



Rules of using the MILA Platform

If you want to contact directly a **SERVICE PROVIDER (FRIEND)** through the **MILA PLATFORM**, the following **RULES** apply to you:

1. Definitions

SERVICE PROVIDER (FRIEND): a natural person registered at the MILA PLATFORM as an independent service provider offering a SERVICE as such person's subsidiary activity (not necessarily as registered business activity).

MILA: Mila AG with its registered office address of Brandschenkestrasse 6, 8001 Zürich, Switzerland, acting as the operator of the MILA PLATFORM service.

CUSTOMER: a natural or legal person which wants to receive a service offered by a SERVICE PROVIDER through the MILA PLATFORM and, if both parties reach an agreement, enters into a contractual relationship with such SERVICE PROVIDER.

SERVICE PACK: certain services typically provided in the product area, combined into a pack with a specific SUGGESTED PRICE.

SERVICE: a service ordered by a CUSTOMER through the MILA PLATFORM and then provided by a SERVICE PROVIDER under a contract between such CUSTOMER and such SERVICE PROVIDER.

MILA PLATFORM:

The MILA PLATFORM is an electronic platform operated by MILA, serving as an intermediary between CUSTOMERS looking for service providers and SERVICE PROVIDERS.

SUGGESTED PRICE: a price of certain services, suggested to the CUSTOMER as a part of information about SERVICE PACKAGES. The SUGGESTED PRICES are not binding. The final prices are negotiated directly between the CUSTOMER and the SERVICE PROVIDER and may differ from SUGGESTED PRICES. The SUGGESTED PRICES are not regarded as estimated values.



PROFILE: a description prepared by the SERVICE PROVIDER (including the name, profile photo, competencies, etc.), published at the MILA PLATFORM.

RULES: these “Rules of using the MILA Platform”.

2. Role and using principles of the MILA PLATFORM

The MILA PLATFORM provides a marketplace for CUSTOMERS and SERVICE PROVIDERS, enabling users from both those groups to establish contacts and to enter into and implement contracts, with the proviso that conclusion and implementation of such contracts between CUSTOMERS and SERVICE PROVIDERS is beyond the scope of control and responsibility of MILA..

The CUSTOMERS are not charged with any fees or commissions for using the MILA PLATFORM. The CUSTOMER is only obliged to pay for the SERVICE delivered by the SERVICE PROVIDER under the terms and conditions agreed with the SERVICE PROVIDER.

The MILA PLATFORM constitutes a service provided electronically by MILA, whose role is to search for matching offers and to facilitate establishing a contact between the CUSTOMER and the SERVICE PROVIDER. Using the MILA PLATFORM does not result in entering into any agreement, even implicit, between the CUSTOMER and MILA with respect to the SERVICES. In no case shall MILA be a party to any contract for the SERVICE or act as a representative of either party to the contract between the CUSTOMER and the SERVICE PROVIDER.

MILA as the operator of the MILA PLATFORM shall not be responsible for any aspect of conclusion, contents, and implementation of any SERVICE contract between the CUSTOMER and the SERVICE PROVIDER, as well as shall not be responsible for and do not guarantee the quality of the PROFILES published at the MILA PLATFORM.

The role of MILA is limited to operating the MILA PLATFORM website (www.mila.com) and managing it in compliance with these RULES.

The agreement on providing electronically the MILA PLATFORM service becomes concluded between the CUSTOMER and MILA at the moment of effective submission by the CUSTOMER of a properly filled SERVICE order; the effective period of such agreement shall be until MILA completes the order processing, i.e. until MILA transfers the CUSTOMER data and information to the specific SERVICE PROVIDER chosen by the CUSTOMER. Such agreement



on providing electronically the MILA PLATFORM service may be terminated either by the CUSTOMER or by MILA by cancelling the electronically submitted SERVICE order. The CUSTOMER may file a complaint about operation of the MILA PLATFORM electronically, to the e-mail address: info@mila.com

MILA reserves the right to suspend the MILA PLATFORM service at any time, without prior notice to the CUSTOMERS, and such suspension may not give rise to any legal claims by the CUSTOMERS.

MILA does not guarantee that the MILA PLATFORM will be continuously available or will be free of errors.

3. Ordering the SERVICES

The CUSTOMER may use the MILA PLATFORM without prior registration, but is obliged to submit in the SERVICE order true data and information, to not infringe rights of any third party, and to behave honestly.

Using the MILA PLATFORM is equivalent to accepting the provisions of these RULES by the CUSTOMER.

Submitting a SERVICE order to the MILA PLATFORM constitutes issuing an invitation to place proposals by SERVICE PROVIDERS, taking into consideration the region and scope of competencies. A SERVICE PROVIDER ready and willing to provide the requested SERVICE should contact the CUSTOMER directly and present the SERVICE offer orally or in writing. As a principle, SERVICE PROVIDERS have full freedom of decision whether to respond to the CUSTOMERS' orders.

The data and information submitted by the CUSTOMER while ordering the SERVICE shall be transferred by MILA only with the explicit consent of the CUSTOMER. MILA has the right to inquire the CUSTOMER about the SERVICE type and the manner of its implementation by the SERVICE PROVIDER.

MILA does not guarantee that any SERVICE order submitted by the CUSTOMER to the MILA PLATFORM will be accepted by any SERVICE PROVIDER. If no SERVICE PROVIDER offers to fulfill the order, MILA shall notify such fact to the CUSTOMER.

To ensure proper use of the MILA PLATFORM, the CUSTOMER's computer system must satisfy the following minimum technical requirements:

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4. Restrictions

To use the MILA PLATFORM with the aim to enter into a contract between the CUSTOMER and the SERVICE PROVIDER, both parties must have full legal capacity. Therefore, the MILA PLATFORM may be used only by legal persons with full legal capacity and by natural persons at least 18 years of age and not restricted in their legal capacity. However, since MILA is unable to verify compliance with such condition, MILA does not provide any guarantee in that respect and shall not be responsible if such condition is not satisfied.

The MILA PLATFORM may not be used in a manner breaching these RULES or generally applicable legal regulations or in a manner otherwise illegal or unethical. Also, any use of the MILA PLATFORM may not infringe rights of any third party.

MILA shall communicate to the SERVICE PROVIDERS their obligations, but MILA does not provide a guarantee or assume responsibility for the SERVICE PROVIDERS' conduct. Any claims of the CUSTOMER related to the contractual relationship with the SERVICE PROVIDER may be addressed only to the SERVICE PROVIDER as a party to the contract with the CUSTOMER.

The MILA PLATFORM makes available to the CUSTOMERS an assessment system aimed at promoting the SERVICE PROVIDERS' behavior compliant with the procedures.

MILA is not an employment agency and is not an employer of the SERVICE PROVIDERS. The SERVICE PROVIDERS provide the SERVICES in their own name and at their own responsibility.

MILA shall not be responsible for any technical problems or limitations occurring in the computer equipment, terminal, IT system, or telecommunications infrastructure used by the CUSTOMER, preventing the CUSTOMER from proper use of the MILA PLATFORM.

5. Data protection and legal aspects

MILA acts as the data controller in respect of the CUSTOMERS' personal data.

The CUSTOMERS' personal data is processed for the purpose of operation of the MILA PLATFORM, as well as for the purpose of advertising MILA products and services. The CUSTOMER may additionally agree for their data to be shared with third parties entering



into agreements with MILA on informing about their products and services. Submitting the personal data is voluntary, but necessary to use the MILA PLATFORM. The data subjects may review the contents of their data, to correct it, and in cases envisaged in art. 23 subs. 1.(4)-(5) of the Personal Data Protection Act of August 29, 1997, to submit a written justified demand to cease processing of their data due to a special situation and to object against processing of their data for legitimate purposes of the data controller and against sharing such data with another data controller.

MILA shall comply with the data protection regulations in force. The CUSTOMERS' personal data may be processed outside the territory of the Republic of Poland.

The CUSTOMER shall not be entitled to any indemnification for inability to use the MILA PLATFORM due to operating interruptions or any other problems.

Any disputes between MILA and the CUSTOMER and the SERVICE PROVIDER and the CUSTOMER shall be brought before a competent court in compliance with the relevant provisions of the Civil Procedure Code.