

Regulations of "Paczkomaty 24/7" service provision by InPost Sp. z o.o.

DEFINITIONS

§ 1

1. These Regulations (hereinafter referred to as: "**Regulations**") determines terms and conditions for the use of Paczkomaty 24/7" services provided by InPost Sp. z o.o. based in Krakow at ul. Wielicka 28, 30-552 Kraków, entered into the register of entrepreneurs kept by the District Court for Cracow-Śródmieście, 11th Commercial Department of National Court Register under National Court Register number 0000543759, Tax Identification Number: 6793108059, helpline: 722-444-000 or 746-600-000 (both from landline and mobile phones) (hereinafter referred to as: "**InPost**" or "**Operator**"), consisting in accepting, transferring and delivering the Parcel Locker Shipments with the use of Parcel Locker (Paczkomat).
2. InPost reserves the right to introduce changes to these Regulations. The Operator informs on the above changes in advance on its website: <https://inpost.pl>.
3. Services provided by the Operator are not common and are provided for commercial purposes in accordance with generally applicable law.
4. The current Regulations of the service is available on the website: <https://inpost.pl>, in Branches and Parcel Service Points (in any cases not regulated in these Regulations the provisions of the Act of 23 November 2012 - Postal Law (i.e. Dz.U. of 2017 item 1481 with later amendments (hereinafter: "**uPP**")) will apply.
5. Terms used in the Regulations have the following meaning:
 - a) **Acceptor** - an electronic device supporting payment cards (VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro) used for non-cash payment of any amounts due for COD and shipped Parcel Locker Shipments retrieved from the Parcel Locker - directly at the Parcel Locker.
 - b) **Price List** - the document which determines the maximum weight and dimensions of the Parcels, the price for the Paczkomaty 24/7 Services, the time in which they are available, and a list of additional fees, available in all POP, and on the www.inpost.pl website.
The Price List determines the price for the Paczkomaty 24/7 Services, offered to Business Customers and Retail Customers.
 - c) **Shipment label or label** - part of the Parcel that contains the data required for provision of Paczkomaty 24/7 service and the consignment number that enables Parcel tracking.
 - d) **Business Customer** - a natural or legal person or a legal entity without legal personality, with whom the Operator concluded a separate written contract for the provision of Paczkomaty 24/7 services.
 - e) **Retail Customer** - a natural person, legal person, or a legal entity without legal personality that the Operator concluded an agreement for provision of the Paczkomaty 24/7 services with, in a form different from written form.
 - f) **Consumer** - a natural person effecting with the Operator a legal transaction directly or not directly related to his business or professional operations.
 - g) **Parcel Manager (PM)** - an application offering the full service of the shipping process, the possibility to track the Parcel Locker Parcels and management of the User's account, made available, free of charge to the Users registered on the website: <https://manager.paczkomaty.pl>.
 - h) **Sender** - a person (User) entitled to send the Parcel Locker Parcel or a person who actually shipped the Parcel Locker Parcel.
 - i) **Recipient** - a person (User) entitled to collect the Parcel Locker Parcel from the Parcel Locker or a person who actually retrieved the Parcel Locker Parcel.
 - j) **Branch** - an organisational unit of the Operator being an element of its logistic network, in which the Sender (in the case of the Shipping Branches) or the Recipient (in the case of the Collecting Branches) can perform activities specified in the Regulations; the list of the Branches ensuring the performance of these activities is available on the website: <https://inpost.pl>.
 - k) **InPost Quick Send** - functionality that allows Parcel sending order to be made within the Paczkomaty 24/7 service, without the need to establish an account with MP, pursuant to present Regulations, but with changes in the provision of the Paczkomaty 24/7 service, as listed in § 10a of the Regulations.
 - l) **Parcel Locker (Paczkomat)** - an electronic deposit cabinet (device) enabling an authorised person to ship and/or receive the Parcel Locker Shipment on his/her own, constituting an automated sales point, as indicated in Article 3 passage 1 item 5 of the Act of 30 May 2014 - on Consumer Rights (i.e. Dz.U. of 2017 item 683 with later amendments, hereinafter referred to as: "**uPK**"). The current list of the Parcel Lockers is available at: <https://inpost.pl>.
 - m) **Pay by link (PbL)** - a form of accepting non-cash payments for the COD Parcel Locker Shipments retrieved from the Parcel Locker using an encoded website.
 - n) **Collection** - an additional service making the receipt/collection of the Parcel Locker Shipment dependent on the Recipient's prior payment of a fee which will be transferred to the Sender's bank account.
 - o) **Parcel Locker Parcel (Parcel)** - a shipment not being letter post or shipment as defined by the UPP, registered in the Operator's IT system, containing items unknown

to the Operator, which may, but not have to indicate the Recipient and his/her address, accepted by the Operator in order to transfer and/or deliver it by means of from the Parcel Locker with a possibility of its sending and receiving also in a place other than the Parcel Locker following the principles described in the Regulations.

- p) **Insured Shipment** - the Parcel Locker Shipment referred to in § 28 of the Regulations, insured in accordance with the Regulations by the Sender against its damage, destruction or loss.
- q) **Parcel Service Point (PaczkoPunkt, POP)** - a premise in which one may ship or collect the Parcel Locker Shipment on the terms provided for in the Regulations.
- r) **Force majeure** - external events, impossible to predict, the effects of which cannot be prevented, and in particular the forces of nature (earthquake, hurricanes, floods), and riots, general strikes, military actions, and actions of the state authorities (import bans, export bans, border, and port blockade, expropriation).
- s) **User** - a person having an individual account in PM.
- t) **Mobile application** - a mobile device (smartphone, tablet) dedicated app called the "InPost Mobile" downloadable through the links available at <https://inpost.pl/aplikacja> supporting the Sender or Recipient in the processes connected with handling the parcel delivered by the Operator.

GENERAL PROVISIONS

§2

1. The Operator provides services covered by the present Regulations only in places where he has the Parcel Lockers, the Branches or POPs on business days (Monday to Friday) subject to the provisions of § 2 passage 11 and § 9 passage 6 of the Regulations. Time of delivery of the Parcels is counted in business days (excluding Saturdays, Sundays and statutory holidays).
2. The User using services of the Operator is obliged to use sample forms of the Operator, as specified for activities specified in these Regulations. The previous sentence does not apply to the Consumers.
3. The Shipments must be properly and safely packed by the Sender, i.e. in a manner that makes it impossible to open the Parcel without interfering with the packaging, prevents damage and/or loss of its content and damage and/or loss of other shipments in transport, as well as in a manner not endangering the safety of persons used by the Operator when performing services. Detailed responsibilities of the Sender and rules concerning the securing of the content of Parcels and packing the Parcels are available in the document entitled *Preparation and packaging rules for InPost parcels*, the updated version of which can be found at <https://inpost.pl>. Change or alteration in the aforesaid document does not constitute a change of the present Regulations.
4. Subject to the provisions of § 7, including § 7 passage 11 of these Regulations and provisions of a written contract with the User, if such exists, the User, in order to use the services covered by the present Regulations as the Sender, must register himself/herself in the parcel locker system at <https://manager.paczkomaty.pl>, and create an individual User's account in MP, which requires specification of data, e.g. name and surname, e-mail address, 9-digit mobile telephone number registered in the Polish mobile phone network, full address and postal code. The User bears full responsibility for indicating incorrect mobile telephone number. After registration the User may modify his/her data in the User Profile in MP, except for e-mail address.
5. It is recommended that each User state full address data during registration in the parcel locker system (including PM) and sending the Parcel Locker Parcel, in order to allow the Parcel to be delivered in the case of a technical break or other exceptional situation directly to the Recipient, POP or to the collecting Branch or to be communicated to the Recipient in a different way. Specification of full address data by the Sender is mandatory.
6. During registration the User selects the preferred Parcel Locker where he/she wants to ship and collect the Shipments.
7. By transferring personal data via <https://inpost.pl>, in particular e-mail address, mobile phone number and postal code, the User expresses his permission for making these data available to the Operator and to other users of Paczkomaty 24/7 system for the purpose of the proper provision of the service described in these Regulations by the Operator. These data are provided also during the process of sending the Parcel Locker Shipment, after entering a correct e-mail address of the User and paying the fee for the Parcel Locker Shipment.
8. The Operator may use subcontractors when performing the services covered by these Regulations, for whose actions and omissions he/she is responsible as if he/she made/committed actions and omissions himself/herself.
9. The Branches and POPs are open on certain days and operation hours in accordance with the list published at <https://inpost.pl>
10. The Operator does not offer the printout of documents related to the provided service at the Parcel Locker (some of the Parcel Lockers may offer such function until changing their equipment), but enables the User to collect the electronic version of documents concerning the provided service, including payment confirmation. The User may, on his/her own archive and print documents indicated in the previous sentence. The Sender should inform the Recipient of the possibility to collect only the electronic version of documents concerning the provided service, should the Recipient wait

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for receipt of a given type of document.

11. The Administrator of personal data of Senders, third parties authorized by the Sender to perform activities connected with sending the Parcels and Addressees, being natural persons, that is processed by the Operator in connection with provision of Services covered by the present Regulations is the Operator, i.e. InPost Sp. z o.o. based in Krakow at ul. Wielicka 28, 30-552 Kraków.
12. With the limitation of § 10 section 3 of present Regulations the Operator is neither an administrator nor a processing entity – as defined by general regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) –in relation to no data contained in the Parcel and it is not responsible for its processing. In case the parcel is opened according to provisions of § 10 section 3 of the Regulations the Operator becomes the administrator of personal data contained in the Parcel and may process it pursuant to of § 10 section 3 of the Regulations and exclusively in the scope necessary to initiate actions required to deliver the Parcel or return it to Sender, or find a person authorized to dispose the Parcel.
13. The Operator reserves the right to monitor the activities in the vicinity of Parcel Machine. The recordings may be used by the Operator to process return claims, or made available by the Operator, on request of authorized agencies, as per generally applicable provisions of law.
14. Detailed information on processing of personal data by the Operator is listed in the Privacy policy of the Integer.pl Capital Group, and available at: <https://inpost.pl/polityka-prywatnosci>.
15. The Operator reserves that, depending on the catalog of Services provided by the Operator, they can be ordered by the Sender, including subject to the conditions specified in other contracts than these Terms and Conditions, through electronic tools or IT solutions, the list of which is available at <https://inpost.pl>.

PAYMENT

§ 3

1. Unless a separate, written contract with the User states otherwise, the fee for the Parcel Locker Shipment is considered paid, if the User, using his/her account in MP, pays for a given Shipment in accordance with the current Price List. Payment can also be made at the Parcel Locker when sending the Shipment by means of the Acceptor.
2. The payment for the service may be collected in advance or in arrears. Payment in arrears is available only the selected Senders on the basis of a separate, written contract signed with them. Payments in advance may be used by other Senders.
3. Payment in advance: the fee is collected from the User's (Sender's) account in MP at the time a label is generated. MP account may be topped-up only using electronic payment system (bank transfer, payment card and other non-cash payment methods). The top-up amount may be used only for the Paczkomaty 24/7 services, but, at the request of the User (Sender), the amount he/she paid must be returned, subject to collection of commissions in the amount of 1.9% for the service of return of unused funds to the bank account indicated by the User (Sender). The commission indicated in the previous sentence is collected from the Consumers. At the request of the Sender the Operator will issue a VAT Invoice for the top-up amount paid by the User (Sender). Each Sender using MP has the opportunity to select a VAT invoice option.
4. Available forms of payment for services according to the way a transaction is made:
 - a) VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro payment cards;
 - b) other non-cash payment methods, BLIK include.
5. Payment for the Parcel Locker Shipment in the form of advance payment is collected: at the time of payment while sending the Shipment at the Parcel Locker by means of the Acceptor or from the Sender's account in MP at the time a label is generated. Should a shipping label not be used within its validity period, also in a period prolonged at the request of the Sender, the Operator, upon the Sender's request returns to the Sender's MP account an amount equal to the amount collected from this account when generating the said label. Reimbursement will be made within 14 days calculated from the next day after the day when the Sender declared his/her reimbursement request.
6. Payment in arrears: The fee is collected on the basis of the issued VAT invoice, in accordance with a written contract. The Sender paying for the Parcel Locker Shipment in arrears may not make a deposit into his/her MP account used for the Parcel Locker Shipments. Appendix to the VAT invoice issued on the basis of a written contract is a list of services related to the Shipments sent by the Contractual Client in a given settlement period, specifying completed services as defined by § 9 passage 3 of the Regulations, along with a list of additional services and other services specified in the Regulations or a written contract for the provision of services, provided that services completed in the settlement period not taken into account in the list of completed services for this period will be included in the list of completed services for a subsequent settlement period. With the form of payment in arrears, the fees referred to in paragraph 10 below will be shown on the VAT invoice and will not be visible in the list of events on the account in MP.

7. In the case of the Senders using MP a VAT invoice will be issued by the Operator on the basis of the data entered in the User's profile in the MP account, unless the User did not select the VAT invoice option. In other cases, a VAT invoice will be issued in accordance with the provisions of a contract.
8. Prices of services provided by the Operator are specified in Price List. A change in the Price List shall not constitute a change in the Regulations.
9. Before sending the Parcel the User should make sure that a given payment form is available, depending on the selected shipping method.
10. In case of additional fees specified by the Operator in the Regulations and the Price List, the amount of these fees will be deducted from the funds available on the account in MP, in the amount indicated in the list of events on the account in MP, the amount of the fee will be visible in MP during the period of 3 months from its calculation.
11. In case where the amount of fees referred to in paragraph 10 above is higher than the amount of funds on the User's account in MP, the Operator will indicate the occurrence of this circumstance in the list of events on the account in MP, and the recovery of the missing amount will take place within the funds paid under the next top-ups. Each charge made in this way will be visible in the list of events on the account in MP. If the User fails to make payments or if the Account is deleted in the MP, the Operator will seek payment of the amount due for the ordered service on general terms.

CASH ON DELIVERY

§ 3a

1. The fee for the COD Parcel Locker Shipments can be paid during its collection by means of the Acceptor (supporting payment cards: VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro), in the form of PbL (supporting payment cards: VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro; selected e-transfers and other non-cash payment methods), as well as in cash in the Operator's Branch or to the Operator's authorised representative delivering this Shipment directly to the Recipient.
2. In the case the COD Parcel Locker Shipments the Operator guarantees to the Sender that the COD amount will be transferred to the bank account indicated by the Sender (in MP or a contract) within 5 business days from the date of payment of the COD amount. The day of transfer of funds is deemed the date of crediting the Operator's account, unless payment is made by the Consumer - in such a situation the day on which the Consumer's account is credited, is considered as the day of transferring the funds.
3. When sending the COD Parcel Locker Shipment the Sender authorises the Operator to collect payment from the Recipient on behalf of and for the account of the Sender, in such a way so that the payment made to the Operator (according to the forms of payment designated in item 1 above) is equivalent to the payment made directly to the Sender, and the handing-over of the Shipment by the Operator constitutes a payment confirmation and is equivalent to confirmation provided to the Sender and release the Recipient from a payment obligation towards the Sender, regardless of the place, time and form of payment. The authorisation may not be revoked after sending the Shipment and will prevail over other arrangements. The Recipient may invoke directly against the Sender the effects of the authorisation granted by the Sender to the Operator on the basis of the present Regulations.
4. The Sender's authorisation for the Operator includes the right to the Operator to grant further authorisation for deliverers contracted by the Operator to perform activities related to delivery and collection of the payment from the Recipient with a direct effect vis-à-vis the Sender. The Operator will be fully responsible towards the Sender for actions and omissions of his representatives, including deliverers, made/committed actions and omissions himself/herself, as well as for actions and omissions of payment service providers whom he uses to collect the COD amount and transfer it to the Recipient. After the Operator collects the payment from the Recipient the Sender will be obliged not to request the payment from the Recipient.
5. The Parcel Locker Shipment may be sent only if it is directly associated with a separate paid dispositive contract concerning an item in the Shipment, signed between the Sender and the Recipient as a result of sending and delivery of the Shipment and collection of the payment, and if the Sender notified the Recipient of the Operator's authorisation to collect the payment for the COD Shipment. Otherwise, the Operator may refuse to accept the Shipment or refuse to accept the order to collect funds. By sending the COD Shipment the Sender confirms fulfillment of this condition, and at the Operator's request will provide to the Operator information necessary in this respect. The Operator is entitled to inform the Recipient in the content of the payment confirmation that on the basis of § 3a passage 3 of the Regulations, collection of payments of COD amounts by the Operator is equivalent to the payment made to the Sender and that the Operator's receipt is equivalent the Sender's receipt.
6. If the Sender defaults on payments to the Operator, the Operator reserves the right to deduct all payable liabilities from the amount collected from the Recipient on the basis of this paragraph. The Operator will inform the Sender on the deduction.

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REQUIREMENTS CONCERNING PARCELS

§ 4

1. The Parcel Locker Parcels must comply with requirements of the Regulations and the

Shipment size categories	Minimum height of the Parcel (in mm) including packaging	Maximum dimensions of the Parcel (in mm) including packaging (height x width x length)	Maximum weight of the Parcel in kg
"A" size	1	80x380x640	25
"B" size	81	190x380x640	25
"C" size	191	410x380x640	25

following categories assigned to certain deposit boxes in the Parcel Locker:

2. The maximum dimensions of Parcel Locker Parcel sent in the Parcel Locker are shown below:



In the case of shipments for shipment size categories "A" and "B", the height of the shipment is its shortest side, and in the case of shipment for shipment category "C", the shipment height is an average length side, i.e. side that is neither the shortest nor the longest side. The drawings shown are exemplary.

3. It is unacceptable to include in Parcels objects forbidden by applicable law, including uPP, and relevant regulations of the Universal Postal Union, as well as:

- 1) objects obtained through criminal activity,
- 2) money, securities, other payment documents,
- 3) valuable objects (jewelry, works of art, antiques, numismatic items, etc.),
- 4) weapons that may not be purchased and used only after obtaining the permit or the registration card according to generally applicable law, including the Act of 21 May 1999 on Weapons and Ammunition,
- 5) ammunition, excluding scare cartridges up to 6 mm,
- 6) chemically and biologically active objects,
- 7) explosive, flammable, oxidising, irritating, aggressive, allergic, carcinogenic, mutagenic substances and substances having harmful effect on reproduction capacity that may endanger people's health and life or may cause damage to the Operator's property,
- 8) other items whose properties may constitute hazard to the health of people who handle them, or items that may damage or destroy other Shipments,
- 9) drugs, psychotropic substances and new psychoactive substances, the so-called "designer drugs", and hemp products, hemp derivatives as well as other than fibroid hemp (including medical marijuana),
- 10) perishable goods,
- 11) products and articles requiring specific transport conditions (including those that release the scent or liquid),
- 12) dead or living animals and plants,
- 13) human corpses, human or animal organs, and human or animal secretions or tissues;
- 14) tobacco products, including tobacco and cigarettes, e-cigarettes and parts thereof.

- given that the above specification is not exhaustive. In addition, it is unacceptable to put in the Parcel any other objects not mentioned above which, according to the Operator, may not be transported safely or legally, unless the Operator will bring this matter to the attention of the Sender prior to accepting the Parcel. Detailed duties of the Sender concerning the unacceptable Parcel contents are available in the document entitled *Preparation and packaging rules for InPost parcels*, the updated version of which can be found at <https://inpost.pl>. Change or alteration in the aforesaid document does not constitute a change of the present Regulations.

4. The Sender bears full responsibility for putting in the Shipment goods sensitive to temperature changes and not resistant to low and high temperatures or other variable weather conditions (atmospheric pressure, humidity, etc.). The Operator reserves that temperature inside the Parcel Locker is close to ambient temperature, but in periods of large insolation or higher ambient temperature it can significantly exceed ambient temperature.

5. The Sender is responsible for guaranteeing the quality of packaging of the Parcel appropriate for its content. Packaging of the Parcel should be adapted to its content, in particular, it should take into account properties of its content, atmospheric conditions and other circumstances that may affect the condition of packaging of the Parcel, also after its acceptance by the Operator, including circumstances related to transport of the Parcel by the Operator. Additionally the sender label should be placed on a Parcel in a way that ensures that it won't peel off or accidentally break off. Detailed duties of Sender and rules for securing the content of Parcels and their packaging are available in the document entitled

Preparation and packaging rules for InPost parcels, the updated version of which can be found at <https://inpost.pl>.

6. The Operator accepts only the shipment of the Parcels of a standard shape (cube, rectangular, plastic bag). It is unacceptable to ship the Parcels of non-standard and irregular shape, Parcels with protruding elements or wrapped in into a material preventing untroubled movement on a line sorting the Shipments.

7. The Operator may conditionally accept the shipment of the Parcel of non-standard and irregular shape, if it is within determined limits of dimensions and weight. The Operator reserves the right to charge an additional extra charge – indicated in the Price List – in the case of acceptance of the shipment of the Parcel of non-standard and irregular shape.

8. In case where the Sender, within the size category of acceptable Shipments in accordance with the table indicated in paragraph 1 above (categories A, B, C), gave the Operator a Parcel in a category of other dimensions than the dimensions for the category declared by the Sender for this Parcel in MP or within Quick Sent, the Operator will charge the Sender with additional fee for verification of the Parcel, the amount of which is set in the Price List. In addition, in case in which the forwarded Parcel has a category of higher dimensions than the dimensions for the category declared by the Sender for this Parcel in MP or via Quick Sent, the Operator will perform the service on such Parcel according to the price rate corresponding to the actual dimensions of the Parcel, verified in accordance with the preceding sentence. In case where the forwarded Parcel has a category of lower dimensions than the dimensions for the category declared by the Sender for this Parcel in MP or via Quick Sent, the Operator will perform the service on such Parcel according to the price rate corresponding to the actual dimensions of this Parcel, and if the rate will be lower than the rate specified for the dimensions of the category declared for the Parcel by the Sender in MP or via Quick Sent, the Operator will refund the difference between the price rate corresponding to the actual dimensions of the Shipment and the price for the size category declared for this Parcel by the Sender in MP or via Quick Sent; if the payment for the Paczkomaty 24/7 service was made "in advance", the Operator will refund this difference to the sender's balance, available under his account in MP, and for the Quick Sent option in a way described in §10a, and if the payment for the Paczkomaty 24/7 service was made "in arrears" the Operator will take such change into account in a VAT invoice.

9. If the Sender transfers to the Operator an Oversized Parcel – i.e. a parcel exceeding any dimensions or weight specified for the "C" size category, pursuant to the provisions of passage 1 above, the Operator will charge the Sender an additional fee for verification of dimensions and weight of such Parcel, as well as an additional fee for treatment of such Parcel as "oversized", according to the rate specified in the Price List, and will transfer information on the occurrence of such Parcels pursuant to the provisions of § 9a of the present Regulations. Consumers shall be exempted from paying the above fees. The Operator will take actions aiming to delivery of such Parcels, on the terms described in § 9a of the Regulations. Shall the "oversized" Parcel exceed any maximum dimensions of 500x500x800 mm or weigh more than 25 kilograms, the Operator will collect for delivery of such Parcel an additional fee in the amount stated in the Price List.

OPERATOR'S RIGHTS

§ 5

1. The Operator refuses to enter a contract for the provision Paczkomaty 24/7 services or may terminate it, if:

- a) the Sender fails to fulfill requirements specified in these Regulations;
- b) the content of the packaging of the Parcel exposes third parties, the Operator or other Parcels to damage;
- c) there are texts, images, drawings or other graphic signs on the packaging of the Parcel or in visible parts of its content that violate the law or personal goods of the Sender, the Recipient or other persons;
- d) the Paczkomaty service would be performed, either in full or in part, on the area where there are no Parcel Lockers of the Operator, unless the Operator concluded a written cooperation agreement that enables him to perform the service on that area;
- e) acceptance or transport of the Parcel is forbidden pursuant to separate provisions;
- f) The Sender, being a party to a respective contract defaults with payments for services provided by the Operator;
- g) The Shipment contains fluids, gases, brittle or fragile items or live plants and/or animals or items requiring a special treatment during transport, or other mentioned in § 4 (3) of the Regulations, provided that the regulations contained in the document entitled *Preparation and packaging rules for InPost parcels*, are adhered to.

2. The Operator may also:

- a) refuse to conclude a contract for the provision the Paczkomaty 24/7 services, if the Parcel does not meet conditions required by the Operator in order to sign the contract, in particular:
 - i. it is unacceptable to put in the Parcels objects indicated in § 4(3) above.
 - ii. if the Parcel is inadequately packed, in a manner that enables the Parcel to be opened without interfering with the packaging or may result in loss of its content or its damage or damage of other Parcels in transport;
- b) terminate the provision of the Paczkomaty 24/7 services after signing a contract for the provision of the Paczkomaty 24/7 services, if the Parcel does not meet the conditions specified in such contract, as well as those stipulated in these Regulations.
- c) terminate the contract without notice if a Sender, and a Business Customer at the same time, conducting business activities of paid sending of third party parcels based on a contract with the Operator, did not get prior, written consent of the Operator to sent or transfer for sending of such third party parcels.
 - whereas the Verification of the possibility of delivering the parcel without destroying or damaging its contents is made only on the basis of the parcel's properties, that can be seen from the outside of its packaging.

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3. If the Operator refuses to sign or unilaterally withdraws from a contract for the provision of the Paczkomaty 24/7 services for reasons specified in item passage 1 and 2 above, the accepted Parcel is returned to the Sender at his/her expense, according to the Price List. The fee charged for the provision of the service is also returned.
4. A circumstance of acceptance of the Parcel by the Operator from the Sender does not give rise to a presumption of compliance of its content with these Regulations. In case there is a reasonable suspicion that the Parcel does not meet the requirements referred to in these Regulations, including in § 4 and § 5, passage 1 or 2 above, the Operator may, subject to relevant regulations, check the content of the Parcel at each stage of service provision, also before accepting such Parcel, and then decide to refuse to accept the Parcel, accept the Parcel for implementation or terminate the contract and stop the provision of the service and return the Parcel to the Sender at his/her expense, according to the Price List, and, in exceptional and justified situations, may, in accordance with relevant regulations, destroy the content of the Parcel, especially if it constitutes a threat to people or other Parcels. In the event of termination of the contract and interruption of the service provision the fee for the service will be credited towards a fee due to the Operator for returning the Parcel to the Sender. Verification is made in presence of the Sender or, if this is not possible, in presence of persons invited by the Operator, in line with the provisions of uPP, and implementing regulations issued on their basis. The Verified Parcel Locker Parcel will be marked with a special label.
5. In a situation, when the content or a defective packaging of the Parcel resulted in:
 - a) the need to protect the Operator's property, including the need to use specialised measures intended for liquidation of the content of the Parcel or call relevant services having specialist tools for liquidation, disposal or protection of the content of the Parcel inconsistent with the Regulations in a situation, when such protection is necessary for further work of employees of the Operator during displacement, transport, sorting and delivery of the Parcel,
 - b) a physical injury of the Operator's employee that resulted in health impairment of this employee, or interruption of work performed by him/her in order to receive medical treatment,
 - c) the need for evacuate employees from the building or rooms of the Operator, or the need to permanently or temporarily withdraw from service means of transport (including vehicles) transporting the Parcel, as well as tools used for transport, delivery or storage of this Parcel,
 - d) damage in the process of movement, transport, sorting or delivery of the Parcel of another Sender,- the Operator may impose on the Sender other than the Consumer a contractual penalty fee in the amount of PLN 99.00 (in words: ninety PLN) for the first Parcel that causes any of the events indicated in letter a - d above and a contractual penalty fee in the amount of PLN 999.00 (in words: nine hundred ninety nine PLN) for each subsequent Parcel that causes any of the events indicated in letter a - d above in the period of one year from causing such event or events by the first Shipment, and the Sender will additionally be obliged to cover any costs paid by the Operator, arising in connection with the need to protect and liquidate the Parcel. Reservation of the aforementioned contractual penalty fees does not exclude the Operator's right to claim compensation for damages exceeding the stipulated contractual penalty on the general terms.
6. Regardless of the provisions of § 5 passage 5 of the Regulations, each Sender is obliged to reimburse damages caused to the Operator as a consequence of improper packaging of the Parcel or as a result of its unacceptable content, in particular, if an improper packaging of the Parcel or its unacceptable content, at least one of resulted in the event referred to in § 5 passage 5 letter a - d of the Regulations. The Sender bears responsibility for the above damage on general terms.

§ 5a

The Sender will indemnify the Operator against any claims for reimbursement of cash funds paid by the Recipients of COD Shipments using payment cards as part of the so-called chargeback procedure (if reimbursement demand applies to the content of the Parcel). In such a case the Sender undertakes to cover any fees and expenses incurred by the Operator as a result of cancelling the transaction by the issuer of the electronic payment instrument as a result of granting legitimacy of a complaint submitted by the Recipient of the COD Parcels (chargeback).

§ 6

1. The Operator is entitled to put a lien on Parcels to secure claims resulting from the contract for the provision of the Paczkomaty 24/7 services, as well as other reasonable claims, e.g. customs fees or reasonable, additional costs for the provision of the service arising for reasons controlled by the Sender or the Recipient.
2. The provision of passage 1 does not apply if the Recipient of the Parcel is a public authority.
3. In case the Recipient or the Sender refuse to satisfy liabilities secured by a lien, the Operator having the right of lien open the Parcel in the presence of a committee and begin the sale of its content 14 days from the date on which the Recipient or the Sender is notified in writing on the proposed sales of the content of the Parcel.
4. The amount obtained from sales of the content of the Parcel referred to in passage 3 is transferred by the Operator to the Sender at his/her expense, after deducting liabilities secured by a lien.
5. The Operator is entitled to demand that the Sender cover the difference if receivables secured by a lien exceed the amount obtained from sales of the content of the Parcel.
6. If sale of the content of the Parcel or its part is impossible, treatment of the unsold content of the Parcel is regulated by the provisions of Article 32 and 33 passage 9 of uPP.
7. The provisions of passages 1-6 will not prejudice the provisions of the Act of 9

January 1997 - Customs Code (Dz.U. of 1997 no. 23 item 117, with later amendments).

SENDING PARCELS § 7

1. The Operator enables the Parcel Locker Parcels to be sent through: the Parcel Locker, as well as selected POPs. The possibility to collect the Parcel Locker Parcels by the courier may be provided in MP for the Users meeting the conditions determined therein or may depend upon signing a relevant written contract. The current list of places from where the Parcel Locker Parcels can be sent, along with their opening hours, is available at: <https://inpost.pl>
When sending the Parcel Locker Parcel in the Parcel Locker the Sender acts according to the instructions available at: <https://inpost.pl> as well as directly displayed on the monitor of the Parcel Locker. Before sending the Shipment at the Parcel Locker the Operator provides to the Sender the Regulations in an electronic form, i.a. by indicating a link to a website containing the Regulations. The Parcel Locker Parcel may be placed in the Parcel Locker only once. Every shipping label may be used only for one Parcel Locker Parcel. In justified situations the Operator may put the Parcel Locker Parcel into a box again, for instance, in case of the Parcel Locker is broken or a box is damaged.
2. One may put only one Parcel in one Parcel Locker box.
3. The Sender is responsible for correct preparation of the Parcel Locker Parcel including for: use of the proper packaging, permanent closure of the packaging, as well as generation, printing and permanent fastening of the label to the packaging of the Parcel Locker Parcel. Subject to the provisions of passage 11, for each Parcel Locker Parcel sent a separate label should be prepared, necessary for correct operation of the process of delivering the Parcel by the Operator. Subject to the provisions of passage 11, the incorrectly prepared Parcel Locker Parcels, without a label or with an illegible label will not be accepted or will be returned to the shipping Branch of the Operator, on the area from where the Parcel Locker Parcel was sent.
4. The Sender is responsible for specifying correct and complete data of the Recipient (if required), for correct preparation of the label including indication of, at least, the correct mobile phone number and e-mail address of the Sender (unless the contract with the Sender states otherwise) Sender, the mobile phone number of the Recipient, the size of the Parcel, its value in the case of insurance and the COD amount. This also applies to proper marking of the Parcel Locker Parcel which is to be sent. Failure to provide correct data may result in the inability to provide or proper performance of the "Paczkomaty 24/7" service. The Sender is obliged to verify the availability of the COD service, depending on the place of where the Parcel Locker Parcel is to be retrieved.
5. The Operator provides software used to prepare the Parcel Locker Parcel free of charge. Prior to beginning the use it is recommended to read with the operating manuals.
6. Sending via the Parcel Locker proceeds on the basis of the Sender's profile on the MP account. By default, the Parcel Locker used is the one marked as preferred in the Sender's profile on the MP account. There is a possibility to send the Parcel Locker Parcel using other Parcel Locker after selecting it in the Sender's profile on the MP account. The label intended for shipping in the Parcel Locker additionally contains the name of the shipping Parcel Locker, term of validity of the label, as well as the shipping code. If the Sender incorrectly select the target (collecting) Parcel Locker the Parcel is returned to the Sender if he/she requests so. The fee for return is collected in accordance with the Price List.
7. Selecting an option to send the Parcel by the Parcel Locker makes it possible to send it from any POP.
8. The label generated in MP or via InPost Quick Send is valid for 30 days calculated from the moment the fee is charged. The expiry date of the label is indicated on the label. After this date the Parcel Locker Parcel may not be sent using this label in the Parcel Locker or the Branch of the Operator. In justified cases, the Operator may extend the validity period of the label before the lapse of this period, after contacting the Operator's technical helpline at: 722-444-000 or 746-600-000 (both from landline and mobile phones).
9. When transferring the Parcel to the Operator's Branch or to the courier the Sender delivers two filled copies of a "Parcel confirmation" containing full address data of the Sender and the Operator, as well as the Sender's telephone number. The Sender prints the confirmation using software provided by the Operator. The Operator verifies the confirmations which, after signing, constitute a proof of shipping. One copy is for the Operator and the other for the Sender.
- 9a. In the case of sending the Parcel in POP, POP will issue its own Parcel confirmation.
10. The Parcel Locker Parcels can be sent after the User registers in the electronic system of the Operator (subject to the situation described in passage 11), enters all address data and top up the account or is provided with an opportunity to pay in arrears. Sending of the Parcel Locker Parcel additionally requires specification of the bank account number to which funds obtained from collections will be transferred.
11. The Sender may send the Parcel Locker Parcel in the Parcel Locker without the label referred to in passage 4, also if he/she does not have the MP account. In the case of shipping without the label, fees for the Parcel Locker Parcel should be paid at the Parcel Locker using the Acceptor or funds from the Sender's MP account, if he/she has one. For the Parcel sent without the label the Operator grants a unique number to track it in MP after retrieving the Parcel from a box in the shipping Parcel Locker.
12. In order to send a Parcel Locker Parcel, the Sender shall be obliged to indicate the Recipient's 9-digit (nine) digital mobile number to enable notification of the Recipient about the sending of the Parcel Locker and the place of its reception.

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Additionally, the Sender can provide address and e-mail address of the Recipient. Provided by the Sender: telephone numbers (Sender's and Recipient's) and e-mail addresses (Sender's and / or Recipient's) is necessary to provide the Paczkomaty 24/7 service, and this data is used to communicate with the Sender or Recipient while performing the Paczkomaty 24/7 service, in particular for the purpose of informing the Recipient about the possibility of reception of the Parcel Locker Shipment.

13. The date of shipping the Parcel Locker Parcel using the Parcel Locker is, at the latest, the next working day after placing this Parcel in the Parcel Locker. The Parcel Locker Parcels sent at POP or the Branch may not be transferred for further movement on the same day. This will be the case when the parcel is shipped after the so-called closing hour, i.e. after 13.00. The Parcel sent after 13.00 will be treated as sent on the following working day.
14. Sending of the Parcel Locker Parcels in POP or the shipping Branch proceeds on the same terms as in the Parcel Lockers, provided that the Parcel Locker Parcel is physically left in POP or the shipping Branch, and a proof of shipping of the Parcel Locker Parcel sent in this way is issued by the representative of the Operator accepting the Parcel Locker Parcel. Sending of the Parcel Locker Parcel in the shipping Branch or in POP is possible only during working hours of the Branch or POP.
15. Sender can use the option of sending a Parcel Locker Parcel by a courier, who arrives at the Sender's to collect the Parcel Locker Parcels declared by them earlier for sending in their MP.
16. The service of sending a Parcel Locker Parcel by a courier is included in the price for the Parcel, if the Sender sends 5 (five) and more Parcel Locker Parcels at once, and the Parcel Locker Parcels sent on the basis of the current Terms and Conditions of the Paczkomaty 24/7 Service by InPost - Sp. z o.o. sum up with Courier Parcels and Elements of Goods Consignments sent on the basis, and under the definitions of the current Terms and Conditions of Postal and Carriage Service of InPost Sp. z o.o. In other cases, the Sender who uses the option of sending a Parcel Locker Parcel, pays a one-off fee, regardless of the price for the service, as specified in the Price List.
17. The Operator ensures the service of sending by a Courier on a given working day, if the Sender orders the Operator to send their Parcel Locker Parcels via MP before 10:00 am. The Operator reserves that Parcel Locker Parcels may be collected by a courier in exceptional situations the next business day, despite the Parcel Locker Parcels being ordered before 10:00 am, if the Operator could not collect the Parcel Locker Parcels on a given day for reasons beyond their control e.g. a force majeure situation. In the event when a Courier Parcel Locker Parcel is ordered after 10:00am on a given day, the Operator may collect the Parcel Locker Parcels on the following working day.
18. If the Sender transfers to a Courier a number of Parcel Locker Parcels smaller than the one originally declared in the MP, the Operator has the right to collect the fee due for the service corresponding to the number of the Parcels originally declared in MP. The Operator reserves the right to verify the fee – originally calculated on the basis of the number of Parcel Locker Parcels declared by the Sender – for the courier collection service.

MOVEMENT AND TRACKING OF PARCELS

§ 8

1. In the event of proper shipping of the Parcel Locker Parcel, the Operator undertakes to the Sender that he will provide services that lead to movement of the Parcel Locker Parcel sent in this way. Movement of the sent Parcel Locker Parcel will proceed between shipping of the Parcel Locker, POP, the shipping Branch or the seat/address of the Sender and the so-called Receiving Parcel Locker (the Parcel Locker in which the Operator places the Parcel, and from which the Recipient may retrieve it), the receiving Branch or POP or indicated as the address.
2. After the Parcel Locker Parcel is placed in the Parcel Locker, the receiving Branch or POP, the Recipient receives a text message (or an e-mail) informing about the possibility to collect the Parcel within 48 hours (for the Paczkomat collection option) or within 72 hours (for POP or Collection Branch collection, or an Automatic Parcel Station available within limited hours, including due to its location, in a facility open in specific hours) after receipt of such information, indicating the location of the Parcel Locker, the collecting Branch or POP and the retrieval code for a given Parcel. In the case of failure to collect the Parcel Locker Parcel within 36 hours after receipt of the above information, the Recipient receives another text message or e-mail reminding about the possibility to collect the Parcel within the next 12 (Paczkomat) or 36 (Collection Branch or POP) hours. In the case of failure to collect the Parcel Locker Parcel within the above time limit, the Parcel Locker Parcel will be considered not retrieved and will be transferred - in order to provide it to the Recipient - to the Branch that operates a given receiving Parcel Locker or POP, or will be left in order to issue it to the Recipient in the Branch, if the place of the Parcel's delivery is the receiving Branch. The Parcel Locker Parcel can be collected from POP or the Branch during working hours of these points, within the period for collecting the Parcel, as is indicated in the first sentence above.

3. The Recipient receives detailed information regarding collection of the Parcel in the form of a text message or an e-mail. Any notice of the possibility to collect the Parcel Locker Parcel is made by the Operator only in the form of a text message or an e-mail.

4. The Operator provides the Recipient with a one-time option to extend, against payment, the term for retrieving the Parcel Locker Parcel at the Parcel Locker, the receiving Branch or POP, or to extend the term by further 48 hours by means of a Premium SMS.

Detailed principles of extending the term for retrieving the Parcel Locker Parcel are regulated by separate regulations published on the Operator's website: <https://inpost.pl>.

5. Should the Recipient not use paid extension of the term for retrieving the Parcel Locker Parcel at the Parcel Locker, the receiving Branch or POP – indicated in the preceding item, after expiration of the 48-hour, or the 72-hour, term for retrieving the Parcel Locker Parcel indicated in § 8, passage 2 of these Regulations, the Operator informs the Recipient, in the form of a text message or an e-mail, about sending the Parcel To the Branch referred to in § 8, passage 2 third sentence; the Parcel Locker Parcels may be collected from this Branch during its working hours within 3 working days, counting from the date of sending the notice referred to in the previous sentence. The term indicated in the previous sentence may not be extended as set out in § 8, passage 4 of the Regulations, whereas in the case of failure to retrieve the Parcel Locker Parcel within this time, the Operator returns the Parcel to the Sender for a fee provided for in the current Price List.
6. Verification of the Recipient in the Branch of InPost or POP is made on the basis of the phone number and the code sent by the Operator. The list of addresses of InPost Branches is available at: <https://inpost.pl>.
7. After entering the shipping number of the Parcel Locker Parcel at <https://inpost.pl> there is a possibility to track the current status of this Parcel. Tracking is possible from the moment of registering the Parcel Locker Parcel in the InPost system until it is retrieved by the Recipient or returned to the Sender.
8. The Operator reserves the possibility of temporary availability of the "podaj dalej" ("pass it on") service that consists in the fact that the Parcel Locker Parcel must be sent by means of MP with a pre-generated label and placed in the deposit box of the Parcel Locker and then, without transporting the Parcel Locker Parcel, is retrieved from the same box by the Recipient.

DELIVERY OF PARCELS

§ 9

1. The Operator undertakes to deliver the Parcel Locker Parcels to the Lockers (or to shipping Branch, POP, or to the recipient, if such option was available to the Sender), within up to 2 working days counting from the day of sending a Parcel Locker Parcel, taking into account the provisions of § 7 section 13 on determining the delivery day. The above mentioned deadline may be extended by further 2 days, pursuant to the provisions of section 18 below, and the Operator makes it possible in this extended time to collect the Parcel according to section 18 below. In the case of failure to keep the delivery deadline (2 working days, according to the first sentence above, or 4 working days, according to the second sentence above), the Operator, at the request of the Sender, returns half of the fee for the service to the user account at MP, or reduces the invoiced amount by half of the amount of the primary fee for such a service.
2. The terms indicated in passage 1 do not include statutory holidays, Saturdays and Sundays. The terms indicated in passage 1 are the expected times of the Parcel's delivery.
3. The Parcel is deemed delivered at the time of opening the box in the Parcel Locker, in which the Parcel is placed by a person who stated data necessary to open the box or, at the time of its physical delivery to the entitled person, if the delivery is made at the receiving Branch, POP, Mobile Parcel Locker or directly at the Recipient. The Paczkomaty 24/7 services is performed upon enabling the possibility to retrieve the Parcel according to the Regulations, which is made upon delivery of the Parcel to the Parcel Locker and notification of the Recipient pursuant to § 8 or passage 2 or delivery of the Parcel to a different point, pursuant to the provisions of § 9 passage 16 and 17, or delivery in a manner indicated in § 9 passage 4.
4. If justified, InPost reserves the possibility to deliver the Parcel:
 - a) directly to the Recipient at the address specified by them, located within the administrative boundaries of the township where the receiving Parcel Locker is located, and in the case of the recipient's objection, or failure to specify the address according to the above requirements, the Operator shall leave the Parcel for collection at the shipping Branch for the period of 3 subsequent days (after the expiry of which the Package is returned to the Sender), of which they shall notify the Recipient, or
 - b) near the Parcel Locker (Mobile Parcel Locker).

A justified situation is defined as overflow of an Parcel Locker, and a breakdown, deactivation, or maintenance of the system that serves the receiving Parcel Locker,

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- if the Operator has previously applied other forms of delivering the Parcel set out in this paragraph, in particular storing the Parcel according to section 18 below, or if these other delivery forms could not be applied as a result of force majeure.
5. Delivery of the COD Parcel Locker Parcels directly to the Recipient has to be preceded by paying the fee for this Parcel, at the latest, at the time of its retrieval. The Recipient may pay for the COD Parcel Locker Parcel using Pbl, by cash at authorised representatives of the Operator, at the Operator or by means of the Acceptor or POS at the Parcel Locker, if a given Parcel Locker is equipped with the Acceptor or POS. The Parcel Locker Parcel may be issued only upon presenting by the Recipient evidence confirming payment of the entire fee (the COD amount), also in an electronic form or as a retrieval code (in the case of Pbl) or after payment of this fee by cash to the Operator's authorised representative delivering this Parcel directly to the Recipient.
 6. The Parcel Locker Parcel can be shipped in the Parcel Locker or retrieved from it 24 hours a day / 7 days a week. The Operator reserves that the selected Parcel Lockers will be available in limited hours, including due to their location in facilities open in specific hours. Hours of availability of each Parcel Locker are specified at: <https://inpost.pl>
 7. The Operator reserves that in selected Parcel Lockers the retrieval of the COD Parcel Locker Parcels will be possible in specific hours or not possible at all. The list of Parcel Lockers supporting the COD Parcels, the possibility to pay for the COD Parcels using POS or the Acceptor and hours of availability are specified for particular Parcel Lockers at: <https://inpost.pl>. The Operator returns to the Sender all the COD Parcel Locker Parcels generated for the Parcel Lockers not supporting the COD Parcels. For returning the Parcel to the Sender one may collect the fee provided for in the Price List.
 8. After the Parcel Locker Parcel is placed in the Parcel Locker, POP or the receiving Branch, the Operator notifies the Recipient by an e-mail or a text message. Such message will contain, i.a. an individual code for retrieving the Parcel from the Parcel Locker, POP or the collecting Branch. In the case of the COD Parcel Locker Parcels a code is sent enabling the COD amount for the Parcel Locker Parcel to be paid. Mobile App users will receive a notification stating that the Parcel Locker Parcel can be collected, including the authorization code in the same application if the mobile App is installed on a mobile device using a SIM card that contains the phone number associated with the mobile App and the parcel intended for collection.
 9. The Parcel Locker Parcel may be retrieved only if a correct code and phone number is specified. In case of collection of Parcel Locker Parcel with use of the mobile App installed a mobile device using a SIM card that contains the phone number associated with the mobile App and the parcel intended for collection this code and phone number will not be required.
 10. The COD Parcel may be paid for only if a correct code and phone number is specified. The mobile App does not enable the collection of COD parcels.
 11. If the code is lost - the Recipient may recover it by contacting the Operator's technical helpline by calling: 722-444-000 or 746-600-000 (both from landline and mobile phones). The Operator sends the recovered code by a text message or an e-mail only for data assigned to a given Parcel if the User, before physical collection of the Parcel requested the Operator to withhold the release of the Parcel for reasons indicated in the following sentences. In the case of the theft or loss of the phone or the SIM card the Recipient immediately contact the Operator by phone and the Operator, as far as possible, will undertake to return the Parcel to the Sender, according to the Price List. For this purpose the Operator may also contact the Sender by phone.
 12. The Recipient bears the risk related to transferring the content of the text message containing the code, or the content of the mobile App containing it, to other persons. It is agreed that a person who receives the text message with the code from the Recipient is authorised by the Recipient to collect the Parcel Locker Parcel on behalf of the Recipient.
 13. The Parcel Locker Parcel requires the Recipient to proceed according to instructions displayed on the Parcel Locker's screen if the Parcel is delivered to the Branch, POP or directly to the Recipient. Shall the Parcel Locker Parcel be collected with use of the mobile App, the collection of such parcel requires the actions of Recipient that are consistent with instructions displayed in the mobile App.
 14. Availability of particular COD payment forms for particular Parcel Lockers or collection Branches is published at: <https://inpost.pl>
 15. The Parcel Locker Parcel is collected in the Branch or POP according to the same principles as from the Parcel Locker, with exclusion of provisions concerning the mobile App, provided that the Parcel is physically handed over to the entitled person by the representative of the Operator at the place of operation of the Branch or POP and in its operating hours.
 16. In the case when it is possible that the originally chosen receiving Parcel Locker will be overfilled, the Operator can suggest a different place for delivering the Parcel by indicating another Parcel Locker located no more than 2 kilometers in a straight line from the receiving Parcel Locker. In this situation, the Operator will send the recipient an e-mail or SMS with an information about possible overfilling of the receiving Parcel Locker, together with a link to a generated website in the <https://kurier.inpost.pl/domain>, where the Recipient can express their consent or objection for the delivery of the Parcel to a different Parcel Locker, specified on this page, and if the Recipient gives their consent for this other Parcel Locker, the Parcel can be delivered to that Parcel Locker, or to the originally selected Parcel Locker, if, after the Recipient agreed, the delivery of the Parcel to that originally selected Parcel Locker became possible. The Recipient can change their decision to redirect the Parcel, within the time and in the manner specified on the website mentioned in the previous sentence. The link to the website mentioned in the first sentence shall be transferred to the recipient by the Operator in an e-mail or SMS, containing also the information about the time in which the Recipient can express their consent or objection for the delivery of the Parcel to another Parcel Locker.
 17. If the Recipient does not agree for the delivery of the Parcel to a different Parcel Locker, or if they fail to decide in this respect within the specified time, pursuant to the provisions of section 16 above, the Parcel will be delivered to the receiving Parcel Locker, provided that, if the Parcel cannot be delivered to that Parcel Locker for reasons specified in section 18 below, the Operator shall apply the procedure as specified in this section.
 18. In the case of:
 - a) overfilling of the receiving Parcel Locker, or the Parcel Locker chosen according to section 16 above,
 - b) a breakdown, deactivation, or maintenance of the system that handles the receiving Parcel Locker, or the Parcel Locker chosen according to section 16 above,if the events described in the aforementioned letter a) or b) prevent the delivery of the Parcel to the Parcel Locker on the date indicated in section 1 above, the Operator will place the Parcel in storage at the POP or Temporary Parcel Locker, which will be located no more than 2 kilometers in a straight line from the receiving Parcel Locker. The storage period will be 2 business days, and in this time, the Operator makes it possible to the Recipient to collect the Parcel from the (POP) or 1 business day (for the Temporary Parcel Locker), in which it is kept, during availability hours of this POP or Temporary Parcel Locker. After the end of the storage period, provided that in this period, the Recipient did not collect the Parcel, the Operator will deliver the Parcel to the receiving Parcel Locker, where it can be collected by the Recipient on the terms specified in this paragraph.
 19. In the case of storing the Parcel at the POP or Temporary Parcel Locker, according to section 18 above, the Operator sends the Recipient an sms or e-mail containing a note on the matter:
 - a) placing the Parcel at the POP or Temporary Parcel Locker for storage, with the possibility of its collection by the Recipient,
 - b) a repeated notice of placing the Parcel at the POP for storage, with the possibility of its collection by the Recipient, after 24 hours from placing the Parcel at the POP,
 - c) ending the Parcel's stay at the POP or Temporary Parcel Locker, which means the beginning of the process of delivering this Parcel to the receiving Parcel Locker.
 20. The Operator reserves the right to monitor the activity in the neighborhood of the Parcel Locker. The records can be used for warranty complaint purposes, and made available to the authorized bodies.
 21. The Operator does not deliver Parcels to Post Office Boxes of Poczta Polska S.A.
 22. Collection of Parcels using mobile App, pursuant to rules set out in the present paragraph is possible in selected Parcel Lockers only, the list of which is available at: <https://inpost.pl>
 23. Shall there be more than one parcel placed by the Operator in the selected Parcel Locker, belonging to the same Recipient the Operator reserves the right to place all of such Parcels, or the Parcels selected at its discretion, in a single Parcel Locker. The Recipient shall be notified by the Operator about placement of multiple parcels in a single locker, under the previous sentence, in a message mentioned in passage 8 above. This provision shall not apply to Parcels subject to the additional COD service.
 24. The Buyer, before receipt of the Shipment, may obtain information on who is the Sender of this Shipment. It is not possible to provide such information to the Recipient, if, before it is transferred to the Recipient, the Sender requested the Shipment to be returned before it has been delivered, or has made a change of the previous Recipient before receiving the Shipment. In addition, the Recipient may obtain information about the last name or name of the sender of any Shipment which has been returned to the Sender due to not being received in due time by the Recipient. The Operator allows the above information to be provided to third parties (not being the Sender or the Recipient) only in cases specified by regulations of the commonly binding law.
- ### DELIVERY OF OVERSIZED PARCELS
- #### § 9a
1. In the case of the oversized Parcel as referred to in § 4 passage 9 of the Regulations, the Operator:

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- a) contacts the Recipient by phone to agree on the place of delivery of this Parcel, which takes place by sending the address of its delivery to the Operator by the Recipient, whereas if the Recipient cannot be contacted or if an unsuccessful attempt to contact is made, the Operator contacts the Sender in a manner specified above in order to determine the address for delivery of the Parcel, given that determination of this address is regarded as its change at the Sender's request, or
 - b) The Operator sends an e-mail message to the Recipient and the Sender with a request to send the address for delivery of the Parcel, with addition that if the Recipient and the Sender specify two different addresses the Operator sends the Parcel to the address provided by the Sender.
2. The phone contact referred to in passage 1 letter a above or the message referred to in passage 1 letter b above, will be made/sent within 48 hours from sending the message indicated in § 4 passage 8 of the Regulations, whereas by contacting by phone or sending the message, as referred to in passage 1 letter b above, the Recipient or the Sender have 48 hours to provide the address for delivery of the Parcel. If no address for delivery is transferred within this time and if the possibility to contact the Sender by phone is impossible or if an unsuccessful attempt to contact is made, the Operator will return such Parcel to the Sender. The Parcel is returned also if the Addressee refuses to accept the Parcels, the Sender refuses to indicate a new address for delivery, or if the address is indicated not in line with the provisions of passage 3 below. The price for returning the oversized Parcel with the dimensions do not exceed 500x500x800 mm and the weight below 25 kilograms, as well as the price for returning the oversized Parcel exceeding the above dimensions or weight is determined by the Price List.
 3. The address of delivery referred to in passage 1 above must be located within administrative boundaries of a town with the Branch operating the receiving Parcel Locker originally indicated by the Sender, and must specify name/full name of the Recipient, street (yard, avenue), no. of building/premise, postal code, town and phone number of the Recipient.
 4. The Operator will deliver to the Recipient the Parcel referred to in passage 1 above within 2 working days from the date of receiving from the Recipient or the Sender data for delivery of the Parcel, pursuant to the provisions of passages 1-3 above.
 5. As a matter of principle, the Operator delivers the oversized Parcels against a receipt directly to the hands of the Recipient or other person authorised to collect the Parcel, to the address indicated pursuant to the provisions of passages 1-3 above. The oversized Parcel may also be delivered to an adult household member or to other persons authorised to collect the Parcel, in accordance with the provisions of uPP.
 6. In the case of:
 - a) the recipient's absence during the delivery of a Parcel,
 - b) the absence of the person authorized to collect the Parcel according to section 5 above,
 - c) the Recipient or any person authorized to collect the Parcel, according to section 5 above, not having the prepared payment for collection (COD), which prevents the delivery of the Parcel with the collection option,
 - Operator - subject to paragraph 7 below - will attempt to contact the Recipient by phone to arrange a second delivery attempt on the same day. If the Recipient cannot be contacted or the Parcel cannot be delivered on the same day, the Operator will make a second attempt to deliver the Parcel on the next business day, and in the absence of the Recipient on the second delivery attempt, the Operator will leave an information at the delivery address (so-called notification) or notify the recipient via SMS or e-mail that he may receive the Parcel within the next 3 business days in the place and time specified by the information included in notification.
 7. Throughout the period of November and December (if the Parcel is delivered during this period), in case referred to in paragraph 6 point a-c above, the Operator, after the first attempt of delivery, will leave information (so-called notification) or notify the recipient via SMS or e-mail that he may receive the Parcel within the next 3 business days in the place and time specified by the information included in notification.
 8. The period of detention of the Parcel advised in the designated Parcel Service Point or Branch on the terms set out in paragraph 6 or 7 above, amounts to another three (3) business days, counting from:
 - a) the second attempt to deliver – In the case referred to in paragraph 6 above
 - b) the first attempt to deliver - In the case referred to in paragraph 7 above.After the expiry of the aforementioned period for the reception of the Parcel, amounting to 3 business days, the Operator shall return the Parcel not taken by the Recipient to the Sender according to the rules specified in § 10 of the Regulations, with the exception of the provisions of § 10 paragraph 4 of the Regulations.
 9. Return of the Parcel to the Sender shall also be made in case of the Recipient's refusal to accept the Parcel or wrong address of the Recipient. The return of an "extra-large" Parcel is paid in accordance with the rates specified in the Price List.
 10. The notified Parcel can be collected in POP or the receiving Branch during operating hours of these units. Opening hours of POP and receiving Branches are available at www.inpost.pl
 11. A delivery receipt for the Parcel may be provided in writing or electronically. Delivery of the Parcel is confirmed by the Recipient (or other authorised person) by a handwritten, legible signature. Verification of the Recipient in the situation described in paragraph 6 and 7 takes place respectively on the basis of an advice note or a telephone number and a code sent by the Operator, with the reservation that the Recipient's verification in the POP is only based on the telephone number and the code sent by the Operator. A delivery receipt for the Parcel confirms the receipt of the payment for the COD Parcel by the Operator and constitutes a payment confirmation for the Recipient.
 12. The provisions of § 9 passage 5 of the Regulations directly apply to principles of delivery specified in this paragraph.

MISSED PARCELS. SZYBKIEZWROTY.PL § 10

1. Any returns of missed Parcel Locker Parcels or the Parcels which cannot be delivered are paid for in accordance with the current Price List. The missed Parcel without the label is returned to the shipping Parcel Locker or to the address agreed by the Operator and the Sender. Other returns of missed Parcel Locker Parcels are sent to the Branch in which they were shipped, the Branch operating POP, in which they were shipped or to the Branch operating shipping Parcel Lockers, if the Parcels were shipped at the Parcel Locker. The returned Parcel Locker Parcels are retrieved in the Operator's Branch indicated above after notifying the Sender. The Sender has 7 days to collect the Parcel Locker Parcel. Persons who have a written agreement with the Operator for collecting the returned Parcel Locker Parcel from the Parcel Lockers can receive returns directly at the registered office of the company, however, this service is paid. In such case, payment amounting to the basic fee for the Parcel should be made for such a return.
2. The payment for the collection and insurance services, as well as paid (collected) fee for the Paczkomaty 24/7 services is not refunded, should one fail to retrieve the Parcel Locker Parcel.
3. A Parcel that cannot be returned to the Sender or delivered to the Recipient due to its non-collection on time, or a missing or incorrect address on this Parcel, is considered undeliverable and is directed to the Operator's Undeliverable Parcels Storage. In case of lack or erroneous address on the Parcel, as mentioned in the previous sentence thereof, the Operator will attempt to determine this address on the basis of the contents of the said Parcel, according to applicable regulations in this regard.
4. The sender, who is a User and simultaneously a Business Customer, if it is provided for by an agreement previously signed by the Sender with the Operator and with prior payment provided for in the contract or Price List, made by the Sender to the Operator, may offer his clients (the Recipients) the SzybkieZwroty.pl service realized as a Paczkomaty 24/7 service. The SzybkieZwroty.pl service consists of delivery of Parcel Locker Parcel by the Operator, sent through the Parcel Locker by the Sender's client, after receiving it from the Sender and entering the generated send code for the Parcel Locker Parcel, in accordance with the messages displayed on the Parcel Locker screen. The sender is responsible for providing the customer (recipient) with the correct sending code. Sender's customer (Recipient) is not entitled to request the performance of the SzybkieZwroty.pl service from the Operator, if the Sender did not provide the Operator with explicit consent for the provision of this service and did not make a payment for this service. The Sender's customer (Recipient) sending the Parcel as part of the SzybkieZwroty.pl service will be treated as the Sender of this Parcel within the meaning of the Regulations, with the exception of the rights specified in § 14 passage 4, and to perform the SzybkieZwroty.pl service, the provisions of these Regulations shall apply, in particular the Sender's obligation to properly pack the Parcel Locker Parcel and secure its content.

INPOST QUICK SEND

§10a

1. The Operator, within the InPost Quick Send functionality, enables the Retail Customers to order Parcel shipments within the Paczkomaty 24/7 service without the need to open a MP account, and on principles set out in the Regulations, but with amendments in the Paczkomaty 24/7 service, as set out in the present paragraph.
2. The InPost Quick Send can be used through the form available at: <https://inpost.pl/szybkienadania> (hereinafter the "Form").
3. Provisions of the Regulations concerning the MP, including MP functionality and the elements of Paczkomaty 24/7 service provided with use of MP, shall not be applicable to the InPost Quick Send.
4. Cash on delivery services are not part of the InPost Quick Send.
5. Courier Parcel collection service is not part of the InPost Quick Send.
6. Fee for InPost Quick Send ordered Paczkomaty 24/7 service is set out in the Price List.
7. The Sender may insure the Parcel sent through InPost Quick Send up to the maximum value of PLN 5000, the price for that is set out in the Price List.
8. When ordering the Paczkomaty 24/7 service through the InPost Quick Send the Sender is obliged to provide the following details of Sender and Recipient: name and surname, e-mail address, mobile phone number. The Sender is responsible for provision of erroneous details.
9. The return of a Parcel sent through InPost Quick Send shall be to the sending Parcel Machine, POP or Branch servicing the said Parcel Machine or POP.
10. The charge for Paczkomaty 24/7 service ordered through InPost Quick Send is considered paid once the Sender pays for the respective Parcel using the Form, according to the current Price List. The payments cannot be effected at the Parcel Locker or at POP when sending the Parcel.
11. Parcel ordered for sending through InPost Quick Send may only be paid for upfront, when finalizing the order for the InPost Quick Send service in the Form, with mediation of Acceptor.
12. In case the shipment label is not used by its deadline, also the deadline extended on application of the Sender, the Operator, with mediation of Acceptor, will return, on request of the Sender, the sum equal to the amount collected at ordering the Paczkomaty 24/7 service through the InPost Quick Send. This return shall be effected within 14 days, counted from the day following Sender's request.
13. VAT invoice will be issued, provided the Retail Customer selects appropriate check box in the Form. The VAT invoice will be sent to the e-mail address of the Sender, as indicated in the Form.
14. Provisions of the item 12 shall apply to returns of all other payables collected for the Paczkomaty 24/7 Service ordered through the InPost Quick Send.

"PARCEL ON WEEKEND"

§ 10b

1. The Operator provides the additional "Parcel on Weekend" service for Parcel Locker Parcels delivered to selected Parcel Machine, and including:
 - 1) placing the Parcel in the Locker on Saturday or Sunday (till 6 PM) –

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- provided it was sent on Friday (till 1 PM or according to the individual arrangements agreed with the Sender), or
- 2) placing the Parcel in the Locker on Sunday (till 6 PM) – provided it was sent on Saturday (till 1 PM)
- whereas the "sensing" should be understood, for the purpose of the present paragraph, as the transfer of Parcel by the Sender to a sending Parcel Machine or POP, or placement, by the Sender, of an order for a Courtier collection for hours specified in passages 1 & 2 above, provided the Sender does not use long term Courier Parcel collection services.
2. The said service is available exclusively for deliveries to Parcel Machines. The Operator reserves the right to limit the availability of the individual Parcel Lockers for the "Parcel on Weekend" service, within the scope defined in the info contained in the: <https://inpost.pl> website. Service Point and Customer delivery options do not form part of the Parcel on Weekend service.
 3. Sending a parcel subject to the "Parcel on Weekend" service is only available on Fridays and Saturdays. Parcels with ordered "Parcel on Weekend" service that were sent on other weekdays than those indicated in section 1 above will be delivered in standard mode, but the Operator reserves, in such a case, the possibility of adding a surcharge for the service, even if the Parcel is not delivered on Saturday or Sunday.
 4. In case of periods, where there are also holidays, the Operator reserves the right to publish, at: <https://inpost.pl>, and with appropriate notice period (14 days) the special schedule for the respective Parcel collection and delivery period, subject to the "Parcel on Weekend" service.
 5. In case the "Parcel on Weekend" service fails to be completed for a reason attributable do the Operator (and in particular due to a delay in collection or delivery of Parcel by the Operator) the surcharge for the service will not be charged. For "upfront" payments this charge will be returned to the account of Sender in SP; in case of downpayments, this will not be charged on the VAT invoice for the respective settlement period.
 6. By opting for the "Parcel on Weekend" service the Sender declares that it/he/she will appropriately inform the Parcel Recipients about the principles of this service and the possibility of completing individual orders within its framework, including the time required do prepare the Parcel, placing the order for its collection by the Courier (if the collection is ordered according to the Regulations) and its timely delivery to the Operator on the date and hour, as specified above in section 1. The Sender also undertakes to correctly process the Parcel, and in particular to select the "Parcel on Weekend" option during the editing of shipment label. In case of gross infringement of this section the Operator, following the earlier notice to the Sender requiring it to stop the infringements, reserves the right to bar the Sender from the provision of the "Parcel on Weekend" service for 30 days, and shall there, after the service is reinstated after such period the infringements repeat – to sent another notice to the Sender, requiring it to stop such an infringement, and after its deadline without a result – at its exclusive option – to bar the Sender from the provision of the "Parcel on Weekend" service for another 30 days, or to terminate the agreement that formed the basis for provision of this service to the Sender.
 7. Whenever a Parcel subject to the "Parcel on Weekend" service exceeds the maximum permissible dimension, as restricted for Parcels forming part of Paczkomaty 24/7 services, the process of its delivery will be subject to the procedure set out for oversize Parcel, as per Regulations, and the delivery will be effected to the Recipient on a business day, omitting the Parcel Locker. In such a case the Operator reserves the right to charge the additional charge for the "Parcel on Weekend" service.
 8. The Price List sets out the pice for the "Parcel on Weekend" additional service.
 9. The "Parcel on Weekend" additional service is provided exclusively as part of the underlying Paczkomaty 24/7 service, as per limitations set out in the Price List.

OPERATOR'S RESPONSIBILITY. COMPLAINTS. COMPENSATION

§ 11

1. The Operator is responsible for non-performance or undue performance of the Paczkomaty 24/7 services, if non-performance or undue performance occurred:
 - a) force majeure event;
 - b) for reasons attributable solely to the Sender or the Recipient,
 - c) due to the Sender's or the Recipient's violation of the provisions of uPP or the Regulations.
 - d) due to characteristics of the sent item, and in particular its high susceptibility to damage resulting from its defects or natural properties, the Operator is also not liable for the influence of atmospheric conditions on these items, the time passing from sending, damage to Parcel due to improper packaging or securing the items sent in the Parcel.
2. Subject to § 13 passage 7, claim for improper performance of the Paczkomaty 24/7 services will expire as a consequence of accepting the Parcel without reservations, in particular after retrieving the Parcel, also from the box of the Parcel Locker, POP or the Branch.
3. Subject to other provisions of this paragraph, the Operator will be liable only for damage or destruction of the Parcel that takes place in the period from sending the Parcel Locker Parcel at the Parcel Locker or in POP (possibly, from retrieving the Parcel sent by the Sender) until the moment of obtaining the Parcel at the Parcel Locker, POP or the Branch or directly to the hands Of the Recipient or the person authorised to retrieve the Parcel Locker Parcel.
4. The Operator is not responsible for delays in delivering the Parcel to the Parcel Locker, POP or the Branch and for delays in delivering the Parcel directly to the Recipient, if it results from force majeure, as well as for reasons not attributable to the Operator.
5. The Operator is not liable for damages in the Parcel:
 - a) consisting in loss of data recorded on any type of data carriers, including optical and magnetic discs,
 - b) consisting in measure and weight outside the boundaries of standard natural

- c) losses, and if there are no standards in this regard - within customarily adopted limits,
 - d) arising as a result of natural wear of the object, its defects or natural properties,
 - e) arising as a result of war, state of emergency, strike, riot, act of terrorist, act of sabotage,
 - f) caused by a nuclear reaction or radioactive contamination, regardless of source of this contamination,
 - g) resulting from incorrect addressing,
 - h) consisting in inconsistencies concerning the weight and the content of the Parcel with the weight and the content declared at sending, if the packaging does not bear signs of intervention,
 - i) visible damages reported later than at the moment of accepting the Parcel.
6. The Operator is responsible for non-performance or undue performance of the Paczkomaty 24/7 services within the scope specified in these Regulations if its non-performance or undue performance:
 - a) is a consequence of a prohibited act;
 - b) was caused by the Operator's intentional fault;
 - c) results from the Operator's gross negligence.In the situations specified in letters a), b) and c) above the Operator bears responsibility on the general terms according to the provisions of the Act of 23 April 1964 - Civil Code (Dz.U. of 1964 no. 16 item 93, as amended amended).

§ 12

1. In the case of delivery of the Parcel to the Parcel Locker later than specified in § 9, passage 1, the Sender or the Recipient holds the right to file a complaint for the delayed delivery of the Parcel.
2. The complaint is filed:
 - a) no earlier than on the 5th (fifth) day from sending the Parcel;
 - b) however, no later than within 60 (sixty) days from the date the Parcel was sent.
3. The complaint should contain:
 - a) the full name or the name of the company and the address of residence or the registered address of the Sender and the Recipient,
 - b) indication of the complainant,
 - c) the number of the bar code attached to the shipping confirmation and on the Parcel,
 - d) justification of a complaint,
 - e) contact phone of the complainant or the electronic address.

§ 13

1. The Paczkomaty 24/7 service is deemed incomplete if the Parcel or its content is completely destroyed or lost.
2. The Paczkomaty 24/7 services is deemed improperly performed if the Parcel or its content is damaged.
3. Undelivered Parcel Locker Parcel is deemed lost if delivery or notification of the possibility to retrieve it at the Parcel Locker, POP or the Branch or deliver it directly to the Recipient is made within 30 days from the date of sending.
4. The modal form of the complaint/damage report is determined by the appendix to the Regulations.
5. There is no possibility to submit a complaint using MP, however, the Operator provides the possibility to initiate the complaint procedure during the process of retrieving the Parcel Locker Parcel from the Parcel Locker box by following instructions displayed on the Parcel Locker's screen. For this purpose, using a relevant option at the Parcel Locker, one should immediately put the Parcel Locker Parcel back in the Parcel Locker box for the Operator's disposal. The complaint form is sent to an e-mail of the Recipient, who is obliged to fill it in within 14 days and approve it, which is tantamount to submitting a complaint. Failure to fill the form in within the specified time results in sending the Parcel back to the Sender. After retrieving the Parcel from the Parcel Locker and delivering it to the Branch by the Courier, the Operator opens the Parcel in the presence of a committee and prepares an appropriate report. Based on this, the Complaint Department of the Operator recognise the legitimacy of the complaint or refuse to recognise it and consequently undertakes further activities specified in these Regulations.
6. Until submitting the complaint the Recipient can retrieve the Parcel from the Operator's Branch.
7. Claims related to Shipment losses or damages invisible on receipt can be reported by the Recipient no later than within 7 days from the date of receiving the Shipment. In the event that the Recipient observes any damages invisible at the time of collecting the Shipment, the Operator makes it possible for the Recipient to transfer the electronic damage certificate with the use of the form available on the website: <https://inpost.pl/protokol>.

§ 14

1. One is entitled to compensation for default or improper performance of the Paczkomaty 24/7 services:
 - a) loss or damage of the Parcel not containing correspondence - in the amount not higher than normal value of lost or damaged items;
 - b) loss or damage of the Parcel with the value declared (insured Parcel) - in the amount demanded, not higher, however, than the declared value of the Parcel;
 - c) for loss of the Parcel containing correspondence - in the amount ten times higher than the fee for the service, however, not lower than the amount fifty times higher than the fee for treating the Parcel as a registered one, specified in the price list of universal services;
 - d) for delay in delivering the Parcel in relation to a guaranteed time of delivery - in the amount lower than twice the amount of the fee for rendering such

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- service;
- e) for loss of the insured Parcel - in the amount not higher than the sum insured for given Parcel resulting from the table, determined in accordance with the provisions of § 28.
2. In the case of sending items or any materials with the value exceeding the amount of PLN 200 (two hundred), or items whose loss or damage would result in claims exceeding this amount, the Operator recommends buying insurance for such Parcel, as indicated in § 28 of these Regulations. The above does not exclude or limit the Operator's liability for loss or damage of the Parcel.
 3. Compensation is paid upon request reported in the complaint. If the complaint does not specify the amount of compensation and the right to compensation does not raise any doubts, the Operator calls the complainant to indicate the amount of compensation.
 4. In the case of non-performance of the service the Operator, regardless of the attributable compensation, returns the entire fee collected for the service.

§ 15

1. In the case of default or improper performance of the Paczkomaty 24/7 services the right to submit the complaint is granted to:
 - a) The Sender,
 - b) The Recipient - if the Sender waives its right to submit claims or if the Parcel is to be delivered to the Recipient or retrieved from the Parcel Locker box.
2. The complaint can be reported:
 - 1) in the case of loss or damage of the Parcel:
 - a) directly upon receiving the damaged or incomplete Parcel, if the Operator prepares the damage report at that time,
 - b) after the Parcel is received, if a written declaration of losses or damages of the Parcel was submitted at that time or the report was drawn up, as referred to in letter a),
 - c) directly at the Parcel Locker, according to § 13 passage 5 above,
 - d) within the set time limit referred to in § 13 passage 7, in the case of damages and losses that cannot be identified from the outside confirmed after receiving the Parcel;
 - 2) for loss of such Parcel, on the next day after the deadline on which the Paczkomaty 24/7 services is to be performed, calculated pursuant to § 9 passage 2;
3. The complaint may be submitted no later than within 12 months from the day the Parcel was sent, subject to § 11 passage 2 of the Regulations.
4. The complaint for default or improper performance of the Paczkomaty 24/7 services reported after expiration of the terms referred to in passage 3 and § 11 passage 2 of the Regulations is left without examination, about which the Operator promptly notifies the complainant.
5. Complaints for default or improper performance of the service and claims under delayed delivery are recorded in writing or orally in the Operator's Post Office, or by phone, calling the helpline at 722-444-000 or 746-600-000 (both from landline and mobile phones), or electronically, by correctly filling the complaint form at <https://inpost.pl>, or in writing by sending the letter to the address of the Operator's registered office, located in Kraków, postal code 30-552, ul. Wielicka 28, with the following note: "Complaint Department". The complaint procedure can also be initiated as set out in § 13 passage 5.
6. Complaints and claims reported in a different way than defined in item 5 above will not be examined, about which the complainant will be notified in writing.
7. Each submitted complaint and claim is given a unique number; in the case of complaints it is IPR number - (Internet Complaint Confirmation) and in the case of claims it is IPS number (Internet Claim Confirmation), which the complainant/the claimant is obliged to specify in subsequent letters concerning a complaint/claim.
8. In connection with the reported claim or complaint investigation procedures will be initiated.
9. Only one claim or complaint can be submitted with regard to a given Paczkomaty 24/7 services.

§ 16

1. The complaint should contain at least:
 - a) the full name or the name of the company and the address of residence or registered office of the Sender and the Recipient;
 - b) indication of the complainant;
 - c) object of the complaint;
 - d) in the case of the insured Parcel - information on insurance;
 - e) the number of a document confirming shipping or the Parcel number;
 - f) justification of the complaint;
 - g) amount of compensation if the complainant demands the compensation;
 - h) signature of the complainant in the case of the complaint reported in writing, or data identifying the complainant in the case of the complaint filed electronically or by phone;
 - i) date of preparation of the complaint;
 - j) the list of enclosed documents;
 - k) the complainant's contact phone or electronic address.
2. The written complaint should be accompanied by the following documents, along with the note on the envelope informing on the number of the complaint submitted (IPR), if such number is already assigned:
 - a) an original of a document confirming shipping or a printout of the Parcel confirmation in an electronic form;
 - b) a declaration of the waiver of claims - if the Sender transfer his/her rights to the Recipient;
 - c) a report drawn up by the Operator directly at the moment of receiving the damaged or incomplete Parcel - if the Recipient receives this Parcel (and prepares the damage report), or
 - d) the Recipient's declaration of confirmed losses or damages of this Parcel

- submitted to the Operator at the moment the Parcel is received, according to the provisions of § 13 passage 7;
- e) packaging of the damaged Parcel, if the Operator to do so;
 - f) a declaration of invisible losses or damages of the Parcel, keeping the deadline referred to in §13 passage 7;
 - g) description of a circumstance confirming Parcel or delivery of the postal item and indication of evidence confirming this fact;
 - h) other documents required by the Operator during the conducted complaint procedure necessary to explain and determine circumstances of the case;
3. The complaint submitted in a form other than in writing should contain the information referred to in passage 2 and the date and the place of sending the Parcel.
 4. The complaint filed by means of electronic communication should be accompanied by copies of the documents referred to in passage 2 and 3. If it is necessary for proper examination of the complaint the Operator may request originals of these documents to be transferred. In the case of reporting the complaint by phone the documents indicated in passage 2 are to be sent to the registered office of the Operator.
 5. In the case of the documents referred to in passage 2 letter a) and b) it is possible to submit their copies confirmed by the Operator's employee.
 6. An original of the document confirming Parcel or receipt of the Parcel is returned to the complainant against receipt, at its request that can be submitted at any moment.
 7. The complaint is notification of default or improper performance of the Paczkomaty 24/7 services which contains the compensation request.

§ 17

Submission of the complaint in the electronic form in which the complainant indicates his/her its e-mail address is tantamount to consent to delivery of the call referred to in § 20 passage 1, notifications referred to in § 15, passage 4 and § 21 and answers to the complaint referred to in § 22 or information about the result of examination of the appeal referred to in § 24, passage 1 in the electronic form, sent to the indicated address.

§ 18

1. The Operator's Branch receiving the complaint in writing or orally for the record issues the complaint receipt confirmation to the complainant and, if the original Parcel confirmation document is attached, this document as well.
2. In the case of submitting the complaint directly in the Branch (or orally for the record or in writing) or in the electronic form, the Operator immediately issues in writing or sends in the electronic form the confirmation of its receipt, specifying the name, address and phone number of the Operator's Branch or an employee examining the complaint.

§ 19

Complaints and claims are considered by the Operator within 30 days from its notification. Claims and complaints are examined by the Complaint Department of the Operator. In the case of the complaint this term starts on the day the complainant submits the correct complaint along with all required appendices.

§ 20

1. If the complaint/claim does not meet the formal requirements referred to in § 12 passage 3 and § 16, excluding § 16 passage 1 letter g) the Operator, if he considers it necessary to properly examine the complaint, calls the complainant/claimant to remove the formal shortcomings within 7 days from the date of delivery of the call, otherwise the complaint/claim is left without examination. The call should contain information of the type of shortages, which should be supplemented, time for supplementation and consequences of not supplementing shortcomings within the set time limit.
2. The term referred to in passage 1 is not taken into account when calculating the term for examining the complaint.

§ 21

The complaint or the claim reported by an unauthorised person will be treated as not submitted, about which the Operator promptly notifies the complainant, informing him or her about the possibility to report the complaint by an authorised person.

§ 22

1. Answer to the complaint contains:
 - 1) the Operator's name and if the Operator determines a unit competent for examination of the complaint, the name of this unit;
 - 2) reference to the legal basis;
 - 3) decision on granting or rejecting the complaint;
 - 4) in the case of granting compensation - the amount of the compensation, and information about the time of its payment not longer than 30 days from the date of granting the complaint;
 - 5) information about the right to appeal and indication of the address to which the appeal should be submitted and information on the possibility to pursue claims specified in the Act earlier, i.e. before exhausting the second instance complaint method:
 - a) in the court proceedings, or
 - b) as part of the procedure for settling consumer disputes out of court, before the President of the Office of Electronic Communication;

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- 6) data of the Operator's employee identifying him/her as the one authorised responding to the complaint with specification of the position he/she holds.
2. Answer to the complaint should additionally contain:
 - 1) reasons in fact and in law - if the Operator rejects the complaint, either in full or in part;
 - 2) information on the reason to retain the Parcel when the complaint relates to the Parcel retained by the Operator in the cases specified in Article 36 passage 2 of uPP.

§ 23

If the Operator rejects the complaint, either in full or in part, the complainant may appeal to the Operator's Department of Appeals of the Complaint Department, within 14 days from the date of delivery of the answer to the complaint, whereas the Appeal submitted with violation of that the term is left without examination.

§ 24

1. The Operator examines the appeal immediately and informs the complainant on the result of examination of the appeal within no more than 30 days from the date the appeal is received. The provisions of § 22 passage 1 items 1-4, item 6 or passage 2 item 1 and § 17 apply accordingly.
2. The information referred to in passage 1 should contain information about exhaustion of the complaint procedure or the right to pursue claims specified in UPP:
 - 1) in the court proceedings, or
 - 2) on the out-of-court resolution of consumer disputes before the President of the Electronic Communications Office.

§ 25

The Operator's failure to grant an answer to the complaint or the appeal within the agreed time results in granting the complaint within the limits of the Operator's responsibility specified in the uPP.

§ 26

The call referred to in § 20 passage 1, the answer to the complaint referred to in § 22, or the information about the result of examination of the appeal referred to in § 24 passage 1, as well as the notification referred to in § 15 passage 4 and § 21 are sent by registered mail against the receipt, excluding cases when the complaint is submitted in the electronic form.

§ 27

1. If the compensation claim is granted, the Operator pays due compensation no later than within 30 days from granting the claim.
2. The Sender or the Recipient has the right to submit the claims specified in the Regulations, in the court proceedings or the proceedings specified in § 24 passage 2 item 2 or 3, regardless of exhaustion of the complaint procedure.
3. The complaint procedure is deemed exhausted if the Operator rejects to grant the complaint or does not pay the claimed amount within 30 days after granting the complaint. One does not need to appeal against the result of the examination of the complaint to exhaust the complaint procedure.
4. In the case of exhaustion of the complaint procedure the Consumer may use the possibility to out-of-court settlement of disputes by electronic means via the ODR Internet platform, which gives the possibility to pursue his/her claims in connection with the Paczkomaty 24/7 services. The ODR platform is available at: <http://ec.europa.eu/consumers/odr/>.

INSURED SHIPMENTS § 28

1. The Parcel Locker Parcels may be insured for an extra fee. The price list of the insurance service and the values of the sums insured are indicated at: <https://inpost.pl> or in a written contract signed with the Sender.
2. In the event of damage or loss of the insured Parcel Locker Parcel, the Sender (or the Recipient, if the Sender waived his/her compensation claim) is entitled to compensation equal to the actual value of the Parcel Locker Parcel documented in accordance with the Regulations, but not exceeding the sum insured of such Parcel.
3. For lost uninsured Parcels one is entitled to compensation provided for in the provisions of § 14 of these Regulations.
4. For the Insured Parcel the provisions of these Regulations apply in full, with the following changes:
 - a) The Sender selects the option of insurance in MP or POP and pays the respective fee, in accordance with the current Price List of the Operator
 - b) a written contract with the Customer may provide for a different way to pay the fee for insuring the Parcel;
 - c) The Sender is obliged to prepare the Parcel that is to become the Insured Parcel so as to ensure that its content cannot be accessed, and items located inside the packaging were protected against damage or destruction in transport; moreover, the Insured Parcel must comply with the requirements envisaged for the Parcel Locker Parcel and cannot contain items that are hazardous or unacceptable by these Regulations, and may not expose the environment or other Parcels to damage;
 - d) In the case of selecting the option of insurance, the Sender ensures that its content is consistent with the requirements of c) above or states the sum insured, that may amount to:
 - I. up to PLN 5,000.00,

- II. PLN 5,001.00 - PLN 10,000.00 zł,
 - III. PLN 10,001.00 to PLN 20,000.00,
 - according to the valid Price List of the Operator;
 - e) Information about the Insured Parcel sent in this way is displayed in MP or other application used to send the Parcel Locker Parcels.
 - f) After paying the fee for insurance of the Parcel the Operator assigns the shipping number to it.
5. In the case of the complaint proceedings concerning the Insured Paczkomaty 24/7 services the provisions of the Regulations apply with the following changes:
 - a) apart from documents required by these Regulations, the complainant is obliged to additionally present a document/documents confirming the actual value of the Insured Parcel (a VAT invoice or a different proof of purchase), according to the Sender's declaration indicated in passage 4 letter d) above, and, in the case of the lack of the document confirming the actual value of the content of the Insured Parcel, a written statement concerning the content of the Insured Parcel and other evidence sufficient to undoubtedly assume that such was the content and the value of the Parcel;
 - b) the complaint, as well as the compensation claim is reported by the Sender or the Recipient, if the Sender waives his/her claims according to the Regulations or by their authorised representative duly empowered by a separate written document addressed to the Operator along with the original document confirming the Parcel or documents confirming the actual value of the content of the Insured Parcel, and if there are no documents confirming the actual value of the content of the Insured Parcel, a written declaration of the content of the Insured Parcel and other credible evidence sufficient to undoubtedly assume that such was the content and the value of the Parcel;
 - c) the compensation claim is entitled for destruction, damage or loss of the Insured Parcel accepted by the Operator in the amount of the damage actually incurred, but not higher than the sum insured indicated in passage 4 letter d), subject to payment of the respective insurance fee at the latest on the day of its sending.
 - d) if an authorised person is a VAT taxpayer then the due compensation will be paid in the net amount without VAT;
 - e) The Operator, in order to explain and examine the complaint and/or compensatory claim, may request the entitled person, the Sender and the Recipient to provide information and explanations and deliver relevant documents.
 6. The insurance protection does not cover the Parcels containing items unacceptable by these Regulations, including:
 - a) hazardous substances as defined by the separate regulations, especially flammable, explosive, radioactive, caustic or odorous substances, weapons and/or ammunition,
 - b) drugs and other psychotropic or intoxicating substances,
 - c) works of art, antiques,
 - d) items fragmented or damaged before shipping,
 - e) vouchers.
 7. The Operator reserves that with regard to particular types of the Paczkomaty 24/7 services there may be special principles concerning insurance of such Parcel, especially resulting from an individual contract, whose provisions will prevail.

SPECIFIC CONSUMER RIGHTS § 29

1. The contract for the provision of the Paczkomaty 24/7 services signed with the Consumer using MP or the InPost Quick Send is a remote agreement, as defined by Article 2 passage 1 item 1 of uPK.
2. The Sender being the Consumer may, on the basis of Article 27 of uPK, withdraw from the contract for the provision of the Paczkomaty 24/7 services signed in the mode described in paragraph 1 above within 14 days from its signing, if the Operator fully performed the Paczkomaty 24/7 services with the express consent of the Consumer who is fully informed before the commencement of the service of the fact that after completing the service the Operator loses the right to withdraw from the contract, referred to in Article 27 of uPK.
3. If the Consumer referred to in passage 2 above withdraws from the contract, the statement on withdrawal from the contract is required, which can be done: on a form appended to these Regulations, sent by e-mail to: oswiadczenie@inpost.pl or using an electronic form available at: <https://inpost.pl>, or in writing.
4. In the case of the withdrawal from the contract referred to in passage 2 above, the Sender being the Consumer incurs the costs of the fee provided for in the Price List for services provided by the Operator before the Consumer withdraws from the contract.
5. The Sender being the Consumer signing the contract for the provision the Paczkomaty 24/7 services in a manner indicated in passage 1 above may request to provide this service by the end of the term for terminating the contract, by submitting in MP, or through the <https://inpost.pl> website, a clear declaration with such request.
6. The Operator issues to the Consumer a confirmation of the contract referred to in passage 1 upon receiving the approval of the Consumer in the form of a pdf file sent to the Consumer's e-mail address specified in MP or when ordering the InPost Quick Send service.
7. The provisions of passages 1-7 of this paragraph do not apply to contracts for the provision of the Paczkomaty 24/7 services signed by the Consumer directly at the Parcel Locker, in the Branch or in POP.

UNAVAILABILITY OF THE SERVICE. EMERGENCY EVENTS § 30

1. The Operator reserves that the service can be unavailable due to the failure of the Parcel Lockers resulting from damage caused by third parties, temporary deactivation of the Parcel Lockers, POP or payment terminals in the case of power supply interruption. Breakdowns of the Parcel Lockers will be removed immediately by the Operator or an entity authorised by him.

Regulations of "Paczkomaty 24/7" service provision by InPost Sp. z o.o.

2. In case of regulations being placed, by authorised state authority, in connection with exceptional events, including regulations introducing states of emergency (state of emergency, state of natural disaster, state of epidemic or epidemic threat, martial law, war) – and as long as the occurrence of the aforesaid emergency events may threaten such values as human health and life of the Senders, Recipients, their staff or the Operator's staff, or may cause or causes discontinuance of provision of services by the Operator – the Operator may temporarily suspend or limit the provision of Services subject to the present Regulations, or modify the principles for their provision.
3. Emergency events, as mentioned in passage 2 above, shall be understood as natural disasters (including draughts, earthquakes, landslides, floods and storms), war, declared or undeclared military activities, terrorist attacks, rebellions, revolutions, uprisings, military or civilian coup d'etat, unrests, riots, strikes, embargoes, biological or radioactive contaminations, lockouts, blackouts, aircraft disasters, explosions, including explosions of munitions, explosives, flammables, epidemics, pandemics, grid and network failures, including telecommunication network failures.
4. The Operator will publish the information about suspension, limitation or modification mentioned in passage 2 above at its webpage <https://inpost.pl> and it also may – if the emergency event or regulations of state authorities issued in connection with that event do not hinder it – notify about this the Senders and Recipients by means e-mails or text messages.
5. Shall the information, as mentioned above in passage 4, fail to include the date of such suspension, limitation or modification, as mentioned in passage 2 above, such suspension, limitation or modification of service shall be effective on the day of publication of information indicated in passage 4 above at the Operator's webpage.
6. The suspension, limitation or modification, as mentioned in passage 2 above, may not last longer than the duration of states of emergency – and if such state was not introduced – not longer than the duration of emergency event; the Operator may extend this period by 7 days following the end of state of emergency or emergency event.
7. Shall the entitlement to suspension, limitation or modification, as mentioned in passage 2 above, have no grounding in acts of law issued by state authorities in connection with occurrence of emergency events, this suspension or limitation of provision of Services under the present Regulations, or their modification should be proportionate to the event or state of emergency in question, its territorial range, and the degree of threat to the interests listed in passage 2 above.
8. The provisions of passages 2 to 7 of the present paragraph shall also apply to the Price List, with the limitation that such a modification can not be in form of increase of price for the respective Service.

FINAL PROVISIONS

§ 31

1. The Regulations apply also to contracts signed before its effective date. This does not apply to contracts signed with the Consumers.
2. No provision of the Regulations applies to contracts signed with the Consumers, if such provision would be deemed a prohibited contractual clause or practice infringing upon the collective interests of the Consumers. In all other respects the provisions of the Regulations are binding upon by the Consumer, unless they are expressly excluded in the Regulations with regard to the Consumers.
3. The Operator will inform the Senders about any important changes in the Regulations and the Price List in the form of a notice posted on the Operator's website: www.inpost.pl, at least 14-days in advance.
4. The Regulations enter into force on 1 September 2020. As of this date the previous Regulations of 23 April 2020 are repealed.

APPENDIX NO. 1

THE TEMPLATE FORM FOR WITHDRAWAL FROM THE CONTRACT BY THE CONSUMER ACCORDING TO ARTICLE 27 OF THE ACT ON CONSUMER RIGHTS

(this form should be filled and sent back only if one wishes to withdraw from the contract)

Recipient: InPost Sp. z o.o., ul. Wielicka 28, 30-552 Kraków, helpline: 746-600-000 or 722-444-000

- _____ I/we " _____ hereby inform/informs ¹ - ¹ about

my/our withdrawal from the contract for the provision of Paczkomaty 24/7 service

- Date of the contract: _____
- Full name of the Consumer(s): _____
- Address of the Consumer(s): _____
- Shipping number of the Parcel: _____
- Signature of the Consumer(s) (only if the form is sent in the paper version)- Date: _____