



If you want to be a **SERVICE PROVIDER (FRIEND)** and offer **SERVICES** through the **MILA PLATFORM**, read the following **RULES** and accept them in the registration process:

Rules of using the Mila Platform by Service Providers

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 at Gutenbergstrasse 1, 8002 Zürich, Switzerland, acting as the operator of the MILA PLATFORM service. **The MILA PLATFORM is an** electronic platform operated by MILA, serving as an intermediary between CUSTOMERS looking for service providers and SERVICE PROVIDERS.

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 PACKAGE: certain services typically provided in the product area, combined into a package 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.

SUGGESTED PRICE: a price for 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 on the MILA PLATFORM.

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RULES: these “Rules of using the MILA PLATFORM by SERVICE PROVIDERS”.

2. Role 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.

MILA offers to SERVICE PROVIDERS an opportunity to enter into contracts with CUSTOMERS and charges the SERVICE PROVIDERS with a commission therefore. The CUSTOMERS are not charged with any fees or commissions for using the MILA PLATFORM. The terms and conditions (including financial) of the SERVICE delivery are agreed between the CUSTOMER and the SERVICE PROVIDER. The SERVICE PROVIDER may not demand a payment for the delivered SERVICE from MILA

Registration of the SERVICE PROVIDER on the MILA PLATFORM is equivalent to entering into an agreement between MILA and the SERVICE PROVIDER, with the provisions set forth herein. Registration of the SERVICE PROVIDER is also equivalent to accepting the terms and conditions hereof. Under such agreement between MILA and the SERVICE PROVIDER, the SERVICE PROVIDER shall be obliged to pay to MILA the commissions and fees set forth in Attachment 1 “Prices”

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 does not guarantee the quality of the PROFILES published at the MILA PLATFORM.

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. 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.

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



MILA reserves the right to suspend the MILA PLATFORM service at any time, without prior notice to the SERVICE PROVIDERS, and such suspension may not give rise to any legal claims by the SERVICE PROVIDERS. MILA does not guarantee that the MILA PLATFORM will be continuously available or will be free of errors.

3. Ordering the SERVICES

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 (subject to Attachment 3) and bear full responsibility for their acts and omissions.

When a CUSTOMER submits a SERVICE order, MILA notifies the respective SERVICE PROVIDERS who then may place their offers for the order fulfillment. The order shall be assigned to the SERVICE PROVIDER finally selected by the CUSTOMER. The SERVICE PROVIDER may not fulfill a SERVICE order submitted by a CUSTOMER unless the CUSTOMER expressly accepts the offer through the MILA PLATFORM. MILA does not guarantee that any offer submitted by the SERVICE PROVIDER in response to a SERVICE order will be accepted by the CUSTOMER.

MILA has the right to inquire the CUSTOMER or the SERVICE PROVIDER about the SERVICE type and the manner of its implementation. The SERVICE PROVIDER is obliged to provide true information. A breach of the above obligation may result in exclusion of the SERVICE PROVIDER and its removal from the MILA PLATFORM.

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 can't provide a guarantee or assume responsibility for the SERVICE PROVIDERS' conduct. The MILA PLATFORM makes available to the CUSTOMERS an assessment system aimed at promoting the SERVICE PROVIDERS' behavior compliant with the procedures.

The SERVICE PROVIDER hereby agrees to be submitted to the publicly available optional assessment of their SERVICES by the CUSTOMER. In case of an unfair assessment, an appeal procedure is available. The CUSTOMERS are subject to separate procedures on allowed use of the assessment system.

The SERVICE PROVIDERS registering themselves at the MILA PLATFORM are obliged to provide in the PROFILE true information about them and about their qualifications. However, since MILA is unable to verify such information, it cannot provide a guarantee or assume responsibility for the PROFILE contents. The SERVICE PROVIDERS as independent providers of the offered services are responsible for the manner of their presentation on the MILA PLATFORM, for the contractual relationships with their CUSTOMERS, and for adequate performance of the SERVICES.

If MILA determines that a SERVICE PROVIDER improperly uses the MILA PLATFORM, fails to comply with these RULES, or with a high likelihood breaches the law or the principles of social behavior, MILA may disable and delete such SERVICE PROVIDER's PROFILE even without prior notice and such decision may not give rise to any legal claims of the SERVICE PROVIDER.

5. Commissions and fees

For effectively establishing a contractual relationship with the CUSTOMER in the form of provision of the SERVICE by the SERVICE PROVIDER to the CUSTOMER, MILA shall charge the SERVICE PROVIDER with a commission fee, as described in detail in Attachment 1 "Prices" which constitutes an integral part hereof. MILA may adjust the commission fees at any time and such adjustment shall not be deemed an amendment hereto. Such changes shall be communicated to the SERVICE PROVIDER via e-mail.

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



SERVICE PROVIDER, preventing the SERVICE PROVIDER from proper use of the MILA PLATFORM.

6. Legal aspects

The SERVICE PROVIDER shall be responsible for paying any taxes and social security contributions on incomes earned through the MILA PLATFORM where applicable. 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 on their own responsibility.

The SERVICE PROVIDER hereby acknowledges its sole responsibility for paying any levies and taxes connected with the provision of the SERVICES. Furthermore, the SERVICE PROVIDER hereby acknowledges that under certain conditions stipulated in the generally applicable legal regulations, the provision of SERVICES to CUSTOMERS may be classified as business operations, for which the SERVICE PROVIDER shall be fully responsible.

Upon registration on the MILA PLATFORM, the SERVICE PROVIDER is granted access to its PROFILE; such access requires entering a password by the SERVICE PROVIDER.

The SERVICE PROVIDERS shall be responsible for protecting their PROFILES against unauthorized access of third parties, in particular by keeping the password secret and not revealing it to anybody.

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

The SERVICE RECIPIENTS' 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. A SERVICE PROVIDER who is a natural person may additionally agree for its data to be shared with third parties entering into agreements with MILA on informing about their products and services. Submitting the personal data (including a scan of the SERVICE PROVIDER's civil identity card) 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 SERVICE PROVIDERS' personal data may be processed outside the territory of the Republic of Poland.



The SERVICE PROVIDER shall not be entitled to any indemnification for inability to use the MILA PLATFORM due to operating interruptions or any other problems. Furthermore, MILA does not guarantee that contact with a CUSTOMER will be effectively established and shall not be responsible for the CUSTOMER's compliance with the SERVICE contract.

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



Annex 1 "Prices"

Commission and Payment Process

When a CUSTOMER is successfully introduced, SERVICE PROVIDER owes Mila a commission of 15% of the fee which the CUSTOMER pays to the SERVICE PROVIDER but at least 15% of the recommended price which applies to the corresponding service.

The commission shall be due and payable upon the verbal or written conclusion of the service contract. As a SERVICE PROVIDER, you are obliged to compute the commissions correctly and pay them on time. MILA bills the SERVICE PROVIDER for the commission and grants a payment period of 10 days

Activation charges

Registration as a SERVICE PROVIDER is currently cost-free and includes unlimited order placements.

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