.

6.6. In all cases, PROMY24.COM reserves the right to state that where cancellation of a booking is due to the User's fault – understood to mean, for example, providing incorrect details, failure to present the vehicle, cancellation after the free cancellation period has expired, etc. – the amount due for refund may be reduced by a contractual penalty of 10% of the amount due for refund.

7. Liability

7.1. The User may not use the Services anonymously, as the nature of the Service requires the provision of personal data, and the obligation to provide personal data may also arise from the manner in which the Service is used. However, in the event of unauthorised use of the Service, i.e. use in a manner inconsistent with these Terms and Conditions or applicable law, PROMY24.COM has the right to process the User's personal data to the extent necessary to establish their liability. PROMY24.COM will notify the User of unauthorised activities, demanding that they cease immediately, and of the processing of personal data for the purpose specified above.

7.2. The User is prohibited from providing content that is unlawful, offensive, untrue or misleading, content containing viruses, or content that may cause disruption or damage to computer systems. Should PROMY24.COM receive credible information regarding the unlawful nature of data stored and provided by the User, PROMY24.COM may block access to such data. PROMY24.COM shall not be liable to the User for any loss or damage arising from the blocking of access to data containing unlawful content. Should PROMY24.COM receive credible information regarding the unlawful nature of the data, it shall notify the User of its intention to block access to the data. Should the User provide the content and data referred to above, PROMY24.COM shall be entitled to bring a claim for damages directly against the User, in accordance with the provisions of the Civil Code.

7.3. Where the Service requires the User to provide specific information, the User undertakes to provide information that is true, accurate, complete and not misleading. The User bears full responsibility for any consequences arising from the User's incorrect completion of forms on the Portal, in particular where the User provides incorrect or false information.

7.4. PROMY24.COM shall not be liable for any lack of access to the Portal for reasons beyond the control of PROMY24.COM. For security reasons or any other reasons beyond the control of PROMY24.COM, PROMY24.COM reserves the right to temporarily suspend access to the Portal for the period necessary to remove any threats or irregularities. PROMY24.COM shall not be liable for any temporary suspension of access to the Portal.

7.5. PROMY24.COM provides links to third-party websites on the Portal's pages. By using such links, the User leaves the Portal's pages. PROMY24.COM accepts no liability whatsoever for the content of third-party websites, the software, products and materials available there, nor is it responsible for the consequences of their use. The User, when attempting to access third-party websites linked to the Portal, does so at their own risk.

7.6. Subject to the limitations arising from mandatory provisions of law, PROMY24.COM shall not be liable for any damage arising in connection with the Portal or its use, or the inability to use it by any party, or in connection with malfunction, errors, omissions, disruptions, defects, delays in operation or transmission, computer viruses, or failures of the line or system. The above limitations of liability do not exclude or limit the rights of Consumers and Professionals arising from mandatory provisions of law.

7.7. In the event of any irregularities in the use of the Portal, in particular the occurrence of circumstances that could harm the interests of the User or PROMY24.COM, PROMY24.COM shall have the right to block access to the Portal for a period determined by PROMY24.COM. PROMY24.COM shall not be liable for blocking access to the Portal.

7.8. PROMY24.COM shall not be liable for the User's use of the Portal in a manner contrary to the provisions of these Terms and Conditions.

7.9. PROMY24.COM shall be liable for ferry downtime:

- a) only and exclusively where it has expressly accepted such liability under the terms of a separate agreement;
- b) to the extent specified in the aforementioned separate agreement.

7.10. PROMY24.COM shall not be liable:

- a) for damage and/or loss caused by natural disasters or other events of force majeure;
- b) for damage and/or loss resulting from strikes by employees of PROMY24.COM and/or its contractors and employees of port companies, as well as lockouts;
- c) for damage and/or loss arising from war, rebellion, civil unrest, etc.;
- d) for damage and/or loss caused by orders or actions of administrative authorities;
- e) for damage and/or loss caused by the unavailability of labour and/or other services necessary for the operation of PROMY24.COM and/or its contractors, as well as employees of port and ferry companies;

- f) for damage and/or loss resulting from fires, explosions or theft – except where such damage arises from the negligence of PROMY24.COM;
- g) for damage and/or loss caused by the actions of the User and persons acting on their behalf;
- h) for damage and/or loss resulting from the properties and defects inherent in the cargo and/or packaging;
- i) for losses caused by the late arrival of cargo and the downtime of the User's means of transport;
- j) for the condition of weather-sensitive cargo stored outdoors, unless PROMY24.COM decides otherwise;
- k) for damage caused by improper stowage or securing of the User's vehicle or the cargo placed on it;
- l) for damage the detection of which requires a specialist technical inspection, and such an inspection has not been commissioned by the User;
- m) for consequences resulting from the Order being completed inadequately or incorrectly;
- n) for damage caused by the physical, chemical and biological properties of goods carried by the User or other passengers on the ferry.

7.11. PROMY24.COM's liability covers claims arising from a direct and normal cause-and-effect relationship.

7.12. The amount of compensation for damage for which PROMY24.COM is liable under these Terms and Conditions in respect of any single incident shall not exceed:

(1) the amount of compensation for damage for which PROMY24.COM is liable shall not exceed the normal value of the User's damaged goods – where the compensation relates to part of a consignment, the compensation shall not exceed the normal value of that part of the consignment in proportion to the normal value of the entire consignment;

(2) the amount of compensation for damage for which PROMY24.COM is liable shall not exceed the reasonable costs of repair;

(3) in any other case, the amount of compensation for damage for which PROMY24.COM is liable shall not exceed USD 2,500.00. The limitations of liability set out in this clause shall not apply to Consumers and Professionals to the extent that this would be contrary to mandatory provisions of law.

7.13. In the event of loss or damage to goods arising from the performance of the contract of carriage, the limitations of liability and defences available to the carrier under that contract of carriage shall also apply to PROMY24.COM.

7.14. PROMY24.COM shall not be liable for any delay in the vessel, delay in the delivery of goods carried by the User, or delay in the availability of ferries. PROMY24.COM shall also not be liable for the consequences of the aforementioned delays in the form of loss of income, loss of profits or loss of contracts, labour costs, inspection costs, or for any indirect or consequential loss or damage of any kind.

7.15 If applicable law provides for a different limitation of liability for PROMY24.COM, the choice of the limitation to be applied shall rest with PROMY24.COM.

8. Complaints

8.1. Users have the right to lodge complaints regarding matters relating to the Agreements.

8.2. Complaints regarding the provision of Services by PROMY24.COM, including the conclusion and performance of the Contract, must be submitted:

a. in writing to the following address: Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa Spółka Akcyjna, ul. Kołobrzeska 28; 80-394 Gdańsk or

b. by email to: bok@promy24.com.

8.3. A correctly submitted complaint should contain the following details: the User's first name and surname, the booking number or invoice number (if a Contract has been concluded), and a description of the issue giving rise to the complaint.

8.4. If the User disagrees with PROMY24.COM's decisions regarding the refusal to satisfy a claim or the amount of the benefit or compensation, or wishes to lodge a complaint or grievance relating to the conclusion or performance of the Contract, they may submit a request for the matter to be considered, addressed to the Management Board of Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa Spółka Akcyjna.

8.5. Requests, complaints or grievances referred to in paragraphs 8.3–8.4 above shall be considered within 14 calendar days of receipt by the Portal. The Portal shall take steps to clarify the matter or resolve the issue. The Portal shall inform the User of the outcome of the request in writing, by telephone or electronically to the email address provided in the complaint form or in the booking request.

8.6. Consumers and Professionals are entitled to use out-of-court complaint handling and redress procedures. Detailed information regarding the possibility of using out-of-court complaint handling and redress procedures is available on the website of the Office of Competition and Consumer Protection at: <https://polubowne.uokik.gov.pl/>.

Furthermore, the rules governing access to out-of-court complaint handling and redress procedures are available at the offices and on the websites of district (municipal)

consumer ombudsmen, social organisations whose statutory tasks include consumer protection, and Provincial Trade Inspection Inspectors. The use of out-of-court complaint handling and redress procedures is voluntary and may only take place if both parties agree to it.

9. Withdrawal from the contract for the provision of electronic services

9.1. A User who is a Consumer or a Professional may withdraw from the Contract within 14 days of its conclusion without giving any reason, subject to the provisions set out in the Information on the Right to Withdraw from the Contract, which forms Annex 1 to these Terms and Conditions.

9.2. Withdrawal from the Contract in the case referred to in paragraph 1 above may take place before the operator commences performance of the Service, by submitting a statement of withdrawal from the Contract to Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa Spółka Akcyjna. The statement may be submitted using the form set out in Appendix 2 to these Terms and Conditions. Use of the form set out in Appendix 2 to these Terms and Conditions is not mandatory, but ensures compliance with formal requirements. The notice of withdrawal from the Contract may be submitted in writing by post to the following address: Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa Spółka Akcyjna, ul. Kołobrzaska 28; 80-394 Gdańsk, or by email to: bok@promy24.com.

9.3. The right to withdraw from the Contract in the case referred to in clause 9.1. shall not apply if the Service has been fully performed with the User's express consent.

9.4. If the User withdraws from the Agreement in accordance with the terms set out in clause 9.1. before the operator commences performance of the Service, the User shall receive a full refund of the amount paid.

9.5. If the User withdraws from the Contract in accordance with the terms set out in clause 9.1 after the operator has commenced performance of the Service with the User's consent, the User shall receive a partial refund of the amount paid, in proportion to the extent of the service already provided. Refunds of payments made by the User via traditional bank transfer or e-transfer supported by the online payment operator shall be returned to the sender's bank account. Refunds of payments made by the User using a payment card shall be returned to the bank account associated with the card used for payment.

9.6. Refunds of amounts paid by the User in accordance with the rules set out in clauses 9.4. and 9.5. shall be made within 14 days of the User submitting a statement establishing their right to a refund.

10. Final provisions

10.1. The Agreement is concluded in Polish or English. Polish and/or English shall be used in communications with the User throughout the duration of the Agreement.

10.2. The Agreement is concluded in accordance with the laws in force in the Republic of Poland, which apply to the relationship between PROMY24.COM and the User prior to the conclusion of the Agreement, to its conclusion, and to its performance. In matters not covered by these Terms and Conditions for the provision of electronic services, and in particular regarding the submission of declarations of intent in electronic form, the provisions of the Civil Code, the Act on the Provision of Electronic Services, the Consumer Rights Act and other applicable legal acts shall apply.

10.3. PROMY24.COM reserves the right to amend these Terms and Conditions only for valid reasons, in particular in the event of: changes to applicable legal provisions affecting the content of the Terms and Conditions; changes to the manner of providing the Services resulting from technical or technological reasons; changes to the scope or nature of the Services provided. PROMY24.COM will notify Users of any amendments to the Terms and Conditions via a notice on the Portal. A User who does not accept the amendments to the Terms and Conditions has the right to terminate the contract for the provision of electronic services.

10.4. Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa Spółka Akcyjna processes personal data provided by Users in accordance with applicable legal provisions and in accordance with the Privacy Policy available on the website: <https://pks-sa.com/polityka-prywatnosci/>.

10.5. In the event of a dispute, the competent court for its adjudication shall be the common court located within the jurisdiction of the Court of Appeal in Gdańsk, in accordance with Polish law. In disputes involving Consumers, the jurisdiction of the court is governed by the applicable provisions of law.

Appendices:

- [Attachment no. 1 –](#)

[_Legal information concerning the withdrawal from the Contract.doc](#)

- [Attachment no. 2 – Contract withdrawal form template.doc](#)