

CLICK2PLANT.COM RULES AND REGULATIONS

I.

General provisions

1. The owner of the click2plant.com website (hereinafter referred to as the **"Website"**) is Posadzimy.pl Sp. z o.o. with its registered seat in Wrocław at Świeradowska 51/57, 50-559 Wrocław, Poland, entered in the register of businesses maintained by the District Court for Wrocław-Fabryczna, VI Division of the National Court Register, as KRS number 0000880990, NIP: 8992893866 (hereinafter referred to as the **"Provider"**).
2. Using the Website is voluntary.
3. Within the Website the Provider provides information about its business activity and services as well as it allows to place the Orders referred to in clause 5 of these Rules.
4. The Website user (hereinafter referred to as the **"User"**) is obliged to use the Website in compliance with its intended use and these rules and regulations (hereinafter referred to as the **"Rules"**), and in accordance with the provisions of law and best practices.

II.

Placing the Orders

5. The use of the Website by the Users is free of charge; however, placing orders for services offered by the Provider (hereinafter referred to as the **"Orders"**) may lead to the conclusion of a service contract with the obligation of payment, about which the User is thoroughly informed before the Order is placed.
6. The Orders placed by the Users shall cover the following scope of activities performed by the Provider:
 - a. issuing an electronic certificate, in a language chosen by the User from the group of languages available on the Website, confirming that the order to plant a certain number of trees has been placed,
 - b. requesting a selected business partner of the Provider - whose subject of activity is, among others, planting trees (hereinafter referred to as the **"Partner"**) – to plant trees in the amount specified in the Order placed and paid for by the User.
7. The Order price indicated on the Website is in the currency of USD. When placing the Order the User is informed about the total price with applicable taxes in a clear and comprehensive way.

8. Placing the Order requires the User to use the Order form available in the section and to fill in all mandatory fields.
9. The Order is placed after the User has completed five steps i.e.:
 - a. filling in the Order form referred to in the preceding clause with the mandatory data – in particular, the User is obliged to indicate her/his name and surname as well as the number of trees to be planted by the Partner on the Provider's order, the name and surname (nickname/business name) to be indicated on the certificate specified in clause 6(b) in the place designated for a person/entity ordering the plantings, and the User's e-mail address,
 - b. selecting the certificate's template and language,
 - c. accepting these Rules,
 - d. clicking, once the Order form is filled in, the action field redirecting the User to the online payment site,
 - e. making an immediate payment on Stripe.com.
10. After placing the Order the Provider immediately confirms its receipt via e-mail sent to the address indicated by the User in the Order form. At the same time, the Provider confirms the Order's acceptance and that the User has concluded a service contract, the subject of which is:
 - a. ordering the Provider's Partner to plant trees in the amount indicated by the User,
 - b. issuing the certificate referred to in clause 6(a).

III.

Personal data

11. When placing Orders, the Provider may come into possession of personal data of natural persons.
12. The Provider is the personal data controller processed within the Website. Personal data are processed for purposes, for a period and on the basis of legal provisions set out in the privacy policy published on the Website.
13. The privacy policy referred to in the preceding clause contains, in particular, the rules for the processing of personal data by the Provider, its legal grounds, purposes and the processing period as well as indicates the rights of data subjects and provides information on the use of cookies and analytical tools by the Website.

IV.

Execution of the Orders

14. The Provider is obliged to issue the certificate referred to in clause 6(a) immediately after the price specified in the Order has been credited to the Provider's account, no later than within hours from the moment the above-mentioned price is credited. The certificate is made available to the User in electronic form, by e-mail sent to the address indicated by the User when placing the Order.
15. After the Order price has been credited to the Provider's account, no later than within 3 months, the Provider shall order its Partner to plant trees in the number indicated in the User's Order.
16. The Website has the right to extend the deadline set out in the preceding clause in the case of events which could not be foreseen at the time of placing the Order – e.g. due to technical breaks in the Website operation independent of the Provider.
17. Planting trees in accordance with the User's Order takes place, due to climatic conditions, at the earliest possible date agreed by the Provider and the Partner (typically twice a year – in autumn or spring). The trees are planted in the number ordered by the User, in the area chosen by the Provider and in accordance with the demand for specific tree species in a given place.
18. The Provider publishes periodically, at least once every months, on www.stronazcertyfikatem.com, the certificates issued by the Provider's Partners specifying the number of trees planted in particular periods based on the Orders placed via click2plant.com
19. The Provider is not responsible for the Partner's actions or omissions.

V.

Complaints

20. Complaints relating to the Website's operation and the Orders' execution may be delivered by the User to the Provider via e-mail sent to the contact address indicated in clause 28.
21. In order to speed up the process of examination of the complaint the User should, when submitting the complaint, provide all information and circumstances connected with irregularities identified by her/him as well as her/his own expectations as to the manner

the complaint is to be examined and her/his contact details (e-mail address and phone number).

22. The lack of information set out in the preceding clause does not affect the complaint's effectivity, but it may affect the time of its recognition.
23. The Provider shall reply to the User's complaint immediately, no later than within 14 calendar days of its receipt.

VI.

Liability

24. The Provider is not legally responsible for damages and non-performance of obligations resulting from the events of force majeure (e.g. natural disasters, fires, floods, epidemics, riots and wars) or any other cause being beyond the Provider's control.
25. The Provider is liable to the User who is not a consumer, regardless of the legal basis of such liability, up to the sum of money paid by the User to the Provider.
26. The Provider is liable only for typical and actually incurred damages, predictable at the moment of placing the Order, excluding lost profits.
27. Any dispute arising between the Provider and the User shall be settled by a common court of law competent for the Provider's seat.

VII.

Contact

28. The basic form of communication of the User with the Provider is the contact form available on the Website, and e-mail (address: office@click2plant.com), by which the User may exchange with the Provider information on the use of the Website.

VIII.

Applicable law

29. Subject to clause 30, the Website's operation and the Orders are governed by Polish law.
30. If the Order is placed by the User who is a consumer and a citizen of the EU Member State, clause 29 shall be applied only if the laws of the above-mentioned State are not more favorable to the User than Polish law.
31. The basis and scope of the Provider's liability to the User are specified in generally applicable Polish legal provisions, in particular in the Civil Code.

IX.**Final provisions**

32. The Website reserves the right to use the data submitted while using the Website, including the name/nickname and dedication, for marketing purposes – both on the Website and outside.
33. The Website uses tools such as Google Analytics, Hotjar, Facebook pixel, Google Ads, TikTok ads.