

Annex to the Droplo General Regulations
**Terms and conditions for the provision of intermediary services for the
registration of Internet domains dated 01.04.2024.**

§1 General provisions

1. These Terms and Conditions set out the rules for Droplo Sp. z o.o. with its registered office in Wałbrzych, ul. Uczniowska 16, 58-306 Wałbrzych, registered in the Register of Entrepreneurs of the National Court Register under KRS number 0000789369, NIP 8863009117, REGON 383546529 to provide services consisting in intermediation in registering Internet domains.
2. The terms and conditions are available on the Droplo website at:
[Annex 1: Terms and conditions for the provision of intermediary internet domain registration services.](#)
3. To the extent not covered by these regulations, the provisions shall apply:
 - a. Droplo's General Terms and Conditions, available at: [Droplo General Terms and Conditions](#), and
 - b. Droplo Shops Service Terms and Conditions available at: [Annex 2: Droplo Shops Service Terms and Conditions](#).
4. The use of the registration service is subject to the user accepting the terms and conditions of these terms and conditions and respecting the applicable laws on his/her part.
5. These regulations are the regulations referred to in Article 8 of the Act of 18 July 2002 on the provision of services by electronic means.

§2 Definitions

1. **Terms and Conditions** - these Terms and **Conditions**, setting out the rules for the provision of the intermediary service for the registration of Internet Domains.
2. **General Droplo Regulations** - the regulations available at: [Droplo General Regulations](#).
3. **Company or Organiser** - Droplo Sp. z o.o. with its registered office in Wałbrzych, ul. Uczniowska 16, 58-306 Wałbrzych, registered in the Register of Entrepreneurs of the National Court Register under the number KRS 0000789369, NIP 8863009117, REGON 383546529.
4. **Registration Service** - the service of mediating between the User and the Registrar for the registration of an Internet Domain.
5. **Droplo Platform or Platform** - the website available at www.droplo.com.
6. **User** - a merchant as defined in the Droplo General Terms and Conditions using the Droplo Shops Service.

7. **Subscriber** - the User using the Droplo Shops Service to whom the registration of an Internet Domain is to be made and whose details are provided to the Organiser in the Order as the details of the subscriber of the Domain.
8. **Droplo Shops** service - a service aimed exclusively at Users which allows, based on the software and graphic design provided by the Organiser, to create an online shop.
9. **Domain or Internet Domain** - a unique sequence of alphanumeric characters available for registration, consisting of a name and an extension offered by the Registrar.
10. **Registrar** - OVH Sp. z o.o. with its registered office in Wrocław, ul. Powstańców Śląskich 9, 53-332 Wrocław, registered in the Register of Entrepreneurs of the National Court Register under the KRS number 0000220286, NIP 8992520556, REGON 933029040.
11. **OVH website** - the Registrar's website available at <https://www.ovhcloud.com/pl/>.
12. **Account** - an individual, electronic account within the Droplo Platform activated for the User to enable the User to use the services of the Droplo Platform.
13. **Additional Services Price List** - a list of fees for additional services provided by the Company, including the fee for the Registration Service, available at : [Attachment No. 3: Price List for Additional Services](#)
14. **Order** - the User's electronic registration request available on the User's Account on the Droplo Platform.
15. **Company Account** - the active account belonging to the Company on the OVH Service.
16. **Fee** - the fee for the Domain for the first year of its registration to the Subscriber by the Organiser as contained in the Additional Services Price List.
17. **Order for re-registration of a Domain** - payment by the User via the Service Billing Panel of the Registration Service for the next annual period.
18. **Administration Panel** - a tool available to Users on the Droplo Portal, which allows the User to perform operational activities related to the Services, including the Registration Service (i.e. its configuration, ongoing operation and management) requiring the presentation of credentials.
19. **Service Billing Panel** - a tool available to the User in the Administration Panel that allows the User to manage charges for services, including the Registration Service for the next annual period.

§3 Registration services

1. The agreement for the provision of the registration service shall be concluded between the Organiser and the Subscriber upon payment of the Fee and receipt by the Organiser of the Order, properly completed and sent by the Subscriber using the communication

applications made available on the Droplu Portal. The foregoing shall apply subject to paragraph 6 below of these Terms and Conditions.

2. During the process of placing an Order - until the Order is sent - the User has the possibility of modifying the data entered, including the choice of Domain. To do so, the User should be guided by the messages displayed to the User and the information available on the Droplu Portal.
3. As part of the registration service agreement concluded, the Organiser is obliged to act as an intermediary in registering a Domain with the name indicated by the Subscriber in the Order - subject to the provisions of paragraph 6 below of these Regulations.
4. The conclusion of the agreement for the provision of the registration service results in the simultaneous granting of authorisation to the Organiser to represent the Subscriber before the Registrar.
5. The Organiser has the right to refuse to provide the Registration Service if:
 - a. The domain is already registered or reserved,
 - b. there are already registration proceedings against the Domain initiated earlier by another User,
 - c. The Subscriber provides incomplete, false or incorrect data necessary to complete the Domain registration, including that required by the Registrar,
 - d. the name of the Domain is the name of a province, county or municipality, and the Subscriber is not authorised as a government or local authority,
 - e. rights to the Domain name are claimed by a third party who has credibly demonstrated such rights,
 - f. registration of the Domain is impossible for other reasons beyond the Organiser's control.
6. Refusal to provide the Registration Service for the reasons set out in paragraph 5 above shall result in no contract for the provision of this service.
7. The registration of a Domain as part of the provision of the Registration Service is for a period of 1 year. This period runs from the moment the Domain is registered by the Registrar.
8. After the expiry of the period for which the Domain has been registered, the Domain may be re-registered (extended) through the Organiser for a further year, with the proviso that such agency requires the Subscriber to submit an Order for the re-registration of the Domain, i.e. the conclusion of another registration service agreement between the Subscriber and the Organiser.
9. If the Order is correctly filled in by the Subscriber and paid in accordance with the provisions of § 4 and the situations referred to in clause 5 above do not occur, the Domain

shall be registered on the Company's account with the indication of the Subscriber's data given in the Order as the subscriber of that Domain.

§4 Payments

1. The registration service is chargeable. The amount of the Fee in accordance with the Price List for Additional Services is communicated to the User in the Order form prior to its confirmation by the User.
2. The fee for the re-registration of the Domain (prolongation) as referred to in Paragraph 8 § 3 for another one-year period is set out in the Additional Services Price List. The Subscriber shall pay the Domain re-registration (extension) fee in the amount indicated in the Additional Services Price List as of the date of submission to the Company of the statement of intent to re-register (extend) the Domain in the form of a Domain re-registration Order.
3. The price list of additional services is attached to these Rules and is available at: [Annex No. 3: Price list for additional services](#).
4. The fees for the provision of the Registration Service are indivisible and non-refundable in the event of due performance of the service, including in the event that the Subscriber does not use the registered Internet Domain, in the event of loss of rights to the Domain due to reasons that are a consequence of circumstances for which the Organiser is not responsible.
5. The fee for the provision of the Registration Service should be paid by the Subscriber at the time the Order is sent to the Organiser.
6. In the case of re-registration of a Domain (renewal), the User is obliged to pay the fee in the amount indicated in the Price List for additional services via the Service Settlement Panel no later than 14 days before the expiry of the existing Domain registration period.
7. The Organiser undertakes to inform the Subscriber electronically and through the communication channels available in the Administration Panel, at least 30 days in advance, of the impending expiry of the Domain registration period.
8. Failure to pay the required amount due within the prescribed period shall result in the failure to conclude a contract with the Subscriber for the provision of Registration Services. In such a case, the Company is not obliged to provide the Registration Service.
9. In the event that the Subscriber has paid the amount due for the Registration Service on time, the Organiser is obliged to proceed with the service in such a way that the registration of the Domain is possible within 72 hours, counting from the moment of payment of the aforementioned payment.
10. The Subscriber receives an SSL certificate as part of the Fee paid upon registration of the Domain.

§5 Domain assignment

1. The Subscriber may, at any time during the term of the Registration Service Agreement, request the Company to assign the Domain to the Subscriber's account.

The request for the assignment of the Domain referred to above should be made electronically:

- a. at: help@droplo.com, or
 - b. via the Administration Panel.
2. In the application, the Subscriber is obliged to indicate his/her details, in particular his/her name, contact details and the Domain to be assigned.
 3. The condition for the assignment of the Domain to the Subscriber is that the Subscriber has an account on the OVH Service.
 4. The Company shall immediately upon receipt of the request for assignment from the Subscriber, but no later than within 7 days, take steps to transfer the Domain to the Subscriber's account on the OVH Service.
 5. In the event of a Domain assignment, the SSL certificate is not transferred with the Domain to the Subscriber's account on the OVH Service.
 6. The detailed terms and conditions of the Domain assignment are set out in the OVH Terms of Service available at: [OVH website](#). Detailed information in this regard is also available on the Registrar's website at: [Change of Domain Owner - OVHcloud](#).

§6 Liability of the Subscriber and the Organiser

1. The Subscriber shall be solely responsible for the consequences of any infringement of third party rights in connection with the registration of the Internet Domain in bad faith.
2. The organiser is not responsible for:
 - a. de-registration of the Domain by the Registrar in the event of failure to make a timely payment related to the renewal of the Domain registration period through the fault of the Subscriber,
 - b. blocking, seizure or removal of the Domain by another party, including as a result of the Subscriber's failure to pay the subscription fee,
 - c. registration of the Domain in bad faith on the part of the Subscriber, including the related infringement of third party rights,
 - d. making changes to the configuration of the Domain, deletion of the Domain by an unauthorised entity,
 - e. a delay in the registration of the Domain by the Registrar due to reasons beyond the Organiser's control.

- f. loss of the right to the Domain as a result of refusal to submit the dispute over the Domain to the Arbitration Court for Internet Domains operating at the Polish Chamber of Information Technology and Telecommunications with its seat in Warsaw, in accordance with points. 20 and 21 of the Regulations of the .pl domain name of 18 December 2006. (in the version in force since 1 December 2015).
3. The Organiser's liability for non-performance or improper performance of the contract for the provision of the registration service shall in any case be limited to the amount of the fee paid therefor by the Subscriber.

§7 Personal data

1. The Company, in the performance of the Registration Service, is the processor of the Users.
2. Users are required to enter into an agreement to entrust the processing of personal data to the Company by accepting the General Terms and Conditions of the Droplo Platform, together with the appendices, to the extent arising from the use of the Platform.
3. Otherwise, the relevant provisions of § 18 [Personal Data] of the General Terms and Conditions of the Droplo Platform shall apply.

§8 Complaints

1. The Subscriber may submit a complaint directly to the Company if the Registration Service is not provided by the Company or is provided improperly, contrary to the provisions of the Terms and Conditions.
2. Any complaints and objections relating to the Registration Service should be addressed in the form:
 - a. in writing to the following address: Droplo sp. z o.o., ul. Uczniowska 16, 58-306 Walbrzych;
 - b. in electronic form to: help@droplo.com.
3. The complaint should include a description of the problem giving rise to the complaint.
4. A response to the complaint is sent to the Subscriber's e-mail address.
5. Complaints will be dealt with immediately, in the order in which they are received, but no later than within 14 days of receipt.
6. In the event that the complaint does not contain the information necessary to consider the complaint, the Company shall request the Subscriber making the complaint to supplement it to the extent necessary, and the period of 14 days shall then run from the date of delivery of the supplemented complaint.

§9 Amendments to the Rules of Procedure

1. The Terms and Conditions are subject to change, which will be notified to Users by sending a message to the email address provided in the Order or by other means of communication provided for by the Platform.

2. The modification of the provisions of the Terms and Conditions shall not affect the terms and conditions of the agreement concluded with the Subscriber for the provision of the registration service during the subscription period in which the modification of the Terms and Conditions occurred. In such a case, the provisions of the modified Regulations shall apply to the terms and conditions of the service in the next subscription period, provided that the agreement is extended by the Subscriber for that period and the Subscriber agrees to the new Regulations.
3. Subscribers may access these Terms and Conditions at any time via the link provided on the Droplo Portal.

§ 10 Final provisions

1. If any provision of the Rules of Procedure is declared invalid by a final court decision, the remaining provisions shall remain in force, unless applicable law provides for a different effect.
2. The primary language of the Terms and Conditions, the Website and all communication of the Company with the Users shall be Polish. Should any other language versions of the Terms and Conditions of Use arise, they shall be resolved by reference to the original language version, with the exception of situations where mandatory provisions of law make it necessary to resolve them on the basis of another language version.
3. All disputes between the Company and the Subscriber relating to the Company, including those relating to the Registration Services, shall be resolved on a non-exclusive basis by the Polish common courts having jurisdiction according to the registered office of the Company.
4. The provision of the Registration Services governed by these Terms and Conditions shall be governed by the laws of Poland.
5. The regulations are effective as of 01.04.2024.