

Terms & Conditions for the website kfc.pl and the mobile app KFC Polska

§ 1. Definitions

1. The words used in these terms & conditions shall have the meaning given below:
 - 1.1. **Account** - the User's account, being a set of resources and rights in the Service Provider's IT system available to the User, created after the User's prior registration; registration and access to the Account may take place through the Website as part of the Services provided under these Terms & Conditions, or through another access channel, made available by the Service Provider in accordance with the rules specified in separate terms & conditions.
 - 1.2. **Terms & Conditions** - these terms & conditions for the provision of services by electronic means.
 - 1.3. **KFC Restaurants** - restaurants belonging to the KFC chain, on the territory of the Republic of Poland; KFC Restaurants may be operated by the Service Provider or other entities.
 - 1.4. Franchisee - an entity operating KFC Restaurants on the territory of the Republic of Poland on the basis of a franchise agreement, which, as part of their cooperation with the Service Provider or other entities, have been given the opportunity to offer products through the Website or the App.
 - 1.5. **Website** - the website available at www.kfc.pl.
 - 1.6. **App** - an app for mobile devices under the name "KFC Polska", available for free download in AppStore, Google Play and Huawei AppGallery online shops.
 - 1.7. **Service Provider** - "AmRest" sp. z o.o. having its registered office in Wrocław at the address: ul. Powstańców Śląskich 15, 53-335 Wrocław, entered into the Register of Entrepreneurs by the District Court for Wrocław - Fabryczna, 6th Commercial Division of the National Court Register (KRS), under KRS number: 000025220, NIP: 5260211104, with share capital of PLN 743,597,000.00, having the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions, phone number for contact: 713861000, email address for contact: kfcpl@amrest.eu
 - 1.8. **User** - a natural person who uses the Services in accordance with these Terms & Conditions;
 - 1.9. **Order** - an order placed by the User through the Website or the App for foodstuffs, beverages or other items from the menu of a selected KFC Restaurant, intended for immediate consumption in the household, delivered to the User's place of residence, stay or work during regular deliveries carried out by KFC Restaurants or for collection and consumption at a KFC Restaurant.
 - 1.10. **Online Order to a Table** - an order of foodstuffs, beverages or other items from the menu of a selected KFC Restaurant placed by the User through the Website or the App, delivered in the Restaurant to the table indicated by the User.

§ 2. General provisions

1. These Terms & Conditions set out the terms and conditions for the provision of services by electronic means through the Website and the App.
2. These Terms & Conditions constitute the terms & conditions, referred to in Art. 8 of the Act of 18 July 2002 on Providing Services by Electronic Means.
3. Detailed rules related to the use of the App are laid down in Appendix 1 to Terms & Conditions.
4. Detailed rules related to the use of the In-store Kiosk are laid down in separate terms & conditions available on the Website.

§ 3. Services provided by electronic means

1. The Services provided by the Service Provider through the Website and the App (hereinafter "Services") include:

- 1.1. informing Users about the offer of KFC Restaurants;
- 1.2. enabling the search for the nearest KFC Restaurant by means of a virtual map of KFC Restaurants;
- 1.3. enabling Users to place Orders and Online Orders to a Table;
- 1.4. enabling Users to register an Account;
- 1.5. enabling Users to access the Account;
- 1.6. possibility to file complaints;
- 1.7. additionally for the App users who have consented to it:
 - a) possibility to receive push or sms notifications about the status of the Order;
 - b) possibility to receive push notifications from the Service Provider regarding special offers and promotions.

2. The Services are addressed to all Internet users, however the Services referred to in § 3.1 points 1.3 to 1.9 addressed to natural persons with full legal capacity. Individuals with limited legal capacity (including those between 13 and 18 years of age who are not completely incapacitated) may use the Services referred to in § 3.1 points 1.3 to 1.9 with the consent of their legal representative (e.g. a parent). With respect to the App, the Services referred to in § 3.1 points 1.3 to 1.9 of these Terms & Conditions are addressed to natural persons with full legal capacity who have downloaded and installed the App on their mobile devices.
3. The Services referred to in § 3.1 of these Terms & Conditions are provided free of charge. Placing an Order through a Service involves the obligation to pay in accordance with the information displayed on the Website, in the App or on the In-store Kiosk screen.
4. When using the Services, the User is not allowed to provide unlawful content, including:
 - 4.1. information and data crafted in a way that poses a risk of breaching the IT security or stability of the Website and the App;
 - 4.2. information which infringes the intellectual property rights, including the copyright and trademark rights of the Service Provider or third parties; and
 - 4.3. other information and data in breach of absolutely binding legal provisions.

§ 4. Placing Orders and Online Orders to a Table

1. Orders are delivered within the delivery areas of individual KFC Restaurants. Information as to whether the Order can be delivered to the address indicated by the User and the KFC Restaurant to deliver the Order shall be available on the Website and in the App at the start of placing the Order. Checking whether the relevant KFC Restaurant is able to process the Order takes place automatically. In the event that the Order cannot be delivered to the address entered, the User will be notified of this fact with a message. Online Orders to a Table are processed in individual KFC Restaurants indicated on the Website and in the App.
2. Payment for the Order may, at the User's choice, be made upon receipt - in cash, with a payment card - VISA or Mastercard, or online - via the PayU S.A. payment system. Payment for an Online Order to a Table may only be made online with a payment card - VISA or Mastercard, or online - via the PayU S.A. payment system.
3. Orders and Online Orders to a Table may be placed by Users with and without an Account.
4. In order to place an Order by a User without an Account, such User should proceed as follows:
 - 4.1. select the type of Order on the Website or in the App, or
 - 4.2. fill in the following fields in the Order form: city, street and number of the building, mobile phone;

- 4.3. select the ordered products offered by KFC Restaurants from the offer on the Website or in the App by choosing them, selecting the number of items, quantity or size of the product concerned and making any modifications to the product concerned, if such a possibility has been provided for the product concerned;
- 4.4. select the payment method;
- 4.5. accept the Order with the "order and pay" button.

5. In order to place an Order by a User with an Account (subject to § 5.8 of these Terms & Conditions), such User should proceed as follows:
 - 5.1. log in to the Website or the App using the login assigned to the User (which is the email address provided by the User, hereinafter: the "login") and the password;
 - 5.2. select the type of Order on the Website or in the App;
 - 5.3. select from the list of saved delivery addresses the one to which the Order is to be delivered or enter a new delivery address;
 - 5.4. select the ordered products offered by KFC Restaurants from the offer on the Website or in the App by choosing them, selecting the number of items, quantity or size of the product concerned and making any modifications to the product concerned, if such a possibility has been provided for the product concerned;
 - 5.5. select the payment method;
 - 5.6. accept the Order with the "order and pay" button.
6. The Order shall be accepted for processing once all the steps described in § 4.4 and 4.5 above have been followed.
7. The Service Provider reserves the right to confirm on the phone the fact of placing an Order, using the phone number provided by the User when placing an Order or when creating an Account.
8. Orders may be placed by Users acting on behalf of other entities, including legal persons and organisational units without legal personality.
9. After placing an Order, the User may receive a VAT invoice covering the Order concerned. In order to receive a VAT invoice upon receipt of the Order, the User should select the "VAT invoice" option when placing the Order. Users with an Account have a possibility to save several sets of data required for issuing an invoice, whereby it is possible to search for previously entered data using the purchaser's Tax ID number (NIP). Users without an Account are always required to enter the recipient's details to be shown on the VAT Invoice.
10. In order to place an Online Order to a Table by a User without an Account, such User should proceed as follows:
 - 10.1 Scan the QR code provided at the table in the chosen Restaurant;
 - 10.2 select the ordered products offered by the KFC Restaurant that has been chosen, specifying the number of items or size of the product concerned and making any modifications to the product concerned, if such a possibility has been provided for the product concerned;
 - 10.3 Provide your name, phone number, email address and accept the Terms & Conditions;
 - 10.4 select the payment method;
 - 10.5 accept the Order with the "order and pay" button.
 - 10.6 Correctly process the payment for the order;
11. In order to place an Online Order to a Table by a User with an Account (subject to § 5.8 of these Terms & Conditions), such User should proceed as follows:
 - 11.1 Scan the QR code provided at the table in the chosen Restaurant;
 - 11.2 Select the ordered products offered by the KFC Restaurant that has been chosen, specifying the items, quantity or size of the product concerned and making any modifications to the product concerned, if such a possibility has been provided for the product concerned;
 - 11.3 Log in to the account by providing your login (email) and password;

- 11.4 select the payment method;
- 11.5 accept the Order with the "order and pay" button.
- 11.6 correctly process the payment for the order. An Online Order to a Table shall be accepted for processing once all the steps described in § 4.10 and 4.11 above have been followed.

12. Online Orders to a Table may be placed by Users acting on behalf of other entities, including legal persons and organisational units without legal personality.

13. After placing an Online Order to a Table, the User may receive a VAT invoice covering the Order concerned. In order to receive a VAT invoice upon receipt of an Online Order to a Table, the User should select the "VAT invoice" option when placing an Online Order to a Table. Users with an Account have a possibility to save several sets of data required for issuing an invoice, whereby it is possible to search for previously entered data using the purchaser's Tax ID number (NIP). Users without an Account are always required to enter the recipient's details to be shown on the VAT Invoice.

14. Placing an Order by the User with the "order and pay" button, through both the Website or the App, results in the conclusion of a sales agreement between the User and the Service Provider. From that moment on, the User is required to pay for the Order placed, and the Service Provider is required to fulfil the Order and deliver it to the User.

§ 5. Registration and access to the KFC Account

- 1. Registration of a KFC Account is made online, by completing the registration form available on the Website under the "Create an Account" tab. Registration of an Account through the App is done by completing the registration form available in the App after it has been installed and launched.
- 2. The registration form contains clearly marked fields, the completion of which is obligatory.
- 3. In the registration form, the User provides his/her personal details necessary to contact the User and to set up and maintain an Account.
- 4. Once the User has completed and sent the registration form, the Service Provider shall send a confirmation of registration and creation of the Account with these Terms & Conditions to the email address provided by the User. The Account shall become active after the User clicks on the activation link that is adequately marked in the email sent by the Service Provider.
- 5. The Account can be accessed after the User provides the login and password selected by him/her during registration. The login and password are confidential. The Service Provider informs that making the login and password available to third parties by the User may pose a threat to the User's privacy or other legally protected interests.
- 6. The Account makes it possible to:
 - 6.1 view the history of the orders placed;
 - 6.2 file complaints concerning Orders and Services using the form available after logging into the Account;
 - 6.3 store addresses for the delivery of Orders;
 - 6.4 store the details required for issuing a VAT invoice;
 - 6.5 view and use coupons;
 - 6.6 edit the User's details.

§ 6. Technical requirements

1. The technical condition for the proper use of the Website and the Services provided through it is the use of a personal computer with access to the Internet, equipped with an operating system

(Windows, Mac OS, Linux or similar) and the Internet browser Internet Explorer, Opera, Firefox, Google Chrome or Safari in the current version.

2. The Website is also suitable for display on mobile devices such as smartphones, tablets or PDAs. The technical condition for using the mobile version of the Website is the use of a mobile device with access to the Internet, equipped with one of the popular web browsers in the current version (Android Browser, Chrome Mobile, Internet Explorer Mobile, Opera Mini or Safari Mobile).
3. The technical condition for the proper use of the App and the Services provided through it is the use of a mobile device with access to the Internet, equipped with the Android operating system, version currently available in the Google Play Store, or iOS version currently available in the App Store.
4. The use of the Services based on location mechanisms (locating the device on the map of the KFC Restaurants) requires the possession of a mobile device equipped with a GPS receiver, with the GPS location function enabled (consent for the App to access the User's device location information is required).

§ 7. Duration of the contract and cancellation of Services

1. The User may use or cancel the Services at any time. The contract for the provision of Account-related Services is concluded for an indefinite period of time upon activation of the Account in accordance with § 5.4 of these Terms & Conditions. The minimum duration of User's obligations is not specified and the User is not obliged to use the Service for any period.
2. The Services may be cancelled by sending an email message containing the User's relevant statement to the email address: kfcpl@amrest.eu or by post to the Service Provider's address ("AmRest" sp. z o.o., ul. Powstańców Śląskich 15, 53-335 Wrocław), as well as by removing the account by the User that has logged in.
3. In the event that the User removes the Account from the website or in the App, the contract for the provision of Account-related Services shall be terminated immediately, without further notification and in particular without prior notice of the said contract.
4. The Service Provider shall have the right to terminate the Contract for the provision of Account-related Services by sending an email message containing the relevant statement of termination sent to the email address or by post, to the correspondence address provided by the User, as well as in the App. The Contract shall be terminated after a 30-day notice period.
5. Both the User and the Service Provider may terminate the Contract for the provision of Account-related Services with immediate effect in the case of a gross violation of these Terms & Conditions by the other party, as well as in the case of a failure to comply with generally applicable laws.
6. Under the applicable law, the User who is a consumer has the right to withdraw, without giving any reasons, from a distance contract concluded in accordance with the rules laid down in these Terms & Conditions, the subject matter of which are Services, at any time, including within 14 days from the date of its conclusion.
7. In order to exercise the right referred to above, the User must notify the Service Provider of his/her decision to withdraw. The cancellation of Services effected in any manner described in § 7.2 of these Terms & Conditions, within the period referred to in the preceding paragraph, shall also be considered as a notification of such decision.
8. The User may also withdraw from the contract by making an unambiguous statement using the contact details of the Service Provider indicated in these Terms & Conditions, for example by sending the relevant letter by post (to the address "AmRest" sp. z o.o., ul. Powstańców Śląskich 15, 53-335 Wrocław) or by email (to the email address: kfcpl@amrest.eu).

9. In order to exercise the right to withdraw from the Contract, the User may use the statutory model withdrawal form attached as Annex 2 to the Act of 30 May 2014 on Consumer Rights. The model withdrawal form, referred to above, is available at the URL: <https://dziennikustaw.gov.pl/D2020000028701.pdf> (a program to read PDF documents, such as Adobe Acrobat Reader, is required). It is not obligatory to use this form.
10. In order to comply with the withdrawal period specified in § 7.3 above, it is sufficient to send information concerning the exercise of the User's right to withdraw before the expiry of the withdrawal period.
11. In the event that the Service Provider receives the User's statement of withdrawal from the contract or cancellation of the Services, the User shall not be charged with any costs of the Services provided.
12. The exercise of the right to withdraw from the contract or to cancel the Services under the terms described in this § 7 shall not affect the execution of Orders and the Parties' obligations concerning the Orders placed by the User before the date of withdrawal or cancellation.
13. The User shall not have the right to withdraw from a distance or off-premises contract in situations indicated in Article 38 of the Act of 30 May 2014 on Consumer Rights, in particular, if the Service Provider performed the service in full with an explicit and prior consent of the User, who was informed prior the commencement of the service that after the completion of the service by the Service Provider he/she would lose the right to withdraw from the contract, and the User accepted this, and furthermore, where the subject of the service is a perishable item or an item that has a short shelf-life and the trader performed the service in full with an explicit and prior consent of the consumer, who was informed prior to the commencement of the service that after the completion of the service by the trader he/she would lose the right to withdraw from the contract, and the User accepted this.

§ 8. Complaints regarding the subject matter of Orders and Online Orders to a Table

1. The Service Provider is obliged to fulfil Orders and Online Orders to a Table in accordance with the contract concluded. The Service Provider shall be liable to the User for the conformity of the service provided with the contract in accordance with the rules laid down in the Act of 30 May 2014 on Consumer Rights.
2. Complaints regarding the subject matter of Orders and Online Orders to a Table can be filed:
 - 1) through the App by registered Users with a KFC Account and by non-registered Users using the "Write to us" option;
 - 2) through the Website using the contact form in the "Contact" tab;
 - 3) on the phone, by calling the helpline, or, by all users;
 - 4) in writing, by sending it to the Service Provider's address ("AmRest" sp. z o.o., ul. Powstańców Śląskich 15, 53 Wrocław).
3. The complaint should contain the proof of purchase and details of the person filing the complaint (full name and contact details: correspondence address or email address or phone number for contact), the reason for the complaint and the content of the claim.
4. Unless a shorter time to consider a complaint results from absolutely binding provisions of law, the Service Provider shall consider complaints within 14 days of their receipt.
5. The Service Provider shall notify the person filing the complaint of how the complaint has been resolved by a letter sent to the address provided in the complaint or by email - depending on how the complaint was filed.
6. Complaints concerning the conformity of the products covered by the order with the contract shall be handled in accordance with the provisions of the Act of 30 May 2014 on Consumer Rights. In

particular, the User shall have the right to request a replacement or repair of the products covered by the order and, in the cases referred to in paragraph 7, a reduction in the price or to withdraw from the contract.

7. The User shall have the right to request a reduction in the price or to withdraw from the contract where:
 - 1) the Service Provider has refused to replace or repair the products;
 - 2) the Service Provider has failed to replace or repair the products within a reasonable time and without undue inconvenience to the User;
 - 3) the non-conformity of the product with the contract continues even though the Service Provider has attempted to replace or repair the product;
 - 4) the non-conformity of the product with the contract is so significant as to justify a reduction in price or withdrawal from the contract without a prior attempt at replacement or repair;
 - 5) it is clear from the Service Provider's statement or the circumstances that the Service Provider will not replace or repair the product within a reasonable time or without undue inconvenience to the User.
8. The User who is a Consumer and wishes to be assisted in dealing with a complaint may contact the municipal or district consumer ombudsman that provides free assistance and advice in protecting the interests of Consumers.

§ 9. Complaints regarding the Services

1. Any complaints regarding or Services can be filed:
 - 1) to the Service Provider's email address (kfcpl@amrest.eu) or
 - 2) by letter, to the Service Provider's address ("AmRest" sp. z o.o., ul. Powstańców Śląskich 15, 53-335 Wrocław) or
 - 3) through the contact form on the Website.
2. The complaint should indicate the name of the person filing the complaint, the reason for the complaint and the content of the claim.
3. Complaints shall be considered in the order of receipt, within 14 days of receiving them by the Service Provider.
4. The person filing a complaint shall be notified of how the complaint has been resolved by letter or email, depending on how the complaint was filed.

§ 10. Personal data protection

1. The Controller of the personal data of the Users is AmRest Spółka z o.o. having its registered office in Wrocław, address: ul. Powstańców Śląskich 15, 53-335 Wrocław, entered into the Register of Entrepreneurs maintained by the District Court for Wrocław - Fabryczna, 6th Commercial Division of the National Court Register (KRS), under KRS number: 25220, NIP: 5260211104, REGON: 011565564, with share capital of PLN 713,861,000.
2. The rules of protection of Users' privacy are described in the "Privacy Policy" document, which is available on the Website.

§ 11. Out-of-court settlement of disputes

1. The User who is a consumer may use out-of-court procedures for handling complaints and pursuing claims, such as:
 - 1) by submitting the dispute which arose from the concluded contract for settlement to the Permanent Consumer Arbitration Court at the Trade Inspection;
 - 2) by filing an application to the provincial inspector of the Trade Inspection to initiate mediation proceedings for the amicable settlement of the dispute between the Consumer and the Service Provider.
2. The User may receive free assistance in resolving the dispute between the User and the Service Provider by contacting the district (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection (e.g. Federation of Consumers, Association of Polish Consumers).
3. Detailed information concerning the possibilities to use the out-of-court ways of handling complaints and pursuing claims by the User, as well as the rules of access to these procedures are available in the registered offices and on the websites of district (municipal) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and at <http://www.uokik.gov.pl>.
4. In order to resolve a consumer dispute which has arisen in connection with the provision of electronic services and a transaction concluded remotely (over the Internet), the user may use the platform for resolving disputes "Online Dispute Resolution" (ODR) functioning in the European Union, free of charge, a tool which gives the consumer and the seller the possibility to resolve a dispute amicably, without the need to go to court. The ODR platform is available at: ec.europa.eu/odr.

§ 12. Other information for Users

1. These Terms & Conditions are made available for free electronic download, in PDF format, at www.kfc.pl to enable Users to store and reproduce them in the ordinary course of activities.
2. The language of contracts concluded with the Service Provider for the provision of Services shall be Polish.
3. The User may contact (communicate) the Service Provider via the contact telephone number: 713861000, email address: kfcpl@amrest.eu or through the contact form on the Website.
4. The Service Provider informs that in connection with the provision of Services:
 - 1) it does not apply codes of ethics within the meaning of Article 66¹ § 2(6) of the Civil Code or a code of good practices within the meaning of the provisions on counteracting unfair market practices;
 - 2) it neither takes deposits from Users nor requests them to provide any other financial guarantees;
 - 3) it does not provide guarantees and does not offer after-sales services;
 - 4) it does not apply technical measures to protect against copying or access to content without the Service Provider's authorisation.

§ 13. Information about specific risks related to the use of a service provided by electronic means

The Service Provider informs that in the case of the use of services provided by electronic means, in particular through the Website and the App, there may be potential risks for the Users, such as:

1. possible receipt of spam, i.e. unsolicited advertising (commercial) information transmitted by electronic means,

2. the presence and impact of malware, including: computer viruses, i.e. specific software that, once activated, is capable of infecting files in a self-replicating manner, usually without being noticed by the user,
3. the presence and impact of Internet worms, i.e. malware capable of self-replication,
4. possible activation of spyware, i.e. software that spies on the user's activities on the Internet, and installs itself without the user's knowledge, consent or control,
5. cracking or phishing - used to acquire personal and confidential information for the purpose of identity theft, by sending fake emails that look deceptively authentic,
6. sniffing - unauthorised eavesdropping, involving the use of a sniffer - a computer program designed to intercept and possibly analyse data flowing over the network,
7. possible introduction by other persons using the information and communication system and/or telecommunications network of illicit devices which give unauthorised access to protected services within the meaning of Directive 98/84/EC,
8. the activities of cryptanalysis, i.e. finding weaknesses in the cryptographic system, thus making it possible to break or circumvent it,
9. possible exposure to other unwanted or "malicious" software, which performs actions unintended by the user, not falling within the definitions listed above, and appearing under the names: wabbit, trojan, backdoor, exploit, rootkit, keylogger, dialer, hoax.

§ 14. Amendments to Terms & Conditions

1. The Service Provider may amend these Terms & Conditions for important reasons, which are:
 - 1) amendment of generally applicable provisions of law having a direct impact on the content of these Terms & Conditions;
 - 2) a ruling or a decision directly affecting these Terms & Conditions issued by a court or a public administration authority;
 - 3) introduction of new functionalities of the Website, the App or the In-store Kiosk;
 - 4) preventing breaches of law or violations of these Terms & Conditions;
 - 5) removal of ambiguities or doubts of interpretation;
 - 6) transformation of the Service Provider (change of legal form), change in the name (business name) of the Service Provider, change in the registration data, identification numbers, address data, URL, email address or telephone number, indicated in these Terms & Conditions.
2. In each case, any amendment to these Terms & Conditions shall not affect the rights of the Users or the Service Provider's obligations that arose prior to the date on which the Users became bound by the amended Terms & Conditions.
3. The Service Provider shall announce the amendment to these Terms & Conditions on the Website and inform Users by an email message sent to the address assigned to the KFC Account, as well as through the App (access to the Internet is required).
4. The amendment to the Terms & Conditions shall be binding on the Users who do not resign from the Services within 14 days of the date of notification of the amendment to terms & conditions in accordance with § 14.3 of these Terms & Conditions.
5. The use of the Services by the Customer after amending the Terms & Conditions shall mean that the Customer accepts them.

§ 15. Final provisions

1. Any matters not regulated in these Terms & Conditions shall be governed by the provisions of generally applicable law in the Republic of Poland, including the Civil Code, the Act of 30 May 2014 on Consumer Rights and the Act of 18 July 2002 on the Provision of Services by Electronic Means.
2. All disputes shall be settled by the competent common court determined in accordance with the provisions of the Act of 17 November 1964 - the Code of Civil Procedure.
3. Appendix 1 to the Terms & Conditions under the name "Detailed rules related to the use of the App", constitutes an integral part thereof. Any matters not regulated by this Appendix shall be governed by the provisions of these Terms & Conditions.

APPENDIX 1 TO TERMS & CONDITIONS

RULES RELATED TO THE USE OF THE APP

1. TERMS OF USE OF THE APP

- 1.1. Downloading and using the App is free of charge.
The use of data transmission services or voice calls by the User in connection with the download or use of the App, may result in fees charged by the telecommunications operator providing the telecommunications services to the User.
- 1.2. The use of the App is possible provided that the App is downloaded:
 - 1.2.1. from the Google Play shop - in the case of an Android mobile device, or
 - 1.2.2. from the Apple App Store in the case of an iOS mobile device,
 - 1.2.3. from the HUAWEI AppGallery shop in the case of a HarmonyOS mobile device.
- 1.3. The App is designed for mobile devices with the Android operating system in the version currently available in the Google Play Store or the iOS operating system in the version currently available in the Apple App Store or the HarmonyOS operating system in the version currently available in the HUAWEI AppGallery.
- 1.4. For the App to work properly, the mobile device on which it is installed:
 - 1.4.1. must be free of any modifications to the operating system, in particular modifications that break the security of the mobile device manufacturer or the operating system manufacturer (so-called jailbreaking or rooting);
 - 1.4.2. must enable connection to the Internet.
- 1.5. The use of certain features of the App may require access to certain resources on your mobile device, such as geolocation.
Denying access to such resources may restrict access to particular App functionalities or their correct operation. The Service Provider shall inform the User of the required access to certain resources of the mobile device by displaying an appropriate message on the App.

2. DELIVERY OF THE APP. USER RIGHTS IN THE EVENT OF FAILURE TO DELIVER THE APP

- 2.1. The Service Provider shall deliver the App free of charge, i.e. it shall make the App available for use, immediately after the User downloads it from the Google Play Store, Apple App Store or HUAWEI AppGallery and installs it on the User's mobile device.

- 2.2. The contract for the use of the App shall be concluded under the terms set out in this Appendix and in the Terms & Conditions, for an indefinite period of time, as soon as the App is downloaded and installed on the User's mobile device.
- 2.3. In the event that the User has downloaded and installed the App and the Service Provider has not made it available for use as described in point 2.1 above, the User should request the Service Provider to deliver it properly. To this end, the User should contact the Service Provider by email at the following email address: kfcpl@amrest.eu or by a letter sent to the address of the Service Provider's registered office. The Service Provider shall deliver the App to the User immediately after receipt and verification of the request referred to hereinabove. In particularly complicated cases, the deadline for delivery of the App may be extended but shall not exceed 14 (fourteen) days. The Service Provider shall inform the User of such extension of the deadline and state the reason for the extension, either by email or in writing - depending on the channel of information by which the User's request was received.
- 2.4. The User, who has requested the Service Provider to deliver the App in accordance with point 2.3. above, shall be entitled to withdraw from the contract for the use of the App if the Service Provider fails to comply with the User's request immediately or within an additional period of 14 days. Withdrawal from the contract for the use of the App shall be governed by the relevant provisions of the Terms & Conditions on withdrawal
- 2.5. After the User has downloaded and installed the App, the Service Provider shall send a confirmation of the registration and creation of the Account in the App to the email address provided by the User. The Account shall become active after the User clicks on the activation link that is adequately marked in the email sent by the Service Provider.
- 2.6. The User shall be entitled to withdraw from the contract for the use of the App without requesting the Service Provider to deliver it properly if:
 - 2.6.1. The Service Provider has stated or it is clear from the circumstances that it will not deliver the App to the User, or
 - 2.6.2. the Service Provider failed to deliver the App immediately (i.e. the User did not get access to the App after downloading and installing it on a mobile device) and the immediate availability of the App was important to the User.

3. CHANGES TO THE APP

- 3.1. Notwithstanding the right referred to in § 14 of the Terms & Conditions, the Service Provider may make such changes to the App as are necessary to maintain its compliance with the provisions of this Appendix and the Terms & Conditions, in particular security updates.
- 3.2. The Service Provider may make changes to the App which are not necessary to maintain its compliance with the provisions of this Appendix and the Terms & Conditions for important reasons. An important reason for making a change to the App shall be:
 - 3.2.1. a modification, expansion or improvement of the way the content available on the App is displayed,
 - 3.2.2. an improvement of the functionality of the App aimed to improve the quality of the services provided by the Service Provider,
 - 3.2.3. adapting the App to changes in the Service Provider's technical environment (i.e. the hardware or software used by the Service Provider),
 - 3.2.4. changes resulting from the need to adapt the App to the requirements of the App shop providers (e.g. Google Play Store, Apple App Store, Huawei App Gallery).

4. APP UPDATES

- 4.1. The Service Provider shall provide periodic updates of the App free of charge and inform Users of their availability for the duration of the contract for the use of the App. The Service Provider shall inform the User about the available update of the App and the possible consequences of not installing it, via the Google Play Store, the Apple App Store and the HUAWEI App Gallery or via a message displayed in the App.
- 4.2. In order to correctly install the App update on a mobile device, the User should follow the standard process for installing updates of mobile apps on his/her mobile device or according to the Service Provider's guidelines containing information on updates of the App.
- 4.3. The Service Provider shall inform Users that the installation of the App updates provided by the Service Provider may be necessary for the proper operation of the App and to ensure an adequate level of security. The Service Provider shall inform Users of such updates through the description of the updates available in the Google Play Store, the Apple App Store and the Huawei App Gallery or through a message displayed in the App.
- 4.4. The Service Provider shall recommend installing updates of the App as soon as they become available via the Google Play Store, the Apple App Store and the HUAWEI App Gallery. In each case, the User shall install the App update without undue delay from the notification of its availability. The Service Provider shall not be liable for the malfunction of the App resulting exclusively from the failure to install the update in the following cases:
 - 4.4.1. the User, despite having been informed of the available App update and the consequences of not installing it, did not install it within the deadline referred to above,
 - 4.4.2. the User did not follow the instructions for the correct installation of the App update and consequently did not install or incorrectly installed that update.
- 4.5. The User should install operating system updates in accordance with the recommendations of the manufacturer of his/her mobile device and the manufacturer of the operating system. Failure to update the operating system or the App may lead to a reduced level of security in the use of the App.

5. TECHNICAL SUPPORT

- 5.1. The Service Provider provides the availability of technical support for matters related to the use of the App. For technical support, please contact the Service Provider:
 - 5.1.1. through the contact form available in the App;
 - 5.1.2. by email to the email address: kfcpl@amrest.eu.
- 5.2. In the event that the App is unavailable or does not function correctly on the User's mobile device, the User undertakes to cooperate with the Service Provider to determine whether the unavailability or incorrect functioning of the App is due to the characteristics of the User's digital environment (e.g. the characteristics of the mobile device used by the User or the network connection).

6. COMPLAINTS

- 6.1. The Service Provider may refuse to consider a complaint concerning the functioning of the App, which contains a request to make the App compliant with the contract (i.e. a request to deliver the App or to remove irregularities that prevent or limit the use of its functionality), if:

- 6.1.1. it is not possible for the Service Provider to make the App compliant with the contract and the Service Provider has informed of this circumstance in its response to the complaint, or
- 6.1.2. making it compliant with the contract in accordance with the User's request involves excessive costs for the Service Provider and the Service Provider has informed the User of this circumstance in its response to the complaint.
- 6.2. If the User's complaint concerning the App is accepted, the Service Provider shall make the App compliant with the contract within 14 days of the date of filing it with the Service Provider. In particularly complicated cases, this deadline may be extended but shall not exceed 30 (thirty) days.
- 6.3. The User shall be entitled to withdraw from the contract for the use of the App in the following cases:
 - 6.3.1. the Service Provider informed the User in accordance with point 6.1. that making the App compliant was impossible or required excessive costs for the Service Provider,
 - 6.3.2. the Service Provider accepted the User's complaint, but did not make the App compliant within the contract within the deadline provided for in point 6.2,
 - 6.3.3. the Service Provider tried to make the App compliant with the contract and despite this the Service Provider still failed to deliver the App or to remove the irregularities preventing or restricting the use of the App functionalities (i.e. the App is still non-compliant with the contract),
 - 6.3.4. the non-compliance with the contract is so significant as to justify withdrawal from the contract for the use of the App without first filing a complaint to the Service Provider under the terms described in points 6.1.- 6.2. above and in the Terms & Conditions (complaint concerning the delivery of the App or the removal of irregularities preventing or restricting the use of its functionalities),
 - 6.3.5. the Service Provider informed the User that it would not make the App compliant with the contract within the prescribed deadlines or without undue inconvenience to the User,
 - 6.3.6. In the cases referred to in point 6.3. above - it is sufficient to send a statement of withdrawal to the Service Provider.

7. Final provisions

- 7.1. To the extent not regulated by this Appendix, the relevant provisions of the Terms & Conditions shall apply.