

**WEBSITE TERMS AND CONDITIONS
"EPR INTERZERO"**

**Chapter I
General provisions and definitions**

§ 1

- 1) These Regulations set forth the terms, scope and conditions of use of the Services available on the Website.
- 2) The Regulations are the rules and regulations referred to in Article 8 of the Law on Providing Electronic Services.
- 3) The entity providing the Services is Interzero.
- 4) In accordance with the law, Interzero shall determine the Terms and Conditions and make them available to Businesses free of charge before using the Services available on the .
- 5) The services provided by Interzero are intended for Entrepreneurs only.
- 6) In particular, these Regulations specify the types and scope of free Services provided electronically, as well as the conditions for the provision of such Services and the technical requirements necessary for cooperation with the information and communication system used by Interzero.
- 7) Interzero provides the Services in accordance with the Regulations.
- 8) Contact with Interzero, related to the Services available on the Website is possible through:
 - a) e-mail - at: epr@interzero.pl,
 - b) traditional mail - at the address: 65 Mogilska St., 31-545 Krakow,
- 9) Before using the Services offered by Interzero, the Entrepreneur is required to read the Regulations and Privacy Policy.
- 10) Start using z Services means acceptance of the rules of set forth in the Terms of Service and Privacy Policy.
- 11) Policy privacy available is at address:
<https://interzero.pl/en/polityka-prywatnosci/>
- 12) The Website enables the use of the Services, more information about which is provided in the following section.
- 13) The regulations are governed by Polish law.
- 14) In matters not regulated by the Regulations, the generally applicable provisions of law shall apply.

§ 2

The terms used in the Regulations shall mean:

- 1) **Secure SSL** - a protocol, used for secure transmission of encrypted data stream.
- 2) **Cookies** - small text files sent by the web server and stored by the browser on the hard drive of the Service Recipient's computer.
- 3) **Personal data** - personal data within the meaning of Article 4(1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data; any information about an identified or identifiable natural person ("data"); possible

An identifiable natural person is a person who can be identified directly or indirectly, in particular by means of an identifier such as a , an identification number, location data, an Internet identifier or one or more specific factors that determine the physical, physiological, genetic, mental, economic, cultural or social identity of the natural person.

- 4) **INTERZERO** – Interzero Organizacja Odzysku Opakowań i Organizacja Odzysku Sprzętu Elektrycznego i Elektronicznego S.A. based in Krakow, Mogilska 65 Street, 31-545 Krakow, entered in the register of entrepreneurs of the National Court Register by the District Court for Krakow-Śródmieście in Krakow, XI Economic Department of the National Court Register under the KRS number: 0000925732, tax identification number (NIP): 9512530326, REGON: 52053076400000, BDO number: 000552505, share capital of PLN 5,000,000.00 fully paid up.
- 5) **Entrepreneur** - a natural person, a legal person or an organizational unit without legal personality, to which special regulations grant legal capacity, conducting business or professional activity in its own name.
- 6) **Interzero Representative** - a delegated employee of Interzero, available at telephone number: +48 22 742 10 22, e-mail address: epr@interzero.pl and address correspondence address: Al. Jerozolimskie 146D, 02-305 Warsaw, providing assistance during use of free services available on the Website
- 7) **Regulations** - these rules and **regulations**.
- 8) **Website** - a website operating in the interzero.pl domain at the address: <https://epr.interzero.pl/> through which Interzero provides the Services.
- 9) **ICT system** - a set of cooperating IT devices and software, providing for processing and storage, as well as sending and receiving data via telecommunications networks by means of a telecommunications terminal device appropriate for a given type of network, as defined in the Telecommunications Law.
- 10) **Digital Environment** - the computer hardware, software and connection used by Entrepreneur for the purpose of accessing and using the Service.
- 11) **Provision of services by electronic means** - the performance of Services provided without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the Service Recipient, sent and received by means of equipment for electronic processing, including digital compression, and storage of data, which is entirely transmitted, received or transmitted via a telecommunications network within the meaning of the Telecommunications Law.
- 12) **Agreement** - Agreement for the provision of the Service.
- 13) **Service or Services** - the service or services listed in the body of the Terms and Conditions, which are provided by Interzero electronically through the free of charge and are intended, among other things, to analyze the Service Recipient's need for Interzero's paid and to estimate the extent of such payment.
- 14) **Customer** - Entrepreneur using the Services.
- 15) **Law on Batteries and Accumulators** - Law of April 24, 2009 on batteries and accumulators (i.e., Journal of Laws 2022, item 1113, as amended).
- 16) **Packaging Management Act** - Act of June 13, 2013 on packaging and packaging waste management (i.e., Journal of Laws 2023, item 160, as amended).

- 17) **Waste Management Act** - the Act of May 11, 2001 on the obligations of entrepreneurs with respect to the management of certain waste and the product fee (i.e., Journal of Laws 2020, item 1903, as amended).
- 18) **Copyright Act** - the Act of February 4, 1994 on Copyright and Related Rights (i.e., Journal of Laws 1994, No. 24, item 83, as amended).
- 19) **Industrial Property Law** - Act of June 30, 2000 Industrial Property Law (i.e., Journal of Laws 2001, No. 49, item 508, as amended).
- 20) **Law on Providing Services by Electronic Means** - Law of July 18, 2002 on Providing Services by Electronic Means (i.e. Journal of Laws 2020, item 344, as amended).

Chapter II

Types of services provided electronically

§ 3

- 1) Interzero provides free Services electronically through the Website.
- 2) Interzero provides the following Services described in detail in the following section:
 - a) Demand estimation service,
 - b) Contract form generation service,
 - c) Proforma invoice generation service.

§ 4

The Website and Services are directed to Service Recipients who are not bound by any contract with Interzero. Service Recipients who are bound by any contract with Interzero may enter into other contracts by contacting their Interzero Representative.

§ 5

Interzero may introduce new types of Services or discontinue the continued offering of one or more Services by amending the Terms and Conditions and publishing information on Interzero's current offerings on the Website.

Chapter III

Technical requirements necessary to use the Services offered on the Website

§ 6

- 1) In the use of the Services offered by Interzero, it is prohibited for the Service Recipients to use viruses, bots, worms (from bug) or other computer code, files or programs (in particular, process automation scripts and applications or other code, files or tools).
- 2) Interzero informs that it uses cryptographic protection of electronic transfer and digital content by applying appropriate logical, organizational and technical measures, in particular to prevent access to

third parties to the data, including through SSL encryption, the use of passwords for access and anti-virus or anti-wanted software programs.

- 3) Interzero informs that despite the use of the safeguards referred to in paragraph 2 above, the use of the Internet and the Services provided electronically may be at risk of malicious software entering the telecommunications system and the Customer's device, or of third parties gaining access to the data on the device. In order to minimize the referenced threat, Interzero recommends the use of anti-virus programs or means of protecting identification on the Internet.

Chapter IV **Terms and conditions for the provision of electronic services**

§ 7

- 1) The recipient is obliged to use the Services in a manner consistent with the common law, the provisions of the Regulations, as well as good morals.
- 2) The provision and use of unlawful content by the Customer is prohibited.
- 3) Interzero provides the Services electronically free of charge under the Terms and Conditions.
- 4) The Terms and Conditions are made available to the Service Recipient free of charge prior to the conclusion of the Agreement in a manner that allows obtaining, reproducing and recording the content of the Terms and Conditions by means of the system used by the Service Recipient.
- 5) The regulations can be found at: <https://epr.interzero.pl/>.
- 6) Interzero provides a secure data transfer and authorization process that takes place via secure SSL.
- 7) The recipient is solely responsible for the accuracy of the data provided by him.
- 8) The provision of the Services shall be secured from access by third parties.
- 9) It is forbidden to provide content of an unlawful, offensive nature, content that is false or likely to mislead.
- 10) Interzero shall not be liable for the use of the Services by the Customer in a manner contrary to the Terms of Service.
- 11) All consequences resulting from the provision of erroneous, false, incomplete or misleading data shall be the responsibility of the Service Recipient.

Chapter V **Conditions for entering into and terminating Contracts**

§ 8

- 1) The commencement of use of the Service is equivalent to the conclusion of the Agreement.
- 2) Termination of use of the Service is equivalent to termination of the Agreement by mutual agreement of the parties.

Chapter VI **Conditions for the provision of individual Services**

§ 9

Demand estimation service

- 1) The demand estimation service makes it possible to determine the obligations incumbent on the Service Recipient in the field of environmental protection, recycling, waste management and record-keeping, collection, processing, recycling and disposal of waste batteries and accumulators, and marketing of packaging and packaging products, which is tantamount to an estimate of the Service Recipient's demand for services that are the subject of Interzero's activities.
- 2) As part of this Service, Interzero makes available to the Service Recipient:
 - a) a survey to analyze the Service Recipient's demand for paid Interzero services,
 - b) a cost calculator for calculating how much the Service Recipient - taking into account his demand for Interzero's paid services - would be required to pay for the use of these services,
 - c) Component mass calculator applicable only to Entrepreneurs importing cars from abroad.
- 3) The purpose of the questionnaire specified in paragraph 2) a) is for the Service Recipient to characterize its business by entering the requested data into the questionnaire, and Interzero, after analyzing the submitted data, to indicate what options, in terms of Interzero's assumption of the Service Recipient's obligations, are available to the Service Recipient.
- 4) The purpose of the cost calculator referred to in paragraph 2(b) is for the Service Recipient to know what costs it should expect to incur if it wishes to Interzero's paid services to fulfill its statutory obligations.
- 5) The purpose of the component weight calculator, as specified in paragraph 2(c), is for the Service Recipient to be able to estimate the need for, and to provide an overview of, the weights of components marketed by the Service Recipient when the Service Recipient's business is importing motor vehicles from abroad and selling them domestically;
- 6) The component weight calculator determines the approximate weights of oils, tires and batteries placed on the market, based on the quantities and types specified in the vehicle form. These weights are calculated on the basis of average weights determined from market data and may differ from the individual quantities actually placed on the market.
- 7) The Component Mass Calculator does not determine the masses of components marketed by a particular Service Recipient.
- 8) When using the Component Weights Calculator to determine the weights of components for the purpose of indicating them as part of the Service Recipient's performance of the reporting obligations set forth in the Battery and Rechargeable Batteries Act or the Waste Management Act, the Service Recipient is responsible for the accuracy and reliability of the data provided in the report.
- 9) Interzero is not responsible for the accuracy and conformity of the specified weights with the actual volumes marketed by the Customer.
- 10) The Customer, after using the Demand Estimate Service, has the option to use the Service to generate a contract form.

§ 10

Contract form generation service

- 1) As part of Services , Interzero allows Service Recipient to enter data and generate a contract form, used to conclude a Packaging Assumption Agreement, Product Waste Assumption Agreement or Battery and Battery Brokerage Agreement.
- 2) Interzero, as part of the Service, may make available various variants of the contract form specified in paragraph 1) above for the Customer to choose from.
- 3) The generation of the form is not tantamount to the conclusion of the contract specified in paragraph 1) above due to the statutory requirement of written form under pain of nullity.
- 4) Interzero declares that the contract form generated using the Service to generate form contract specified in paragraph 1) above and in accordance with the provisions of the Regulations, constitutes an offer to conclude a contract with the content specified in the form.
- 5) The offer to conclude the contract specified in paragraph 1) above is binding on Interzero for a period of 30 days from the date of generation of the contract form, but no longer than until the last day of the year to which the generated contract applies.
- 6) In order to conclude a packaging takeover agreement, a product waste takeover agreement or a battery and battery brokerage agreement, it is necessary:
 - a) generation of a contract form
 - b) signing of the form by the Service Recipient manually or electronically with a qualified signature,
 - c) Return the signed contract form to Interzero,
 - d) Interzero's signing of the contract form.
- 7) If the Service Recipient fails to send a signed copy of the agreement specified in paragraph 1) above within the bidding period, the bid ceases to be valid and the agreement is not concluded.
- 8) At any stage of using the Service, the Customer may an Interzero Representative for technical support or instructions on how to use the Service.
- 9) Interzero's representative is available at the telephone number indicated in § 2.6) of the Regulations on weekdays, from 8:00 a.m. to 4:00 p.m., excluding public holidays.
- 10) Interzero, in addition to the use of the Services available on the , allows individual agreement on the terms and conditions of the contract specified in paragraph 1) above different from those proposed in the form of such contract, but in such case the provisions of the Terms and Conditions shall not apply.
- 11) In order to individually agree on the terms and conditions of the contract specified in paragraph 1) above, the Service Recipient should contact Interzero at the telephone number indicated in § 2 paragraph 6) of the Regulations;
- 12) Interzero informs that in the case of a contract form for assumption of packaging obligations, Interzero's remuneration offer will be calculated on the basis of the types and quantities of packaging entered by the Customer in the questionnaire on the Website.

§ 11

- 1) Along with the contract form referred to in § 10 above, a proforma invoice is generated for the amount specified on the contract form.
- 2) Payment of the above amount shall be made by the Service Recipient upon execution of the agreement in accordance with the procedure set forth in § 10.6) above and upon return receipt of a signed copy of the agreement, subject to the payment deadline set forth in said agreement.

Chapter VII Protection of personal data

§ 12

- 1) In accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (Official Journal of the EU. L. of 2016, No. 119, p. 1) (RODO) The controller of personal data obtained in the provision of services specified in the Terms and Conditions is Interzero.
- 2) Contact with the administrator is possible in writing:
 - a) by mail to the address: 65 Mogilska St., 31-545 Krakow,
 - b) using contact form available at: www.interzero.pl.
- 3) Interzero has appointed a Data Protection Supervisor - [Ms. Agnieszka Radtke](#), who can be contacted via email address: iod@interzero.pl.
- 4) Interzero uses technical and organizational measures to ensure the protection of personal data adequate to the risks and categories of protected data, in particular protects data from unauthorized disclosure, deletion by an unauthorized person, processing in violation of applicable law, alteration, loss, damage or destruction.
- 5) Interzero will process the personal data of Service Recipients or their representatives solely for the purpose of providing the Services set forth in these Terms and Conditions and for the purposes referred to in paragraph 7) below.
- 6) Interzero may process your personal data necessary to establish, create, change or terminate a legal relationship.
- 7) Personal data is processed for the following purposes:
 - a) the conclusion of the Agreement and the proper performance of the obligations arising therefrom, on the basis of Article 6(1)(b) of the RODO,
 - b) processing of any complaints, based on Article 6(1)(f) of the RODO,
 - c) archiving or establishing permanent contact related to the ordered Service - based on legitimate interests, which are respectively:
 - i) clarifying matters,
 - ii) Defense or settlement of claims,
 - iii) The need for constant contact,Based on Article 6(1)(f) of the RODO,
 - d) improving the Services offered by Interzero, based on Article 6(1)(f) of the DPA,
 - e) development of new Services and conducting activities marketing own Services - based on legitimate interests, on the basis of Article 6(1)(f) RODO,

- f) pursuing the development and promotion of the Services and conducting direct marketing, based on Article 6(1)(f) of the RODO,
 - g) Enable Interzero to fulfill its legal obligations on the basis of Article 6(1)(c) RODO.
- 8) Recipients of personal data are entities to which Interzero, as controller, will outsource personal data processing services, such as IT service providers. These entities will be allowed to process data on the basis of a contract with Interzero and only in accordance with Interzero's instructions as data controller. In addition, the recipients of the data are entities within Interzero's group of companies to which Interzero shares data for internal administrative purposes.
 - 9) Personal data will not be transferred to a third country/international organization.
 - 10) Personal data will be retained for the period necessary to fulfill the purposes specified in paragraph 6, and thereafter for the period and to the extent required by generally applicable law.
 - 11) Each data subject has the right to request access, rectification, erasure or restriction of processing from the controller, the right to object to processing if the processing is based on a legitimate interest of the controller, the right to lodge a complaint with the supervisory authority - the President of the Office for Personal Data Protection and the right to data portability.
 - 12) In order to use the Demand Estimating Service, you are not required to provide any personal information.
 - 13) In order to use the Service of generating a contract form and the Service of generating a proforma invoice, it is required that the Customer provide the following data:
 - a) name or company name,
 - b) Name of the person(s) representing the Service Recipient (in the case of entities other than individuals),
 - c) The address at which the business is conducted,
 - d) TAX ID,
 - e) REGON,
 - f) BDO number,
 - g) Cell phone number for the designated contact person,
 - h) Electronic mail (email) address.
 - 14) Provision of the aforementioned personal data is voluntary, but refusal to provide such data will prevent you from using the Service of generating a contract form and the Service of generating a proforma invoice.
 - 15) More information on how Interzero processes personal data is contained in the Privacy Policy available <https://interzero.pl/en/polityka-prywatnosci/>

Chapter IX

Final provisions

§ 13

- 1) The regulations enter into force on May 01, 2025 and are available at <https://epr.interzero.pl/>.
- 2) The Terms and Conditions may be amended by Interzero subject to the updated Terms and Conditions being made available on the . Amendments to the Regulations shall not



affect the rights of the Service Recipient acquired under the previous version of the Regulations. Use of the Website by the Service Recipient after the amendments to the Terms and Conditions is to be understood as acceptance of them.

- 3) No part of the publication (in particular, text, graphics, logos, icons, photos, programs and any other data) presented on the Website may be reproduced or distributed in any form and by any means without prior permission. All trademarks, graphics, proprietary marks, logos and other data are protected by the Copyright Act and the Industrial Property Law and belong to their respective owners.