TERMS AND CONDITIONS: SWOP5HR

This document sets forth the detailed terms and conditions of the promotional code **“SWOP5HR”** offered through the **swopify.com** platform (hereinafter referred to as the **“Promotion Terms and Conditions”**).

Capitalized terms or definitions used in these Promotion Terms and Conditions have the meanings assigned to them in the governing document, i.e., the Terms of Use of the **swopify.com** platform for Buyers (hereinafter referred to as the **“Terms of Use”**).

I. INTRODUCTORY PROVISIONS

1. These Promotion Terms and Conditions set forth the rules of the **“SWOP5HR”** promotion (hereinafter referred to as the “**Promotion**”) conducted via the **swopify.com** Platform and using the tools made available on the Platform.

2. The Organizer of the Promotion is the Platform Administrator – EGIDA ECO Solutions, a limited liability company with its registered office in Warsaw (Poland), entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under number 0001133818, REGON: 529970909, NIP: 5253021377, share capital PLN 50,000.

3. The Promotion is open to natural persons with full legal capacity.

4. This document is continuously and freely available via the website https://swopify.com/hr-en/, in a manner that allows users to obtain, reproduce,

and record its content, including by printing or saving it to a storage medium at any time.

5. Upon request by any User, this document will be made available in a manner that allows for the retrieval, reproduction, and storage of its content using the telecommunications system used by the User (i.e., via email).

II. PROMOTION TERMS

1. The promotion consists of granting a **“-5%”** discount on the cart total, i.e., the sales price of a specific category of Products—used and refurbished electronic devices.

2. The discount is applied in the shopping cart (after entering the appropriate discount code – **“SWOP5HR**)

3. The Promotion is valid from May 07, 2026, at 12:00 a.m. until May 31, 2026, at 11:59 p.m.

4. The Sales Agreement for Products covered by the Promotion is concluded between the Seller and the Customer (Buyer) via the Platform. The Platform Administrator is not a party to the Sales Agreement.

5. Detailed information about the Seller (the entity responsible for fulfilling the Sales Agreement) will be visible after completing the registration form (via the Account – Customer Panel), as well as upon receipt of the shipping label.

6. If the Customer withdraws from a Sales Agreement in which the above-mentioned discount was applied, the Customer is not entitled to a refund of the discount used or its equivalent. The Customer receives a refund in the same amount and form of payment as the transaction in question.

7. The discount cannot be exchanged for a cash or in-kind equivalent.

III. TERMS OF PARTICIPATION IN THE PROMOTION

1. Any customer (hereinafter referred to as the "**Customer**") who expresses a desire to participate

in the Promotion under the terms set forth in these Promotion Terms and Conditions and after logging into their Account (logged-in Customers only) may participate in the Promotion. By entering the Promotion, the Customer declares that they have read these Promotion Terms and Conditions and accept their provisions in full.

2. Participation in the Promotion is voluntary.

3. The Customer is entitled to participate in the Promotion multiple times during its duration. A condition for each participation in the Promotion is that the Customer meets the conditions set forth in these Promotion Terms and Conditions.

4. To participate in the Promotion, the Customer must, during the Promotion period:

4.1. add any Products from the Smartphone category (covered by the Promotion) to your shopping cart to complete your purchase,

4.2. enter and accept the discount code in the designated field in the cart,

4.3. complete the purchase process in accordance with the procedure described in the Terms and Conditions.

5. Upon fulfilling the conditions referred to above, the value of the Sales Agreement being concluded (the price of the purchases made) will automatically be reduced in the order cart by the discount, i.e., 5% (in words: five percent).

IV. COMPLAINTS

1. The Customer may file a complaint with the Promotion Organizer regarding participation in the Promotion.

2. Complaints related to the Sales Agreement will be handled by the Seller who sold the Product. Complaints regarding the Product must be submitted in accordance with the Terms and Conditions.

3. All complaints may be submitted via the Helpdesk communication tool. The Customer should fill out the available complaint form (from their Account).

4. The deadline for resolving a complaint related to participation in the Promotion is 30 days.

5. The Administrator provides Customers with the Helpdesk communication tool, which allows them to submit a complaint online directly to the Seller (in accordance with the above guidelines) or to the Administrator. The Seller and the Administrator are notified of the Customer's complaint.

6. The Seller and the Administrator shall not be liable for any pecuniary or non-pecuniary damages incurred by the Customer through no fault of their own in connection with their participation in the Promotion.

7. The Seller and the Administrator are not liable for any damages incurred by the Customer in connection with the Customer providing any incorrect data or information necessary to participate

in the Promotion, or the Customer making false statements in connection with their participation in the Promotion.

8. The provisions of these Promotion Terms and Conditions do not infringe upon or limit the Customer's rights under warranty and guarantee regarding the subject matter of the Sales Agreement or similar obligations, in accordance with applicable law or these Terms and Conditions.

V. PROCESSING OF PERSONAL DATA

1. The Administrator is the controller of the personal data provided by the Customer in processes related

to the use of the Platform and other electronic services. Information regarding the processing of personal data by the Administrator can be found in the Privacy Policy. The Privacy Policy is available on the Platform's website at: https://swopify.com/hr-en/data-protection-and-cookies

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2. The controller of Customers' personal data to the extent necessary to conclude the Product Sales Agreement is the relevant Seller (who sells the Product).

3. Customers' personal data is processed in accordance with the provisions 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 (OJ L 119/1, May 4, 2016) – hereinafter the "GDPR"; and the Personal Data Protection Act of May 10, 2018 (Journal of Laws of 2018, item 1000, as amended), as well as other applicable legal provisions.

4. Customers' personal data will be processed for the period necessary to perform the Sales Agreement and for the duration of the Promotion.

5. Providing personal data by Customers is voluntary; however, failure to provide such data will result in the inability to participate in the Promotion and to conclude the Sales Agreement. Providing personal data is necessary for the conclusion and performance of this agreement.

VI. RESPONSIBILITY OF THE CONTROLLER

1. The Controller is in no way the entity selling the Products covered by the Promotion. These Products are sold directly by the Sellers.

2. With regard to the sale of Products, the Administrator acts as a mere intermediary (including by providing a tool for conducting the Promotion), and the Administrator's liability cannot be invoked in the event of a dispute related to the sale of Products. The Administrator's assistance within the scope of the Promotion does not exclude or limit the Seller's liability toward the Customer.

VII. AMENDMENTS TO THE PROMOTION TERMS AND CONDITIONS

1. The current version of these Promotion Terms and Conditions is published via the Platform.

2. Amendments to the Promotion Terms and Conditions may be made in the manner described in the Terms and Conditions.

3. The Administrator reserves the right to amend these Promotion Terms and Conditions at any time.

4. Amendments to these Promotion Terms and Conditions shall not affect the terms and content of Product sales agreements concluded prior to the introduction of such amendments, nor shall such amendments adversely affect rights previously acquired by Customers.

VIII. FINAL PROVISIONS

1. The Promotion described in these Promotion Terms and Conditions cannot be combined with other promotions or contests available on the Platform.

2. Promotions on the swopify.com Platform are held periodically. The duration of each promotion is specified by the Platform Administrator in the offer announcing the promotion.

3. The Promotion Organizer reserves the right not to be held liable for: events preventing the proper conduct of the promotional campaign that it was unable to foresee or prevent, particularly in the event of fortuitous events, including force majeure.

4. This Promotion is not a game of chance within the meaning of the Act of November 19, 2009, on Gambling.

5. The Promotion does not constitute an offer or a public promise within the meaning of the Civil Code.

6. All inquiries related to the Promotion should be submitted via the Helpdesk communication tool or sent to: kontakt@swopify.com

7. These Promotion Terms and Conditions are governed by and construed in accordance with Polish law, and any disputes arising from their application shall be resolved by the competent common court.

8. In matters not covered by these Promotion Terms and Conditions, the provisions of the Terms and Conditions shall apply.