

## REGULATIONS FOR WIN-MUSTANG.COM (Effective from July 15, 2024)

### 1. DEFINITIONS

1. The terms and definitions used in these Regulations will have the meanings presented below:

- - a) "Company 1" – refers to QuantumMarketing Corporation Limited.
- - a2) "Company 2" – refers to Mywayyyy sp. z o.o.
- - b) "STORE" – refers to the online transactional service operated by Company 1 in the domain <https://win-mustang.com>, enabling the purchase of Digital Content from the Company. - c) "DIGITAL CONTENT" – refers to products available in the Store's current offer in electronic formats, including, in particular, e-books.
- d) "SERVICES" – refers to the services available in the Store's current offer.
- e) "CUSTOMER" – refers to a natural person with full legal capacity or with limited legal capacity and having the consent of a legal representative to conclude the Agreement and make Purchases, who has registered in the Store in the manner specified in the Regulations, and for whom an Account has been created.
- f) "PROTECTIONS" – refers to the security systems used by Company 1 to protect Digital Content from illegal distribution.
- g) "NEWSLETTER" – refers to the electronic newsletter periodically published by Company 1, containing, among others, information about the Digital Content available in the Store, organized contests, promotions, etc.; the newsletter may contain commercial information from the Company or its partners.
- h) "REGISTRATION" – refers to the process of registering a potential Customer in the Store using the registration form provided by Company 1 to create an Account.
- i) "ACCOUNT" – refers to the individual account created for the Customer in the Store as a result of Registration, allowing the Customer to edit their Personal Data, make Purchases of Digital Content, containing information about all Digital Content purchased by the Customer, Purchases, transaction history, as well as enabling the Customer to use the functionalities of the Store provided by Company 1, including the My Library section.

- j) "REGULATIONS" – refers to these regulations that define the rules for using the Store, including in particular the rules for ordering Digital Content and the rights and obligations of Customers and Company 1.
- k) "PERSONAL DATA" – refers to all information concerning the Customer collected during the Customer's Registration in the Store and while using the Store and its functionalities; Personal Data is processed for the purposes and within the scope specified in the Privacy Policy and Cookies.
- l) "PRIVACY POLICY AND COOKIES" – refers to the privacy and cookie processing rules applied by Company 1, available on the website <https://win-mustang.com>.
- m) "SHARES" – refer to participation in the promotion, where one of the customers will receive the main prize.
- n) "PURCHASE" – refers to the transaction of purchasing Digital Content from Company 2 carried out in the Store in connection with an order placed by the Customer using the Account.
- o) "DISCOUNT"/"VOUCHER" – refers to a discount (percentage or amount) granted to the Customer for the purchase of Digital Content.
- p) "CONTENT CARD" – refers to a document that specifies the detailed rules for purchasing specific types of Digital Content, the rules for using them, including the rules regarding the granted license and technical requirements for the given Digital Content.

## 2. GENERAL PROVISIONS

1. These Regulations govern the rules and conditions for using the Store, including in particular the rules and conditions for purchases and the delivery of Digital Content to Customers.
2. The owner of the Store and the sole entity responsible for granting shares in the promotion is Company 1. The entity selling Digital Content is Company 2.

3. The name of Company 1, all works placed in the Store within the meaning of the Act, including in particular the graphic design of the Store, the Company's logo, graphic elements, content, software, and databases, are subject to legal protection.

4. The entire content of the Store, such as texts, graphics, logos, buttons, images, as well as their compilations and software, are the exclusive property of Company 1 and its contractors and are protected by generally applicable legal regulations. By using the Store, the Customer agrees not to make any changes or use the content of the Store in any way other than as specified in these Regulations.

### 3. STORE REGISTRATION RULES

1. The Store user can be a natural person who has full legal capacity, a natural person with limited legal capacity and having the consent of a legal representative to conclude the Agreement and make Purchases in the Store, legal persons, and organizational units without legal personality that can acquire rights and incur obligations on their own behalf.
2. The Customer acknowledges that while using the Store, in particular when making a Purchase, they may be asked to provide additional data not included in the Customer's registration form, e.g., phone number, NIP number, and data allowing for issuing a VAT invoice.
3. An Account can only be assigned to one Customer. The Customer can have only one Account in the Store.
4. In the event of a change in Personal Data, the Customer is obliged to immediately update the Personal Data provided during registration in the Store by sending an email to [quantummarketing.corp.ltd@gmail.com](mailto:quantummarketing.corp.ltd@gmail.com). Failure to update Personal Data may result in the inability of the Company to properly provide services and sell Digital Content.

### 4. STORE SERVICES

1. Within the Store, Company 1 enables the Customer to place orders for Digital Content to make a Purchase.
2. The Seller declares that the total price for providing a given publication is indicated in the online Store as part of the information about the given publication or in the content of the order for the given product. The price indicated on the date the Customer places the order is binding on the Parties.
3. To use the Store, the Customer must have a device (computer, mobile phone, tablet) that allows access to the Internet, along with software that enables browsing websites and accepting cookies.
4. Within the Store, Company 1 and Company 2 also provide services such as sending order confirmation by SMS, reminders about the promotion the customer participated in, informing the customer about winnings, or new promotional lotteries.
5. Company 1 makes every effort to ensure that the Services provided are of the highest quality, but does not exclude the possibility of temporarily suspending the availability of the Store or Services in case of necessary maintenance, review, or due to the need for modernization or

expansion of the Store. Company 1 makes every effort to ensure that technical breaks are not inconvenient for Customers and that planned technical breaks related to the maintenance of the Store's software, telecommunications equipment, and servers used by Company 1 for the Store are, if possible, planned for night hours. Company 1, as far as technically possible, informs Customers in advance of the planned duration of the break.

## 5. AVAILABLE DIGITAL CONTENT AND PURCHASE

1. Company 1, within the Store, via the Internet, presents Digital Content available for purchase from Company 2.
2. Information about the types of Digital Content currently available in the Store and about the Digital Content itself is posted on the Store's websites.
3. Only the Customer who provided true personal data when placing the order has the opportunity to purchase Digital Content.
4. Digital Content presented within the Store may be limited in quantity and their availability in time.
5. The implementation of offers resulting from the order placed by the Customer takes place according to the order in which confirmed offers for individual Digital Content are received until the stock is exhausted. Each Digital Content item listed in the Customer's order is the subject of a separate offer.
6. After the Customer selects the Digital Content presented by Company 1, to make an offer to Company 2 for the purchase of the selected Digital Content, the Customer should choose one of the options available on the Store's website — by clicking the option located next to the given Digital Content.
7. To make an offer to purchase the selected Digital Content, the Customer should proceed to payment after selecting the product and providing personal data and make the payment using one of the available payment methods. The Customer is required to provide an email address for sending the Digital Content.
8. During the process of making a purchase offer, the Customer should follow the instructions appearing on the website.
9. All prices indicated on the Store's pages are given in USD.
10. The binding price is the price indicated when placing the order on the

Store's website, after taking into account all Discounts, Vouchers, and promotions.

11. When making a payment, the Customer has the option to choose their preferred payment method for the order, in particular using ePrzelew, BLIK, semi-automatic payment, card payments including VISA and Mastercard, and other methods provided by Company 2 in cooperation with contractors handling online payments.

12. After the Customer places an offer and makes a payment, the Customer will receive an email from Company 2 at the email address provided, confirming the acceptance of the order for execution. At the moment of sending by Company 2 the confirmation mentioned in the preceding sentence, an agreement for the delivery of Digital Content under the terms resulting from these Regulations is concluded between Company 2 and the Customer.

13. If the order placed by the Customer cannot be fulfilled, the Customer will receive an email from Company 1 or Company 2 indicating that the offer has not been accepted by Company 2.

14. If it is not possible for Company 2 to deliver the Digital Content ordered by the Customer due to its unavailability, Company 2 will notify the Customer of this fact no later than 30 (thirty) days from the conclusion of the agreement and will refund the entire amount received from the Customer.

15. Company 1 and Company 2 reserve the right to refuse to sell Digital Content to the Customer if they violate the terms of the Regulations or applicable law.

16. The technical requirements that the Customer's devices must meet to use the Digital Content purchased from the Store in electronic form are specified in the Content Cards and information posted on the Store's pages next to the Digital Content.

17. Detailed rules for the Purchase of specific types of Digital Content, rules for delivering Digital Content to the Customer, and rules for using the Digital Content are specified in separate Content Cards for

each type of Digital Content.

## **6. WITHDRAWAL FROM THE AGREEMENT, PURCHASE**

1. The Customer has the right to cancel the Purchase until payment is made for the Digital Content covered by the Purchase.
2. The right to withdraw does not apply to the Customer who is a consumer due to the immediate execution of the service and sending the Digital Content to the email address provided during the process.
3. The right mentioned above also applies to a natural person concluding an agreement directly related to their business activity, where it is evident from the content of the agreement that it does not have a professional nature for that person, particularly concerning the subject of their business activity, disclosed based on the provisions of the Central Registration and Information on Business (CEIDG).

## **7. PERSONAL DATA AND PRIVACY**

The administrator of the Customer's personal data is Company 1, which processes the Customer's personal data provided during the registration process in the Service for the purpose of providing services electronically, i.e., using the Service, including making purchases in the Service, as well as for marketing purposes, including sending newsletters (if the relevant consent is given). More information can be found in the Privacy Policy.

## **8. COMPLAINTS**

1.  
Digital Content.

3.

○ **a) By email:** at [quantummarketing.corp.ltd@gmail.com](mailto:quantummarketing.corp.ltd@gmail.com).

The complaint should include at least the name, surname, and email

address and login used by the Customer to create the Account, the order number, the specification of the Digital Content, and a description of the complaints along with the Customer's request related to the complaint. A written complaint should also include the Customer's correspondence address. If the above data is missing, the Company may ask the Customer to complete the data.

The Customer can file a complaint regarding Digital Content in case of non-receipt of the

2.

communication channels:

The Customer may submit a complaint to the Customer Service Office using the following

4.

the complaint is received by Company 1.

Company 1 will respond to the complaint within 14 (fourteen) calendar days from the date

5.

quantummarketing.corp.ltd@gmail.com.

Contact with the online store is possible via email at

6.

## **9. DIGITAL CONTENT PROVISION MODELS**

The right mentioned above also applies to a natural person concluding an agreement directly related to their business activity, where it is evident from the content of the agreement that it does not have a professional nature for that person, particularly concerning the subject of their business activity, disclosed based on the provisions of the Central Registration and Information on Business (CEIDG).

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purchasing Digital Content:

Company 2 within the Store belonging to Company 1 offers the following models for

○ **a) Purchase of electronic Digital Content;**

○ **b) Purchase of electronic Digital Content in pre-sale;**

The models available for specific Digital Content are included in the information provided on the Store's websites next to the description of the given Digital Content.

## **10. RULES FOR DELIVERING DIGITAL CONTENT**

1. The execution of the Purchase of Digital Content (making the ordered Digital Content available), in the model referred to in section 9.1.a) of the Regulations, takes place immediately after Company 2 receives confirmation from the payment processor that the Customer has made the payment for the Digital Content.
2. The execution of the Purchase of Digital Content (making the ordered Digital Content available), in the model referred to in section 9.1.b) above, takes place immediately after the

2.

start of the sale of the Digital Content, i.e., on the dates provided in the information describing the given Digital Content, but not earlier than after Company 2 receives confirmation from the payment processor that the Customer has made the payment for the Digital Content.

3. After receiving information about the payment made for the Digital Content, the Company will send the Customer an email to the email address provided by the Customer, which will contain confirmation of receipt of payment and information on how to download the ordered Digital Content.

## **11. TECHNICAL REQUIREMENTS FOR USING DIGITAL CONTENT**



1. To read Digital Content, it is necessary to install appropriate software.

## **12. LICENSE FOR USING DIGITAL CONTENT**

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4.

The Customer may use the Digital Content only in accordance with the rules below. The Customer has the right to use the Digital Content for personal use only.

Subject to the provisions of section 12 above, the Customer may read/play the downloaded Digital Content on electronic devices, store it on a computer or other devices to become familiar with the content without the possibility of changing the electronic structure or otherwise modifying the file and further sharing it.

Under the granted license to the Digital Content, the Customer does not have the right to:

- **a)** Distribute or put into circulation the Digital Content within the meaning of the Copyright and Related Rights Act, neither in whole nor in part;
- **b)** Interfere with the content or integrity of the Digital Content;
- **c)** Publish, distribute, reproduce, and copy the Digital Content in whole or in part;
- **d)** Remove the owner's markings and technical protections from the Digital Content;

- e) Rent the Digital Content or make it available for use or enjoyment to third parties;
- f) Any commercial use of the Digital Content without the consent of Company 1.

5.

(ten) separate devices (phone, tablet, computer, etc.).

Company 1 grants the Customer permission to use the Digital Content on no more than 10

Sharing the purchased Digital Content on the Internet without the consent of Company 1 is prohibited. This applies, in particular, to private and commercial websites, P2P clients, internet forums, online communities, etc. If the above situations are detected, Company 1 may file claims against the identified purchaser for violating the rights to the copy of the Digital Content.

### **13. RULES FOR PROVIDING SHARES IN THE PROMOTION**

Company 1 is solely responsible for delivering and granting shares in the promotion.

After receiving information about the payment made for the Digital Content, Company 1 will send the Customer an email to the email address provided by the Customer, which will contain a generated code or codes entitling them to participate in the promotion.

### **14. FINAL PROVISIONS**

1. Company 2 is not responsible for any blocking by email server administrators of messages sent to the email address provided by the Customer, as well as for deleting and blocking emails by software installed on the computer used by the Customer.

2. Company 1 is the sole organizer and entity responsible for conducting the promotion, granting shares in the promotion, and

determining the winner of the main prize.

3. Company 2 is not responsible for organizing the promotion.
4. In matters not regulated by these Regulations, the provisions of Polish law shall apply, especially the Civil Code, the provisions of the Consumer Rights Act of June 24, 2014, and the Copyright and Related Rights Act.
5. This version of the Regulations is effective from July 15, 2024.
6. Company 1 is obliged to deliver Digital Content without defects and in a usable state.
7. Company 1 reserves the right to amend the regulations for important reasons, particularly in cases dictated by technical considerations of providing electronic services and changes aimed at aligning the provisions of the Regulations with applicable law.
8. The change to the regulations becomes effective on the date indicated by Company 1, no less than 7 days from the moment the information about the change of regulations is sent to the Customer's email address and the amended Regulations are made available on the website <https://win-mustang.com>. Purchases made by Customers before the amendments to the Regulations enter into force will be carried out according to the previous provisions of the Regulations.
9. If any provision of these Regulations is amended or invalidated as a result of a final court decision, the remaining provisions of the Regulations shall remain in force.