

TOP CHARITY AUCTION PLATFORM TERMS AND CONDITIONS 2026

This document constitutes the terms and conditions (the “**Terms**”) governing the rules of participation in Auctions (as defined below) and use of the platform at the topcharity.eu domain (the “**Platform**” or “**TOP CHARITY Platform**”). By using the Platform, the User (as defined below) undertakes to comply with the Terms. A condition of participating in an Auction is the User's acceptance of the rules and conditions of the Auction set out in these Terms.

The Terms are available at all times within the Platform. The Operator (as defined below) makes every effort to ensure the highest level of services, transparency of operations and the comfort and safety of Users.

§ 1. DEFINITIONS

The terms used in the Terms below shall have the following meanings:

Operator	Omenaa Art Foundation with its registered office in Warsaw, ul. Fryderyka Joliot-Curie 28, unit U2, 02-646 Warsaw, entered into the register of associations, other social and professional organisations, foundations and independent public healthcare institutions of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0001008016, NIP: 5213998083, REGON: 523988736;
Auction	an offer to sell an Experience or Object, in the course of which Bidders may, within a specified period of time, declare the price for which they are prepared to acquire the Experience or Object;
Experience	an item offered for sale on the TOP CHARITY Platform, including any item offered or sold in an Auction;
Catalogue	a document prepared by the Foundation containing descriptions of the Objects, together with the starting price, that will be offered for sale during the Auction. The descriptions contained in the Auction Catalogue may be supplemented or amended by the Operator until the conclusion of the sales agreement. The Operator warrants that the catalogue descriptions of the Objects offered at the Auction have been prepared in good faith using the experience and professional knowledge of the Operator's staff and the experts cooperating with the Operator;
Account	a set of data and information about the User maintained for the User by the Operator, including data confirming the fact of Account Registration,

	enabling the User to use specific functionalities of the Platform, including the placing of Bids in Auctions;
Buyer	the winner of an Auction or a User who acquires an Experience or Object via the TOP CHARITY Platform without an Auction;
Bidder	a User holding an Account who has placed a Bid for the acquisition of an Experience or Object in an Auction;
Login	the process of authenticating and authorising a User who has created an Account on the Platform, as a result of which the User, by correctly providing the Account access credentials (in particular the telephone number and a one-time login code), may obtain access to the functionalities of the Platform reserved exclusively for Account holders;
Object	a work of art or other collectible item offered for sale at an Auction, transferred to the Operator by donors or owned by the Operator;
Bid	the gross price expressed in Polish zloty indicated by the Bidder for which they are prepared to acquire the Experience or Object in the Auction;
Platform or TOP CHARITY Platform	the online service available at the topcharity.eu domain, enabling Account Registration, Login for Users with an Account, the browsing of content and the use of the functionalities made available within it;
Account Registration	the process of creating an Account;
Terms	these TOP CHARITY Platform Terms and Conditions;
Seller	the entity indicated within the TOP CHARITY Platform that initiates the Auction, as a result of which it transfers the Experience to the Buyer. The Seller may be the Operator;
Sales Agreement	an agreement the subject of which is the sale of an Experience or Object via the TOP CHARITY Platform, concluded between the Seller and the Buyer;
Service or Services	a service or services provided by electronic means within the Platform consisting in granting access to content and enabling the use of functionalities, access to which may be restricted by the need for Account Registration;
User	an entity that has obtained an invitation or access to the services provided within the TOP CHARITY Platform.

§ 2. GENERAL PROVISIONS

1. Use of the TOP CHARITY Platform requires that the User has at their disposal an ICT system meeting at least the following technical requirements:
 - a) access to the Internet via an active Internet connection;
 - b) possession of a device and a standard web browser enabling the viewing and reading of websites;
 - c) possession of an address and access to a configured email account.
2. The Operator allows access to the Platform without the need to register an Account; however, the Service available with such access is limited and, in particular, does not enable the placing of Bids in Auctions.

§ 3. ACCOUNT REGISTRATION

1. In order to use specific functionalities of the TOP CHARITY Platform, in particular the placing of Bids in Auctions, the User should register an Account. Each User may hold one Account.
2. Account Registration may take place as a result of:
 - a) an invitation of a specific User by the Operator to participate in Auctions;
 - b) completion of an electronic form available on the TOP CHARITY Platform with an application for Account Registration, by providing the User's first name and surname, email address and telephone number, whereby the data may also be entered by the Operator as part of a prior invitation;
 - c) a referral by another User to participate in Auctions.
3. Account Registration requires positive verification by the Operator with respect to the data provided by the entity applying for Account Registration, the security of the Auction and the safeguarding of the performance of the Sales Agreement. The verification process may include a verification interview. The Operator reserves the right to request the submission of additional declarations and documents necessary to perform the verification. Following positive verification, the User applying for Account Registration shall obtain access to the Account upon acceptance of the Terms. The Operator may decide to grant conditional access to an Account to Users who have not yet been verified.
4. The User may log in to the TOP CHARITY Platform using a login in the form of their telephone number. By logging in to the TOP CHARITY Platform for the first time, the User voluntarily commences using it.
5. The Account contains User data provided during Account Registration or as part of data updates. The User must not allow other third parties to use the Account, including by disclosing the password used for accessing the Account. The User is obliged to keep the Account password secret and to protect it against disclosure. The User is obliged to inform the Operator without delay if the access credentials to the Account have been intercepted by third parties and to explain the circumstances of such interception.
6. Account holders may be natural persons with full legal capacity, legal persons and organisational units without legal personality but capable of acquiring rights and incurring obligations in their own name. Persons with limited legal capacity may also be Users to the extent that they may acquire rights and incur obligations in accordance with the provisions of generally applicable law.
7. Without the Operator's consent, the User has no right to change their data provided during Account Registration, except in the event of an obvious mistake, nor to demand the issue of documents confirming the conclusion of a Sales Agreement to third parties other than the User, including persons related by blood or marriage to the User, or entities organisationally or capital-related to the User.
8. Where any place on the TOP CHARITY Platform allows the provision of data of third parties other than the User (e.g. for referral purposes), the User entering such data should hold the necessary consent to use such data on the TOP CHARITY Platform, and in the event of unauthorised disclosure of such data shall bear all liability connected with the provision of that data and declares that they shall release the Operator from any potential claims.

§ 4. USE OF THE TOP CHARITY PLATFORM

1. The User may browse content and use the Services on the TOP CHARITY Platform. Within their Account, the User may in particular:
 - a) participate in Auctions on the TOP CHARITY Platform by placing Bids;
 - b) acquire Experiences and/or Objects in an Auction or via the Platform without an Auction;

- c) view live video streams from TOP CHARITY in-person auctions, provided that such streaming has been made available by the Operator.
2. The TOP CHARITY Platform may present content concerning events and auctions taking place outside the TOP CHARITY Platform, in particular concerning Auctions in an in-person or hybrid model and art auctions taking place in external services; in such case participation in such events and auctions may take place on the terms separately and specifically defined in the designated places, e.g. within external services.
3. The User is obliged to refrain from any unlawful actions, and in particular from using the TOP CHARITY Platform:
 - a) in a manner contrary to the Terms or to good practices, including those concerning the rules of using the Internet;
 - b) directly or indirectly for an unlawful purpose or with the intention of breaching the law;
 - c) in a manner inconsistent with the nature and purpose of the Services provided within the TOP CHARITY Platform and in a manner that disrupts the use of those Services;
 - d) in a manner infringing the rights of other entities, including but not limited to the Operator, other Users and third parties, in particular by providing false data or data of others, impersonating other entities or abusing the rights held.
3. Any aggregation and processing of data and other information available via the TOP CHARITY Platform with a view to making them further available to third parties on other websites or outside the Internet is prohibited. The use of the Operator's identifiers, including distinctive graphic elements, without the Operator's consent is also prohibited.

§ 5. AUCTIONS OF EXPERIENCES AND OBJECTS

1. An Auction in which the Seller invites Bidders to place Bids with a view to concluding a Sales Agreement covers exclusively the Experiences and Objects presented therein. The Auction specifies a gross starting price; a Bid containing a price lower than the starting price will not be considered.
2. By accepting the conditions presented in the content of the Auction, the Bidder, in order to purchase an Experience or Object, places a Bid by entering the price in the designated place within the Auction on the TOP CHARITY Platform and confirming it by means of the "Raise" button or another button of similar meaning.
3. By participating in an Auction, the Bidder declares the price which they undertake to pay in the event of winning. The Bidder may change their Bid during the Auction; however, they cannot indicate a price lower than or equal to the current price set in the Auction – each new Bid must exceed the current price by at least the value of one bid increment. The minimum bid increment will be specified each time in the Auction description.
4. An Auction may have a reserve price, i.e. the lowest price for which the Experience or Object may be sold. Bids containing prices lower than the reserve price will not result in the conclusion of the Sales Agreement. The amount of the reserve price becomes visible to Users from the moment a Bidder offers a price equal to or higher than the reserve price.
5. The Operator is entitled to reject a Bid placed by a Bidder before the end of the Auction in the following cases:
 - a) where the Operator has reasonable doubts as to the credibility and solvency of the Bidder;
 - b) at the request of the Bidder.Bids rejected by the Operator are not binding within the given Auction.
6. A Bid placed by a Bidder whose access to the Account has been blocked or suspended by the Operator before the end of the Auction ceases to be binding if the Auction has not ended before

such blocking or suspension of access to the Account. Information about this is visible on the Auction page.

7. The Auction ends upon the lapse of the time specified in its terms on the TOP CHARITY Platform. The Auction may be ended earlier by decision of the Operator.
8. The Sales Agreement is concluded with the winner of the Auction. The winner of the Auction is the Bidder who, at the time of its closing, placed the highest Bid (the hammer price), and the Sales Agreement is concluded at the moment of the hammer fall.
9. Following the closing of the Auction, the Operator sends a confirmation of conclusion of the Sales Agreement by electronic means to the email address of the winner of the Auction.
10. In connection with the Auction, including during the Auction, the Operator reserves the right to carry out additional verification of the Bidder, in which case § 3 sec. 3 sentences 1–3 of the Terms shall apply accordingly.

§ 6. SPECIAL SALE

1. Information on the possibility of acquiring particular Experiences without an Auction may be published on the Platform. Detailed rules for the acquisition of a given Experience may be regulated separately.
2. Information constituting an invitation to submit purchase offers may be published on the Platform. A User holding an Account may express the intention to purchase an Experience by means of the “Buy now” button made available; the confirmation of which constitutes an offer to conclude a Sales Agreement.
3. In some cases, the number of Experiences available for acquisition by a single User may be limited, of which the Users will be informed in advance.
4. After expressing the intention to purchase an Experience and before payment is made, the User may be required to complete a form by providing the data necessary for the issue or delivery of the Experience. If the available number of given Experiences is exhausted, the Operator reserves the right not to accept the purchase offer.
5. The User shall receive from the Operator, by email correspondence, a confirmation of acceptance of the Experience purchase offer. Failure to receive a confirmation means that the offer has not been accepted and the Sales Agreement has not been concluded. If the Experiences are not available, the Operator shall promptly notify the User of this fact and refund the price received. The number of available Experiences is verified by the Operator with each transaction.
6. If an Experience offered on the Platform constitutes goods the distance sale of which – in particular via the Internet – is legally restricted or prohibited, pressing the “Buy now” button or placing the highest Bid (the hammer fall) does not lead directly to the conclusion of a Sales Agreement. In such a situation, the User's action constitutes an expression of intent to take the actions required to conclude the Sales Agreement. The Sales Agreement for such an Experience is concluded outside the Platform on the conditions agreed individually between the Buyer and the Seller. The provisions of these Terms shall in such cases apply accordingly, taking into account the specifics of the given case and the applicable provisions of law.

§ 7. SETTLEMENTS, ISSUE OF THE EXPERIENCE OR OBJECT

- § 1. Unless the parties to the Sales Agreement have agreed otherwise, the Buyer is obliged, in connection with the concluded Sales Agreement, to pay the price for the Experience or Object within 7 days of conclusion of the Sales Agreement to the bank account indicated by the Operator. The Operator shall transmit the information and settlement documents by email to the email address of the Buyer assigned to the Account.

- § 2. If the Buyer is in default with payment of the price, the Operator or the Seller may call upon the Buyer to make payment within an additional designated period and, if that period elapses unsuccessfully, the Seller will be entitled to withdraw from the Sales Agreement.
- § 3. The right to demand performance of the Experience or ownership of the goods constituting the Object or being the subject of the Experience shall pass to the Buyer upon the bank account indicated by the Operator being credited with the full amount of the price due for the Experience or Object.
- § 4. The Operator shall provide the Buyer with information regarding the manner and date of performance of the Experience, or information regarding the procedure for setting them, by email to the email address of the Buyer assigned to the Account. Depending on the nature of the Experience, its issue may take place in electronic form (e.g. transmission of a file, access code, certificate) or in physical form, in accordance with the information contained in the Experience description on the TOP CHARITY Platform. Collection of the Experience or Object, depending on its nature, may require the Buyer to appear at a specified location. Delivery costs (if applicable) shall be borne by the Buyer, unless otherwise stated in the Experience description on the TOP CHARITY Platform.

§ 8. WITHDRAWAL FROM THE SALES AGREEMENT

1. Save where otherwise provided by law, in cases where a distance Sales Agreement is concluded via the Platform between a Seller who is an entrepreneur and a Buyer who is a consumer, the Buyer who is a consumer may withdraw from the distance Sales Agreement without giving reasons within 14 days counted (1) in the case of an agreement under which goods are issued – from the Buyer taking possession of the goods, (2) in the case of other agreements – from the date of conclusion, subject to the paragraphs below. The above right is also vested in entrepreneurs conducting sole proprietorship business activity, to the extent to which the law equates their protection with that of consumers.
2. Withdrawal from the Sales Agreement may be made by electronic means to the Seller's email address or in writing to the Seller's address. A specimen withdrawal form which the User may use is set out in Schedule 1 to the Terms. Where goods are sold as a set, withdrawal is possible in respect of that set.
3. In the event of withdrawal from the Sales Agreement in respect of Experiences that constitute goods and Objects, the goods should be returned without delay, and no later than 14 days from the date of receipt of the goods. The Buyer is obliged to return the goods promptly, but no later than 14 days from the day on which they withdrew from the Sales Agreement, unless the Seller has offered to collect the goods. To meet the deadline, it is sufficient to send the goods back before the expiry of the deadline. The Buyer bears the direct costs of returning the goods.
4. The Buyer is liable for any decrease in the value of the goods resulting from their use beyond what was necessary to ascertain the nature, characteristics and functioning of the goods.
5. In the event of effective withdrawal from the Sales Agreement, refund of the amount paid by the Buyer shall be made in a manner analogous to the method of payment, unless the Buyer has expressly agreed to a different method of refund.
6. In the event of effective withdrawal from the Sales Agreement, the Sales Agreement shall be deemed not to have been concluded.
7. The right to withdraw from the Sales Agreement does not apply, in particular, in the cases set out in Article 38 of the Act of 30 May 2014 on consumer rights, in particular in relation to agreements:
 - a) for the provision of services for which the consumer is obliged to pay the price, where the entrepreneur has fully performed the service with the express prior consent of the consumer who was informed prior to the commencement of performance that, after

performance has been completed by the entrepreneur, they will lose the right to withdraw from the agreement, and acknowledged this;

- b) in which the price or remuneration depends on fluctuations in the financial market over which the entrepreneur has no control and which may occur before the deadline for withdrawal from the agreement;
- c) in which the subject matter of the performance is non-prefabricated goods, manufactured according to the consumer's specifications or serving to satisfy their individualised needs;
- d) in which the subject matter of the performance is goods which are perishable or have a short use-by date;
- e) in which the subject matter of the performance is goods delivered in sealed packaging which, once unsealed, cannot be returned for health protection or hygiene reasons, if the packaging has been opened after delivery;
- f) in which the subject matter of the performance is goods which, after delivery, by their nature become inseparably combined with other goods;
- g) in which the subject matter of the performance is alcoholic beverages whose price has been agreed upon at the conclusion of the sales agreement, the delivery of which can take place only after a period of 30 days, and the value of which depends on market fluctuations beyond the entrepreneur's control;
- h) in which the subject matter of the performance is sound or visual recordings or computer programmes delivered in sealed packaging, if the packaging has been opened after delivery;
- i) for the supply of newspapers, periodicals or magazines, with the exception of subscription contracts;
- j) concluded by way of a public auction;
- k) for the provision of accommodation services other than for residential purposes, the carriage of goods, car rental, catering, services connected with leisure or with entertainment, sporting or cultural events, where the agreement specifies the day or period of provision of the service;
- l) for the supply of digital content not provided on a tangible medium, for which the consumer is obliged to pay the price, if the entrepreneur has commenced performance with the express prior consent of the consumer who was informed prior to the commencement of performance that, after performance has been completed by the entrepreneur, they will lose the right to withdraw from the agreement, and acknowledged this.

§ 9. AGREEMENT WITH THE OPERATOR

1. Upon Account Registration, an agreement for the provision of services concerning the maintenance of the Account is concluded between the User and the Operator for an indefinite period.
2. Within 14 days of conclusion of the agreement referred to in paragraph 1 above, a User who is a consumer may withdraw from it without giving reasons. Withdrawal from the agreement may be made by electronic means to the Operator's email address or in writing to the Operator's address. The above right is also vested in entrepreneurs conducting sole proprietorship business activity, to the extent to which the law equates their protection with that of consumers. A specimen withdrawal form which the User may use is set out in Schedule 1 to the Terms.
3. The agreement referred to in paragraph 1 above may be terminated by the User at any time by means of a declaration submitted by electronic means to the Operator's email address or in writing to the Operator's address. The agreement shall be terminated subject to a seven-day notice period; during the notice period the User shall not be able to place Bids or offers to purchase concert tickets.

4. The agreement referred to in paragraph 1 above may be terminated by the Operator with notice, subject to a seven-day notice period.
5. Termination of the agreement referred to in paragraph 1 above does not release the User from the obligation to settle accounts arising under the agreement.
6. In the event of breach by the User of the Terms, the law or good practices, the Operator may terminate the agreement on Account maintenance with the User without observing the notice period. In the cases referred to in the first sentence above, as well as in other justified cases where the Account or the User's activity within the Platform requires additional verification of data, the Operator may:
 - a) suspend the ability to use the Account;
 - b) limit the functionality of the Account in terms of access to all or specific Services available on the Platform.

§ 10. COMPLAINT PROCEDURE

1. The User may submit a complaint to the Operator if the services specified in these Terms are not being provided or are being provided in a manner inconsistent with the provisions of the Terms.
2. The User may submit a complaint to the Seller, in particular in the event of non-conformity of an Experience with the Sales Agreement.
3. A complaint may be submitted in any manner, in particular in electronic form to the email address of the Operator or the Seller, or in writing to the address of the Operator or the Seller. The complaint should contain identification of the entity submitting it, the email address assigned to the Account (if held), a description of the Sales Agreement (if the complaint concerns it), a description of the objections raised and the expected manner of resolving the matter.
4. If the data or information provided in the complaint require supplementation in order for the complaint to be properly examined and the complainant's request satisfied, the complainant will be requested to supplement the complaint within the indicated scope and time limit.
5. The party examining the complaint undertakes to respond to a complaint submitted by the User within 14 days of its submission. In the event that the complaint is rejected, the party examining it shall notify the User, stating the reasons for that decision.
6. A customer who is a consumer may make use of an out-of-court method of complaint handling and pursuit of claims, including:
 - a) mediation conducted by the territorially competent Provincial Inspectorate of Trade Inspection, to which an application for mediation should be submitted. As a rule, the proceedings are free of charge. A list of Inspectorates is available here: <https://uokik.gov.pl/kontakt-inspekcja-handlowa>,
 - b) assistance from the territorially competent permanent consumer arbitration court operating at the Provincial Inspectorate of Trade Inspection, to which an application for examination of the case before the arbitration court should be submitted. As a rule, the proceedings are free of charge. A list of courts is available at: <https://uokik.gov.pl/stale-sady-polubowne>, <https://polubowne.uokik.gov.pl/>;
 - c) free assistance from the municipal or district consumer ombudsman;
 - d) the online ODR platform available at: <http://ec.europa.eu/consumers/odr/>.
7. The use of out-of-court methods of complaint handling and pursuit of claims is voluntary. The provision contained in the paragraph above is informational in nature and does not constitute an obligation on the part of the entity examining the complaint to make use of out-of-court methods of dispute resolution.

8. A purchaser who is a natural person has the right to file a complaint based on non-conformity of the goods with the agreement as regards the authenticity of the Object within 2 years of the date of issue of the Object. The Operator is not liable to purchasers who are not consumers for physical defects or legal defects of the Objects purchased.
9. The Operator does not provide any permits to export Objects outside the territory of the Republic of Poland. Bidders should therefore find out for themselves whether, in the event of a need to export an object outside Poland, additional permits are required. Pursuant to the Act of 23 July 2003 on the Protection and Care of Monuments (Journal of Laws No. 162 item 1568, as amended), the export of certain objects outside the country requires the consent of the relevant authorities; this concerns in particular paintings older than 50 years and of a value exceeding PLN 40,000. The Buyer is obliged to comply with the regulations in this regard, and any inability to obtain the relevant documents or any delay in obtaining them does not justify withdrawal from the sales agreement or any delay in payment of the price obtained for the Object at auction.

§ 11. PERSONAL DATA

1. The data controller is the Operator. The Operator's priority is to ensure the confidentiality and security of User data processed within the TOP CHARITY Platform. The Operator ensures the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the law and protects the rights of the data subjects.
2. The personal data of Users of the TOP CHARITY Platform may be processed by the Operator for the following purposes:
 - a) conclusion or performance of the agreement concluded with the Operator and specified in the Terms (pursuant to Article 6(1)(b) GDPR);
 - b) fulfilment of the Operator's legal obligations relating to tax and accounting duties (pursuant to Article 6(1)(c) GDPR);
 - c) the pursuit or safeguarding of claims (pursuant to Article 6(1)(f) GDPR in connection with the realisation of the Operator's legitimate interests).
3. The personal data of Users may be transferred to trusted recipients such as: Sellers, the entity providing accounting services, partners providing technical services (developing and maintaining IT systems and websites). Your personal data may also be transferred to entities authorised to receive them under applicable law, including the relevant judicial authorities.
4. The personal data of Users may be transferred to entities from countries outside the European Union and the European Economic Area or to international organisations to the extent necessary for the proper performance of the agreement with the Operator. The Operator shall ensure that, in each case, the transfer of Users' personal data to foreign entities or international organisations takes place in accordance with applicable law and in a manner that ensures the security of the data. In such cases, we may ask for separate consent to transfer the data to a third country – this concerns the transfer of data to countries that do not provide a level of personal data protection equivalent to that applicable in the European Union.
5. Personal data are stored only for the period necessary to achieve the specific purpose for which they were collected, including performance of the agreement, and after that period for the time necessary to safeguard or pursue any potential claims or to fulfil the Operator's legal obligation. Personal data relating to the fulfilment of a legal obligation are stored for the duration of that obligation.
6. The User has the right to access their data and the right to have it rectified, erased or to have its processing restricted, the right to data portability, the right to object on grounds relating to their particular situation to the processing of data on the basis of the Operator's legitimate interest,

and the right to object to processing for the purposes of direct marketing. The User has the right to lodge a complaint with the supervisory authority.

7. Provision of personal data by the User is voluntary; however, the consequence of failure to provide personal data will be the inability to conclude or perform the agreement on the use of the Account, as well as the inability to use certain Services.
8. The Operator does not process personal data in a manner that would involve solely automated decision-making concerning the User.
9. Detailed information regarding the processing of personal data by the Operator is set out in the privacy policy available on the Platform.

§ 12. PROVISIONS CONCERNING THE PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

1. The Operator declares that it is an obliged institution within the meaning of the Act of 1 March 2018 on Counteracting Money Laundering and Terrorist Financing (hereinafter “**AML**”) to the extent that it (i) accepts or makes payments for goods in cash of a value equal to or exceeding the equivalent of EUR 10,000, regardless of whether the transaction is carried out as a single operation or as several operations that appear to be linked, (ii) trades in or intermediates in trading in works of art, collectors' items and antiques within the meaning of Article 120(1)(1)–(3) of the Act of 11 March 2004 on Goods and Services Tax (Journal of Laws of 2021 item 685, as amended), in respect of transactions of a value equal to or exceeding the equivalent of EUR 10,000, regardless of whether the transaction is carried out as a single operation or as several operations that appear to be linked.
2. In connection with the above, the Operator is obliged, among other things, to identify money laundering and terrorist financing risks, to document the identified risks, to apply financial security measures, to maintain the secrecy specified in the Act, to forward information and notifications to the GIIF (the General Inspector of Financial Information) and to forward information and notifications to the public prosecutor.
3. In order to fulfil the above obligations, the Operator is entitled to request that Bidders/Purchasers provide the information necessary to fulfil the obligations referred to above.
4. If a Bidder/Purchaser refuses to provide the Operator with the information necessary to fulfil the AML obligations referred to above, the Operator is entitled to refuse to admit the Bidder to the Auction and to withdraw from the sales agreement concluded with the Purchaser within the Auction due to the Purchaser's fault, without the Purchaser being entitled to any compensation.

§ 13. FINAL PROVISIONS

1. If the Operator is not a party to the Sales Agreement, the Operator is not liable for its performance, unless expressly stated otherwise.
2. The Operator ensures equal treatment of all Sellers in terms of offer visibility, access to data and analytical tools.
3. The Operator reserves the right to mark its own Experience offers in a manner that allows them to be easily distinguished from the Experience offers of other Sellers.
4. The Operator may amend the Terms or launch a modified or new version of the services provided within the TOP CHARITY Platform in the event of:
 - a) the need to adapt to changes in the law or to obligations imposed by state authorities;
 - b) reasons related to security, the prevention of abuse, or the improvement of User privacy protection;
 - c) technological or functional changes aimed at improving the operation of the Platform;

- d) changes in the scope or manner of the Services provided, including the discontinuation of all or specific Services;
 - e) editorial changes.
5. An amendment to the Terms shall become effective on the date indicated by the Operator after the amended Terms are made available on the TOP CHARITY Platform.
 6. A User whose email address is available within the Account will be notified of an amendment to the Terms at their email address at least 14 days before the amendment enters into force.
 7. The law applicable to the agreement concluded with the Operator the subject of which is the Services is Polish law, unless European Union law in respect of entities acting on the rights of consumers provides otherwise. All disputes related to the Services shall be settled by the competent common courts.
 8. If certain provisions of these Terms are held to be invalid by a court ruling or by another competent authority, the remaining provisions shall remain valid.
 9. The provisions of these Terms in the relations between the Operator and an entity acting on the rights of a consumer are without prejudice to the applicable provisions of law that cannot be excluded and that grant such entities broader protection.

Schedule 1 – Withdrawal Form

[consumer's first name and surname]

[email address]

[Seller's name]

[email address]

[postal address]

I hereby give notice of my withdrawal from:

the sales agreement for the following goods _____;
 Date of receipt of the goods _____.

for the provision of the following service _____;

Date of conclusion of the agreement

[consumer's first name and surname / signature]