

**Regulations for the Use of Hosting  
Services Provided by OTCF S.A.  
Through the Service of the Online Store of the "4F" Brand**

**1. Definitions**

1. **"Hosting Service"** or **"Service"** - the service of storing information provided by the User and at the User's request,
2. **"Website"** - the website available at <https://4fstore.com/>, which constitutes an online store,
3. **"User"** - the recipient of the Hosting Service,
4. **"Hosting Service Provider"** or **"Service Provider"**. - OTCF S.A. with its registered office in Kraków (ul. Saska 25C, 30-720 Kraków), registered by the District Court for Kraków - Śródmieście in Kraków, XI Economic Department of the National Court Register under the KRS number: 0000555276, NIP: 9451978451, REGON: 356630870, amount of share capital PLN 7,384,500.00 (paid in full), BDO registration number: 000005025, phone number of 4F Online Store Customer Service: + 48 12351 06 78 (charges according to the operator's rates), e-mail address [dsa@otcf.pl](mailto:dsa@otcf.pl),
5. **"Regulations"** - these regulations,
6. **"Moderator"** - a person or team of persons responsible for monitoring and moderating content on the Website,
7. **"Illegal Content"** - information that, in itself or by reference to an action, including the sale of products or the provision of services, does not comply with the law of the Union or with the law of any Member State that complies with the law of the Union, regardless of the specific subject matter or nature of that law,
8. **"Moderating Content"** - actions, undertaken by the Hosting Service Provider, aimed, in particular, at detecting, identifying and combating Illegal Content or information inconsistent with the terms of use of the Hosting Service, provided by Users, including measures implemented that affect the availability, visibility and reachability of such Illegal Content or information, or that affect the ability of Users to provide such information, as further specified in Item 4 of these Regulations.

**2. General Provisions**

1. The Hosting Service Provider provides the Hosting Service to Users in the form of storing reviews of products available on the Website, in accordance with [Section IVb](#) of the [Regulations of the Online Store "Other Forms"](#) and in accordance with the [Rules for Publishing and Verifying Reviews](#).
2. The Service Provider uses technical and organizational measures appropriate to the degree of risk, including measures to prevent unauthorized persons from obtaining and modifying personal data transmitted over the Internet - to ensure the security of messages and data transmitted on the Website. The Service Provider ensures the security of data transmission transmitted on the Website by using SSL (SecureSocketLayer).

### **3. Terms and Conditions of the Hosting Service**

1. The User has the right to use the Hosting Service in accordance with these Regulations, in accordance with the rules indicated in [Section IVb of the Regulations of the Online Store](#) and in accordance with the [Rules for Publishing and Verifying Reviews](#).
2. The User is obliged to use the Hosting Service in a manner consistent with the law, ethics and good morals and in a manner consistent with the purpose of the Service, i.e. to express voluntary evaluations and comments on the Website, products sold through the Website, concluded sales contracts, the level of service provided by the Website.
3. It is prohibited for the User to provide content that:
  - (a) could violate the privacy of others, including due to the disclosure of private information,
  - (b) violates the rights of others, including intellectual property rights,
  - (c) promotes violence, fascism, Nazism, other totalitarian ideologies, sexual abuse, child sexual abuse, have pornographic, hateful, terrorist or extremist content or materials that are otherwise disturbing, offensive,
  - (d) incites racism and xenophobia,
  - (e) may be used to harass, intimidate, abuse or threaten others, or otherwise result in harm to others (material and immaterial),
  - (f) is misleading, has the nature of disinformation, content that enables fraud, impersonation or others of a similar nature,
  - (g) remains contrary to good morals (e.g., nudity) or are vulgar in nature (e.g., contain uncensored language),
  - (h) is otherwise unlawful in nature or constitute Illegal Content within the meaning of these Regulations.

### **4. Moderating Content**

1. Content provided by Users is reviewed by a team of Moderators prior to its publication on the Website for compliance with these Regulations, i.e. to the extent that such content is prohibited in accordance with Item 1(3) of these Regulations, and to the extent that such content is consistent with the purpose of the particular Hosting Service, in accordance with Item 3(2).
2. In case the content provided by the User:
  - (a) is prohibited in accordance with the provisions of Item 1(3) of these Regulations, (b) remains incompatible with the purpose of the respective Hosting Service,
  - (c) is otherwise contrary to the provisions of these Regulations,The Hosting Service Provider shall decide not to publish such content on the Website.
3. The Hosting Service Provider does not use algorithmic decision-making tools for content uploaded by Users.
4. Notwithstanding the provisions of Subitem 1, the Service Provider shall be entitled to remove content previously published on the Website if it subsequently determines that the content meets the conditions described in Subitem 2.

## **5. Reporting Illegal Content**

1. The Service Provider allows Illegal Content to be reported via email. Reports should be sent to: [dsa@otcf.pl](mailto:dsa@otcf.pl).
2. In order for the Illegal Content Report to be considered by the Service Provider, it must contain the following elements:
  - (a) a sufficiently reasonable explanation of the reasons why the person or entity in question alleges that the information in question constitutes Illegal Content;
  - (b) a clear indication of the exact electronic location of the information, such as the exact URL or exact URLs,
  - (c) the name and e-mail address of the person or entity making the report, with the exception of a report on information deemed to be related to the following crimes: sexual abuse offenses, sexual exploitation offenses, child pornography offenses, solicitation of children for sexual purposes, including reporting on incitement, aiding and abetting and attempting the aforementioned offenses;
  - (d) a statement confirming the bona fide belief of the person or entity making the notification that the information and allegations contained therein are correct and complete.
3. Reports that do not meet the requirements indicated in Subitem 2 will not be processed by the Service Provider.
4. If a report of Illegal Content contains contact information, the Hosting Service Provider shall send the person or entity who submitted the Illegal Content report an acknowledgement of receipt of the report without undue delay, no later than within 5 business days.
5. The Service Provider reviews Illegal Content submissions, makes a decision on the content to which the submission relates, and informs the person or entity submitting the Illegal Content submission of its decision and the reasons for it within 14 business days.
6. The Service Provider makes decisions in a non-arbitrary, objective manner, with due diligence.
7. The Service Provider's decision may consist of:
  - (a) removal from the Website of the content to which the report relates,
  - (b) leaving on the Website the content to which the request relates.
8. The person or entity that reported Illegal Content is entitled to appeal the Service Provider's decision within 14 days of receiving the Illegal Content decision.
9. The Service Provider is obliged to consider the Illegal Content appeal and inform the person or entity that filed the appeal about the manner in which the appeal was considered within 14 days from the date of receipt of the appeal by the Service Provider.

## **6. Procedure for Handling Complaints.**

1. The Service Provider is obliged to provide Hosting Services in accordance with the provisions of the law, in particular in accordance with the Law of July 18, 2002 on the provision of electronic services, the Law of May 30, 2014 on consumer rights, and the Regulation (EU) 2022/2065 of the European Parliament and of the Council of October 19, 2022 on the single market for digital services and amending Directive 2000/31/EC (Digital Services Act).
2. A complaint may be submitted by the User in any way that sufficiently reveals the User's will.

3. In order to make it easier for the User to file a complaint, the Service Provider recommends that the complaint report should include, in particular, the following data: name, surname, e-mail address, address (street, house/apartment number, postal code, city (post office), telephone number, reasons for the complaint, form of compensation.
4. The above recommendations of the Service Provider are not required to be used or followed by the User, and the failure to use these recommendations does not affect the effectiveness of complaints made in disregard of them.
5. Complaints about services provided electronically by the Service Provider can be submitted in particular by sending an e-mail to: [dsa@otcf.pl](mailto:dsa@otcf.pl) or by snail mail to: OTCF S.A., ul. Saska 25 C, 30-720 Kraków with a note "hosting service complaint".
6. The Seller will consider each complaint and respond to it by providing a response on how to resolve it immediately, no later than 14 days from the date of filing the complaint. The User will be informed of the manner in which the complaint will be handled in the manner indicated in the complaint notification.
7. If there are any deficiencies in the submitted complaint, the Service Provider will ask the User to complete them in accordance with the Service's address details indicated in the complaint.

#### **7. Technical Requirements Necessary for Cooperation with the Information and Communication Technology System Used by the Service Provider**

1. In order to use the Hosting Service, you need an end device with Internet access and a web browser of the type installed: Internet Explorer, Mozilla Firefox, Opera, Google Chrome or Apple Safari.
2. In addition, for the purpose of reporting Illegal Content, it is necessary to have an active e-mail account.

#### **8. Personal Data Protection**

Detailed rules on the processing and protection of personal data are governed by the [Privacy Policy](#).

#### **9. Final Provisions**

1. The Regulations are available free of charge on the Website <https://4fstore.com/> in a form that makes it possible to obtain, reproduce and record them using the User's data communications system.
2. The provisions of the Regulations are not intended to limit or exclude any of the Users' rights under the law. The Service Provider honors all the rights of Users provided for in the provisions of applicable law, and in particular those provided for in the provisions of the Act of July 18, 2002 on the provision of electronic services, the Act of May 30, 2014 on consumer rights, and the Regulation (EU) 2022/2065 of the European Parliament and of the Council of October 19, 2022 on the single market for digital services and amending Directive 2000/31/EC (Digital Services Act).

3. The Service Provider reserves the right to amend the Regulations for valid reasons including:
  - (a) changes in the law;
  - (b) organizational reasons, in particular:
    - changes in the Service Provider's business in the form of changes in its profile, introduction of new services or facilities (including those related to the conclusion and termination of contracts),
    - changes in: address data, name or legal form of the Service Provider, •other technical changes related to the functioning of the Website.
4. Each User will be informed of the change in the Regulations by publishing them on the Website.
5. Amendments to the Regulations will become effective with respect to a given User 7 calendar days after the User has been informed of the amendment to the Regulations in an appropriate manner.
6. In matters not covered by these Regulations, the provisions of the [Website Regulations](#) shall apply to the extent that they refer to the "Other Forms" made available to Users on the Website.
7. The Regulations are effective as of 17.02.2024.