

CRAFTCREST.COM WEBSITE TERMS AND CONDITIONS

I. GENERAL PROVISIONS

1. These Terms of Service set out the general conditions, rules and manner of electronic provision of Services through the craftcrest.com website (hereinafter referred to as the "**Website**" or the "**Service**") by Cezary Swancar conducting business under the name "BUTTERFLY CO. CEZARY SWANCAR" at Wojska Polskiego 22, 58-200 Dzierżoniów, registered in the Central Register of Business Activity and Information maintained by the Minister of Business and Technology under NIP No.: 8821948224 and REGON No.: 364721520, hereinafter referred to as the Service Provider.
2. Contact with the Service Provider is made via:
 - a. by post to the address: 22 Wojska Polskiego Street, 58-200 Dzierżoniów;
 - b. e-mail to: contact@craftcrest.com;
 - c. chat room available on the Website;
3. These Terms and Conditions shall be made permanently and freely available by the Service Provider on the craftcrest.com website, in a way that enables the Users to obtain, reproduce and record their content by printing or saving it on a carrier at any time using the computer system used by the User.
4. All rights to the Website, including proprietary copyrights, intellectual property rights to its name, Internet domain, Website, as well as to the forms, logotypes belong to the Service Provider or entities cooperating with it, and the use of them may take place only in the manner specified and in accordance with the Regulations.
5. It is forbidden to copy, reproduce, modify, multiply or disseminate any part of the Site, Service or its elements without the prior written consent of the Service Provider, except in cases expressly permitted by applicable law and the Regulations. Service Provider may take steps, including legal proceedings, to protect its interests and those of Users.
6. The Service Provider reserves the right to place on the Website advertising content concerning the services offered, as well as goods and services of third parties, in forms used on the Internet. The use of such offers or services is not part of the Service and their principles are determined by relevant third parties.
7. These Regulations define in particular the rules for using the Website, types and scope of Services, conditions for provision of Services, conditions for conclusion and termination of agreements on provision of Services and procedure for complaints.
8. The Service Provider informs that the use of services provided electronically may involve risks for each user of the Internet, consisting of the possibility of introducing malicious software to

the User's ICT system and obtaining and modifying his data by unauthorised persons. In order to avoid the risk of occurrence of the aforementioned threats, the User should use appropriate technical measures to minimise their occurrence, in particular anti-virus software and firewall.

9. The rules of providing other Services within the Website, including paid Services, may be specified in additional regulations.

II. DEFINITIONS

Terms used in this document have the following meanings:

Website/Service - the website available at the domain craftcrest.com, owned and administered by the Service Provider, where Users may use the Services offered by the Service Provider;

Application/Mobile Application - software under the name "**Butterfly Aer**", created by the Service Provider and made available to the User via Google Play, intended to be installed on the User's Mobile Device, enabling access to the resources, content and functionalities found on the Website or in the Application, made available by the Service Provider of the Website and Application, exclusively to Registered Users using the Account to which the Service has been assigned

Butterfly;

Mobile Device - a device which allows the use of the Application and the data transmission service, in particular a mobile phone or tablet, operating on the basis of the Android TM or IOS operating system;

User - a natural person with full legal capacity who may use the Services available on the Website;

Registered User - a User who has registered with the Website. The registration and creation of an Account may be connected with the increase of User rights in accordance with these Regulations;

Account - a part of the Website assigned to a given User, by means of which a Registered User may perform certain actions within the Website in accordance with these Terms of Use, in particular after the purchase of the Butterfly Service he/she may receive access to the Mobile Application;

Order - User's declaration of will aiming directly at concluding a contract for Butterfly Service according to these Terms and Conditions;

Services - services provided by the Service Provider to the Users electronically within the meaning of the Act of 18 July 2002 on provision of electronic services

(OJ No. 144, item 1204 as amended);

Agreement - agreement for the provision of Services, concluded between the Service Provider and the User;

Consumer Rights Act - Act of 30 May 2014 on consumer rights (Journal of Laws 2014, No. 827);

Act on provision of services by electronic means - Act of 18 July 2002 on provision of services by electronic means (Journal of Laws No. 144, item 1204 as amended);

Civil Code - the Act of 23 April 1964. (Journal of Laws No. 16, item 93 as amended); **Regulations**

- this document.

III. TERMS OF USE

1. The use of the Website may only take place according to the rules and within the scope indicated in the Terms of Use.
2. The use of the Website is possible on condition that the system used by the User meets the following minimum technical requirements:
 - a device with Internet access,
 - access to e-mail,
 - Internet Explorer web browser version 11 or later, Firefox version 28.0 or later, Chrome version 32 or later, Opera version 12.17 or later, Safari version 1.1. or later,
 - the latest version of a web browser with Cookies and Java Script enabled,
 - a program to read files in PDF format.
3. The User is obliged to use the Website in a manner compliant with the provisions of the law in force on the territory of the Republic of Poland, the provisions of the Regulations and also with the general principles of using the Internet.
4. The User has the right to use any content posted within the Website only for his/her own personal use. It is forbidden for the User to use the Website or Services in a manner that violates the law, morality, personal interests of third parties or the legitimate interests of the Service Provider, and in particular it is forbidden:
 - supplying and transmitting content that is prohibited by law, e.g. content that promotes violence, is defamatory or infringes personal rights and other rights of third parties,
 - use the Website in a manner that interferes with its functioning, in particular through the use of specific software or devices,
 - taking actions such as: sending or posting on the Website
You will not receive unsolicited commercial information (spam) from the Internet Service Provider,
 - use the Website in a manner not burdensome to other Users and the Service Provider.

IV. RIGHTS AND OBLIGATIONS OF USERS

1. Within the Website, the Service Provider enables Users to use the Services it provides, and in particular to view information on the Services provided by the Service Provider and other content presented on the Website, as well as to create an Account and use other Services available on the Website.
2. The user is obliged to:
 - use the Website in a manner consistent with the law, good practice and the provisions of these Terms of Use, with respect for the personal rights and intellectual property rights of third parties,

- enter data in the Service according to the actual state and inform immediately about any changes in data provided to the Service Provider. – not to use any devices, software or methods which could interfere with the functioning of the Service, – not to provide unlawful content.
3. The User may not carry out activities aimed at overloading the inboxes of other Users or the Service Provider, and in particular it is not permitted to send advertising messages.
 4. The User may not have more than one Account assigned to one e-mail address. The user must not use the accounts of other users and must not provide other people with access to the account, including disclosure of the password to the account.
 5. The User, who is a Consumer. has the right to withdraw from the contract for the provision of Services concluded with the Service Provider within 14 days from the conclusion of the contract, without giving any reason, unless, prior to the conclusion of the Contract, he/she has agreed to provide the Services before the expiry of the period for withdrawal, which results in the loss of this right.
 6. Upon receipt of the Consumer's notice of withdrawal from the Agreement, the Service Provider shall send to the Consumer's e-mail address a confirmation of receipt of the notice of withdrawal from the Agreement.
 7. In the case of withdrawal from a Distance Contract, the Contract shall be deemed not to have been concluded.
 8. Sending the declaration before the deadline is sufficient to meet the deadline.
 9. The period for withdrawal from the Agreement shall be counted from the day of its conclusion.
 10. A specimen declaration of withdrawal from the agreement is set out in Attachment No. 4 to these Terms and Conditions, but the User is not obliged to use the specimen.
 11. The Service Provider may terminate the Agreement with the Registered User, subject to a 14-day notice period. To this end, the Service Provider shall send the Registered User a notice of termination to the email address provided by the Registered User in the Account.
 12. You may use the Website Services during the notice period referred to above.
 13. In the case of violation by the User of the provisions of these Regulations, the law or good manners, the Service Provider may terminate the contract immediately after ineffective calling of the User to stop violations.
 14. In the event of termination of the Fee-based Contract with immediate effect as referred to above, the payment made by the User shall be reimbursed in proportion to the unused period of the Butterfly Service, during which the Contract has been terminated.
 15. Among other things, the user has the following possibilities of using out-of-court complaint and redress procedures:
 - is entitled to apply to the regional inspector of the Trade Inspection to initiate mediation proceedings for an amicable settlement of the dispute between the User and the Service Provider.

- is entitled to apply to a permanent arbitration court at the Trade Inspection to settle a dispute arising from the concluded Sales Agreement;
- may obtain free assistance in resolving a dispute between the User and the Service Provider, using also the free assistance of a district (city) consumer advocate or a social organisation whose statutory tasks include protection of consumers (e.g. Federation of Consumers, Association of Polish Consumers). Advice is provided by the Federation of Consumers at the toll-free Consumer Helpline number +48 800 007 707 and by the Polish Consumer Association at the e-mail address porady@dlakonsumentow.pl;
- may also submit a complaint via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.
- for information on how to access the aforementioned dispute resolution procedure and procedures, please visit the following address: www.uokik.gov.pl, under "Consumer dispute resolution".

V. SERVICES

1. The Services are provided on the terms and conditions set out in this document. Except for the provisions explicitly indicated in these Terms of Use, within the Website, the User is not able to purchase products or services, and the information presented on the Website about the properties of such products or services may only be for illustrative purposes and constitute a reference to external websites .
2. The scope of Services provided through the Website includes:
 - Free browsing and searching for information on the Website;
 - Establishing and maintaining an Account free of charge;
 - Free provision of the Newsletter Service,
 - Providing a free interactive form to contact the Service Provider;
 - Provision of an interactive chat room free of charge to enable contact with the Service Provider;
 - Provision of the Butterfly Service for a fee.
3. On the Website, the Service Provider presents, free of charge, general information, including information about its business and the functionalities of the Website. The agreement for providing the Service consisting in browsing the information is concluded for a limited period of time and terminates when the User closes the Website.
4. The User has the opportunity to receive commercial information from the Service Provider in the form of messages sent to the e-mail address provided by the User (Newsletter service). For this purpose, a valid e-mail address must be provided. The User may cancel consent to receive commercial information at any time. The Newsletter shall be sent by the Service Provider only to the User who subscribed for it.

5. The User has the opportunity to send a message to the Service Provider using the contact form available on the Website. The contract for the provision of the Service consisting in providing an interactive contact form is concluded for a definite period of time and terminates as soon as the User sends a message using the form.
6. The User has the opportunity to send a message to the Service Provider using the interactive chat available on the Website. The contract for the provision of the Service consisting of providing an interactive web chat is concluded for a definite period of time and is terminated when the User or the Service Provider terminates the chat or the User closes the Website.
7. The use of certain Services of the Website may require you to create and maintain an active Account on the Website (hereinafter referred to as "**Account Service**" or "Account **Service**").
8. The Service Provider shall provide a service consisting of granting access to the Mobile Application, allowing to initiate musical interactions, in accordance with the information available on the Website and the Application and to the extent indicated therein (hereinafter: "**Butterfly Service**"). As part of the Butterfly Service and payment for this Service, the Service Provider grants the Registered User a territorially unlimited, royalty-free, non-exclusive licence to launch, display, use exclusively for personal use and to use the Application, the computer software forming the Application and the content contained in the Application (hereinafter: the "**Licence**"). The Licence authorises the use of the Application on the User's Mobile Devices in the following fields of use:
 - a. entering the memory (including RAM) of the Mobile Device,
 - b. recording in the memory of a Mobile Device and display on that Mobile Device,
 - c. a temporary reproduction in the memory of a Mobile Device, necessary for the use of Applications,
 - d. adjustment of the Application necessary for it to be used via a Mobile Device (hardware and software configuration).

A license is granted for a fixed period of time, i.e. for the duration of the Butterfly Service Agreement. Unless the parties agreed otherwise, termination of the Butterfly Service Agreement before its effective date shall also result in expiration of the License. The granted License does not entitle to grant sublicenses. Violation of the License terms by the User shall entitle the Service Provider to terminate the Agreements, including the Agreement for Butterfly Service, with immediate effect, after an ineffective notice of violation.

9. The Butterfly service shall be provided exclusively to Registered Users and against payment. The principles of ordering and provision of the Butterfly Service are regulated in point VII. VII of the Terms & Conditions.
10. The Service Provider has the right to organise occasional contests and promotions, the terms of which will be stated each time on the Website or on the Service Provider's Facebook fanpage. Promotions on the Website may not be combined, unless the Terms and Conditions of a given promotion state otherwise.

VI. ACCOUNT SERVICE

1. The service of running an Account on the Website is available only after registration. Registration takes place by completing and accepting the registration form made available on the Website.
2. By placing photos, graphics, films, descriptions and other elements on the Website or in the Application, the User who has an Account declares that he is the owner of the copyrights (in particular the economic rights) to these elements or that he holds a licence which enables him to add these elements to the Website and grant further sub-licences, and consequently grants the Service Provider a territorially unlimited a royalty-free, non-exclusive licence to publish those elements on the Site, in the Application on social networks, applications, widgets or other channels of the Service Provider without time and territory limitation, to modify, develop, use, distribute, launch, copy, display or create derivative materials based on them.
3. The agreement for the provision of the service consisting in maintaining an Account on the Website is concluded for an indefinite period and shall terminate upon the User submitting a request to delete the Account or using the "Delete Account" button (available in the Account functionalities available on the Website. The User may also delete the Account using the Application functionality).
4. The Service Provider may provide the User who creates an Account with the Butterfly Service or the Butterfly Service in a demo version free of charge for a period of time indicated on the Website or Application as a free trial period.

VII. BUTTERFLY SERVICE

1. A User registered in the Service has the option to order the Butterfly Service. The Butterfly Service is subject to a fee and requires placing an Order for Butterfly Services in the Service.
2. Information presented in the Service, including information about the possibility of ordering Butterfly Services, constitutes an invitation to conclude a Contract, within the meaning of Article 71 of the Civil Code.
3. The condition for placing an Order is having an active e-mail account as well as having an active Account on the Website and logging into it.
4. The User has the option to order the Butterfly Service in various package versions, according to the information presented in the Service. In order to Order a selected period of provisioning - package version of the Butterfly Service, the User, after choosing the desired package, shall fill in the fields marked as obligatory in the Order form. An Order is submitted to the Service Provider by a Registered User in an electronic form and constitutes an offer to conclude a Contract which is the subject of the Order. An offer made in electronic form shall be binding upon the Registered User if the Service Provider sends a confirmation of acceptance of the Order to the email address provided by the User, which constitutes a statement by the Service Provider that the offer of the Registered

User has been accepted, and as soon as the User receives this confirmation, the Butterfly Service Agreement shall be concluded.

5. Once the Contract has been concluded, the Service Provider confirms its conditions to the User by sending them to the e-mail address.
6. The Butterfly Service Agreement is concluded for a definite period and lasts until the last day of the Butterfly Service, i.e. it is concluded for the period indicated in the subscription package.
7. The prices of the Butterfly Service are indicated in the Service and are given in Polish zloty and include all components, including VAT, customs duties and other fees.
8. Payment for the Butterfly Service shall be made via an electronic payment operator integrated into the Website. Access to the Butterfly Service is made available to the User in the Application and requires downloading the Application to the User's Device and logging in to the Account in the Application.
9. The Butterfly Service, subject to section 8 above, shall be provided as soon as the Service Provider receives information from the billing agent's system that payment has been made by the User.
10. The Ordered Service shall be assigned to the Account of the Registered User who submitted the Order and shall be provided exclusively within this Account. In order to use the Ordered Service the Registered User must log in to the Mobile Application using the login details of the Account to which the Butterfly Service has been assigned during the Order.
11. The rules of access to the Application, use of its content and functionalities are governed by the Mobile Application Regulations, available in the Application.

VIII. COMPLAINTS CONCERNING THE PROVISION OF SERVICES BY ELECTRONIC MEANS

1. The User may submit complaints regarding the Services provided on the Website, in particular their non-performance or improper performance.
2. Complaints can be made in writing, in the form of a registered letter, to the following address: "BUTTERFLY CO. CEZARY SWANCAR" ul. Wojska Polskiego 22, 58-200 Dzierżonów, by sending an electronic message to the e-mail address: contact@craftcrest.com, or by using the contact form.
3. A complaint shall include the name of the complainant (name and surname or company name, address of residence or registered office, e-mail address) and a description of the event giving rise to the complaint.
4. The Service Provider undertakes to consider every complaint within 30 days, and if this is not possible, to inform the User within this period when the complaint will be considered. In the case of deficiencies in the complaint, the Service Provider shall call the User to supplement it to the extent necessary within 7 days from the date of receipt of the call by the User.

IX. PROTECTION OF PERSONAL DATA

The Service Provider collects and processes the personal data provided by the Users in accordance with applicable laws and the Privacy Policy available on the Website.

X. FINAL PROVISIONS

1. The regulations are available in Polish.
2. The sole source of the Service Provider's obligations is these Terms and Conditions and mandatory provisions of law.
3. The Annexes form an integral part of these Regulations.
4. No part of these Terms and Conditions may be reproduced or published without the written consent of the Service Provider.
5. Unless otherwise provided by mandatory provisions of law, the governing law for the resolution of any disputes arising under these Terms and Conditions shall be Polish law. Any disputes arising under these Terms and Conditions, where the other party is not a Consumer, shall be resolved before a common court with jurisdiction over the Service Provider's registered office.
6. The content of these Terms and Conditions is subject to change. Each User who is a Consumer shall be informed of any changes through information on the Website's home page containing a summary of the changes and the date on which they become effective. Consumers who have an Account shall additionally be informed of amendments together with a summary thereof to the electronic mail address indicated by them. The effective date of the changes shall not be shorter than 14 days from the date of their announcement. If a Consumer who has an Account does not accept the new content of the Regulations, he/she is obliged to inform the Service Provider about this fact in an e-mail message to the address: contact@craftcrest.com within 14 days from the date of informing about the change of Regulations. Lack of acceptance shall result in termination of the agreement and removal of the Account with effect at the end of the Settlement Period. Until the expiry of the Settlement Period, in the case referred to in the previous sentence, the unchanged provisions of the Regulations shall apply to the User.
7. The Service Provider may also present changes to the Regulations to the Users who have an Account for review and acceptance when logging into the User's Account. If the User does not accept amendments to the Regulations, the agreement to provide the service of maintaining the Account shall be terminated upon the lapse of 14 days from such refusal, unless the User has made an acceptance within this period, subject to subsection 6 above.
8. In the situation referred to in point. 7 above, the amended provisions of the Regulations shall be binding for the User from the date of their acceptance.