

TERMS AND CONDITIONS OF THE WEBSITE RABATO.COM

I. GENERAL PROVISIONS

1. These Terms and Conditions set the general conditions and the way of the provision of the Services electronically via the website rabato.com (hereinafter referred to as the "**Website**").
2. The Website is operated by Curious Limited with its registered office in Gibraltar.
3. The Service Provider may be contacted by email at: rabato.ads@gmail.com.
4. These Terms and Conditions are made available by the Service Provider constantly and free of charge on the website rabato.com, in the way that allows the Users to acquire them, display and fix their content by printing it or saving to a data carrier at any time with the computerised system used by the User.
5. All rights pertaining to the Website, including proprietary copyrights, intellectual property rights to its name, internet domain, Website's pages, and also to the forms, logotypes, belong to the Service Provider, and they may be used only in the manner specified in and compliant with the Terms and Conditions.
6. The Service Provider reserves the right to post advertising content on the Website concerning the offered services, as well as goods and services of third parties, in the forms used on the Internet. The use of such offers or services is not part the Website, and the principles thereof are specified by the relevant third parties.
7. These Terms and Conditions set, in particular, the principles of using the Website, types and scope of the Services and the terms of Services.
8. The Service Provider hereby informs that using electronically supplied services may be connected with a risk to any Internet user which involves the possibility to introduce malicious software to the User's ICT system and to obtain and modify their data by unauthorised persons. In order to avoid the risk of such events, the User should apply appropriate technical measures which minimize their occurrence, in particular antivirus software and a firewall.
9. Terms of service for other Services on the Website, including chargeable Services, may be specified in additional terms and conditions.
- 10. Age Restriction – the Services are not directed to persons under the age of 13. The Service Provider will not knowingly collect any information from individuals under 13. If you become aware that your child has provided us with personal information without your consent, please contact us. If we become aware that a child under 13 has provided us with personal information, we will take steps to remove such information.**
11. The User understands that any linking to or from the Website does not imply in any way that the Service Provider is endorsed by any third party or that the Service Provider endorses or is

affiliated with any third party or any third-party website. The User agrees that the Service Provider bears no responsibility or liability for any content assessed or harm caused from any third-party website. Other websites may collect and treat information they collect differently, so the User is encouraged to carefully read and review the privacy policy and terms of use for each website the User visits.

12. The User agrees that all of Service Provider's trademarks, trade names, service marks, and other logos and brand features that are displayed via the Services (collectively, the "Marks") are trademarks and the property of Service Provider. The User agrees not to display or use Service Provider's Marks in any manner without Service Provider's prior permission, including but not limited to as part of a domain name or any other identifier. Third-party trademarks are the property of their respective third-party owners. Presence of a third-party trademark on the Services does not mean that Service Provider has any relationship with that third party or that such third party endorses the Services or Service Providers.

II. DEFINITIONS

The terms used in this document shall have the following meaning:

Website - the website available in the domain rabato.com owned and operated by the Service Provider, where the Users may use the Services offered by the Service Provider;

Service Provider - Curious Limited with its registered office in Gibraltar at: Suite 4, 4 Giro's Passage, GX11 1AA, Gibraltar, entered in the relevant register under the number GICO.113940-94;

User – a natural person with at least a limited legal capacity, a natural person conducting business activity, a legal person or organisational unit without legal personality, who may use the Services available on the Website, in accordance with the principles set out in these Terms and Conditions and on the Website;

Consumer - a User who is a consumer within the meaning of the Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (Official Journal of the European Union, L 304/64, p. 64 of 22.11.2011) and the national provisions applicable to the User;

Agreement - agreement for the provision of Services of the Website concluded between the User and the Service Provider, in accordance with the principles set out in the Terms and Conditions;

Services – the services provided by the Service Provider for the benefit of the Users electronically within the meaning of the provisions applicable to the User;

Terms and Conditions – this document.

III. TERMS OF USE OF THE WEBSITE

1. On the Website, the Service Provider provides the possibility for the Users to use the Services it offers, in particular the possibility to browse the information presented on the Website and to use other Services available there.
2. The Website may be used solely in accordance with the principles and in the scope indicated in the Terms and Conditions.
3. Minimum technical requirements for the use of the Website:
 - o a device with access to the Internet,
 - o access to electronic mail,
 - o the latest version of the web browser with enabled cookies and Java Script,
 - o software for opening and saving PDF files.
4. The Users must not use the Website or the Services in the manner which is in breach with any laws, morality, third party personality rights or legitimate interest of the Service Provider.

IV. SERVICES

1. The Services provided on the Website by the Service Provider for the Users are free of charge, according to the information presented on the Website and in accordance with the principles specified in these Terms and Conditions.
2. On the Website, the Service Provider allows the use of the following Services free of charge:
 - a. to browse and search information presented on the Website, including in particular information which does not constitute an offer within the meaning of the relevant provisions of universally applicable law, collected in the form of structured information about the products and services of third parties (hereinafter also: "**catalogues**"/ "**promotion catalogues**");
 - b. the provision of the Newsletter Service.
3. The agreement for browsing and searching the information available on the Website shall be concluded for a definite period and shall terminate as soon as the User closes the page on the Website.
4. The catalogues presented on the Website are for illustration and information only and they do not constitute an offer.
5. The User may obtain from the Service Provider commercial information in the form of messages sent to the email address of the User (the Newsletter Service). This requires the provision of a valid email address.

6. The User may, at any time, withdraw their consent for receiving commercial information.
7. Newsletter shall be sent by the Service Provider only to the User who subscribed for it.
8. The Service Provider shall have the right to organise occasional competitions and promotional actions whose conditions shall, in each individual case, be provided on the Website. Promotions on the Website do not combine, unless the Terms and Conditions provide otherwise.

V. THE RIGHTS AND OBLIGATIONS OF THE USERS

1. The User shall be obliged to:
 - a. act in accordance with the law, rules of morality and these Terms and Conditions, respecting personality rights and intellectual property rights of third parties;
 - b. provide data in accordance with the facts and in the manner which is not misleading, where it is necessary to provide data to the Service Provider;
 - c. notify the Service Provider immediately about any changes affecting the performance of the Services;
 - d. not to use appliances, software or methods likely to disrupt the Website;
 - e. not to provide any content which is unlawful, in breach with rules of morality or constitutes act of unfair competition, in particular the content provided by the User may not:
 - i. violate human dignity;
 - ii. include any content discriminative on grounds of race, sex or nationality;
 - iii. include pornographic content;
 - iv. harm religious or political beliefs;
 - v. encourage the violation or breaking the law;
 - vi. offer content that infringes the law, including in particular copyright or other intellectual property rights, or encourage breaking copyright laws, including in particular through sharing any content which may be used for the infringement of copyright or other intellectual property rights.
5. The User may not carry out any activities that in order to put a load on inboxes of other Users or the Service Provider; in particular, it is prohibited to send advertising messages.
6. The User who is a Consumer may, within 14 days from the day of conclusion of the agreement for the provision of the Services offered on the Website, withdraw from it for convenience by submitting a relevant declaration to the Service Provider, the form of which is enclosed as Appendix to the Terms and Conditions, unless upon the conclusion of the agreement for the provision of the Service the User agreed to its provision before expiry of the withdrawal period.

7. The User who is a Consumer shall have the following possibilities to use extrajudicial means of consideration of complaints and pursuing claims:
 - the User may obtain assistance in the settlement of the dispute between the User and the Service Provider by referring to the authorities proper for their location, place of residence, or place of performance of the Service, which deal with the protection of Consumers, or to a social organisation whose statutory tasks include Consumer protection;
 - they also may file a complaint via the EU online ODR platform available at: <http://ec.europa.eu/consumers/odr/>.

VI. COMPLAINTS

1. The User may submit complaints in respect of the Services provided on the Website, and in particular of their non-performance or improper performance.
2. Complaints may be filed in writing to the registered address of the Service Provider indicated in these Terms and Conditions or at: rabato.ads@gmail.com.
3. In the complaint, the User should provide their name and surname, mailing address, email, type and description of the encountered problem.
4. The Service Provider undertakes to consider each complaint within 30 days, and if it is not possible, to inform the User within that time when the claim will be considered. If there are any information missing in the complaint, the Service Provider shall request the User to supplement it as required within 7 days from the date of receipt of the request by the User.

VII. DISCLAIMER, RELEASE & LIMITATION OF LIABILITY

Disclaimer: THE SERVICES AND ANY SUBMISSIONS, CONTENT AND INFORMATION PROVIDED ON OR ACCESSIBLE FROM THE SERVICES, ARE PROVIDED BY SERVICE PROVIDER ON AN "AS IS" AND "AS AVAILABLE" BASIS. SERVICE PROVIDER MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS AVAILABLE VIA THE SERVICES, OR E-MAIL SENT FROM SERVICE PROVIDER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. THE USER EXPRESSLY AGREES THAT HIS/HER USE OF THE SERVICES IS AT USER'S SOLE RISK.

Release: USER IS SOLELY RESPONSIBLE FOR HIS/HER INTERACTIONS WITH MERCHANTS AND OTHER USERS OF THE WEBSITES. TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, USER HEREBY RELEASES SERVICE PROVIDER FROM ANY AND ALL CLAIMS OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY) RELATED TO: ANY PRODUCT OR SERVICE OF A MERCHANT; ANY ACTION OR INACTION BY MERCHANT; MERCHANT'S FAILURE TO COMPLY WITH APPLICABLE LAW; PARTICIPATION IN A PROMOTION; USE OR MISUSE OF ANY REWARDS OFFER; OR ANY CONDUCT OR SPEECH, WHETHER ONLINE OR OFFLINE, OF ANY OTHER USER. THE MERCHANTS ARE FULLY AND SOLELY RESPONSIBLE FOR THE CARE AND QUALITY OF ALL GOODS AND SERVICES THEY PROVIDE TO THE USER AND FOR ANY AND ALL INJURIES, ILLNESSES, DAMAGES, CLAIMS, LIABILITIES AND COSTS

("LIABILITIES") THEY MAY CAUSE USER TO SUFFER, DIRECTLY OR INDIRECTLY, IN FULL OR IN PART, WHETHER RELATED TO THE USE OR ACTIVATION OF A REWARDS OFFER OR NOT. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY THE USER, TYPOGRAPHIC ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROMOTION; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE PROMOTION; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM USER'S PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY REWARDS. IF FOR ANY REASON USER'S PURCHASE IS NOT RECORDED, ERRONEOUSLY DELETED, LOST, OR OTHERWISE DESTROYED OR CORRUPTED, USER'S SOLE REMEDY IS TO COMPLETE ANOTHER PURCHASE DURING THE PROMOTION.

Limitation of Liability: TO THE EXTENT ALLOWED BY APPLICABLE LAW, SERVICE PROVIDERS, ITS AFFILIATES, LICENSORS, VENDORS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES OF SERVICE PROVIDER AND EACH PAYMENT SERVICES PROVIDER ("RELEASED PARTIES") HEREBY DISCLAIM ANY LIABILITY TO THE USER IN CONNECTION WITH USER'S PARTICIPATION IN A PROMOTION, INCLUDING ANY ACTIVATION OF A REWARDS OFFER OR REDEMPTION OF ANY REWARDS. THIS INCLUDES, WITHOUT LIMITATION, ANY GOODS OR SERVICES SOLD IN CONNECTION WITH A REWARDS OFFER, HONORING OR FULFILLING A REWARDS OFFER, THE MERCHANT WHOSE GOODS OR SERVICES ARE THE SUBJECT OF A REWARDS OFFER, OR THE FAILURE OF SERVICE PROVIDER OR A PAYMENT SERVICES PROVIDER TO PROVIDE ANY NOTIFICATIONS OR ENGAGE IN ANY MONITORING DESCRIBED HEREIN, TO APPROVE THE REWARD FOR A QUALIFYING TRANSACTION, OR TO PROVIDE ANY UPDATES ABOUT A REWARDS OFFER OR REWARD. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SERVICES, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL AND INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICES, PROMOTIONS, ANY SUBMISSIONS, THE APPLICATIONS OR SITES, OR A THIRD PARTY'S COUPONS, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER SERVICE PROVIDER WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE. THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IF THE USER IS A CALIFORNIA RESIDENT, THE USER HEREBY WAIVES CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

VIII. ELECTRONIC COMMUNICATIONS

When you use the Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other Services, such as our Message Center, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

IX. INTELLECTUAL PROPERTY

COPYRIGHT

All content included in or made available through any Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of the Service Provider or its content suppliers and protected by United States and international copyright laws. The compilation of all content included in or made available through any Service is the exclusive property of the Service Provider and protected by U.S. and international copyright laws.

TRADEMARKS

In addition to protected trademarks, graphics, logos, page headers, button icons, scripts, and service names included in or made available through any Service are trademarks or trade dress of Service Provider. Service Provider's trademarks and trade dress may not be used in connection with any product or service that is not Service Provider's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the Service Provider. All other trademarks not owned by the Service Provider that appear in any Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Service Provider.

PATENTS

One or more patents owned by Service Provider apply to the Services and to the features and services accessible via the Services. Portions of the Services operate under license of one or more patents.

X. PERSONAL DATA PROTECTION

Personal data provided by the Users shall be collected and processed by the Service Provider in accordance with the applicable provisions of law and with our Privacy Policy available on the Website.

XI. FINAL PROVISIONS

1. The sole source of obligations of the Service Provider shall be these Terms and Conditions and the mandatory rules of the law.
2. The Terms and Conditions are available in English.
3. Reproduction or publication of these Terms and Conditions or a part hereof without the written consent of the Service Provider is prohibited.

4. If the mandatory rules of law of the User's country of habitual residence provide for conditions which are more favourable for the User than the provisions of the Polish law and these Terms and Conditions, the mandatory rules of law of the User's country of habitual residence shall apply.
5. Unless the mandatory rules of law applicable to the Consumer provide otherwise, any disputes arising between the Service Provider and the User shall be settled by competent Polish courts.
6. The content of these Terms and Conditions may be subject to change. Any changes shall be notified to the User who is a Consumer by a notice published on the home page of the Website with a list changes and the time of their entry into force.