

### Terms and Conditions for Using the Paid XML File

These Terms and Conditions define the rules of cooperation with the Ikonka Wholesale Store, owned and operated by KIK Spółka z ograniczoną odpowiedzialnością, with its registered office in Białystok, 15-111, Al. Tysiąclecia Państwa Polskiego 8, entered into the National Court Register (KRS) under number 0000613970, VAT ID (NIP): 5423089180, REGON: 200218804.

#### I. Access and Registration

1. To gain access to the XML file, you must register as a B2B customer. Account activation is required after completing the verification process of the business activity and assessing commercial potential.
2. Once the account is created, if interested in the XML file, the customer must purchase the XML service on the wholesaler's platform. Access to the XML file will be activated within 24 business hours after payment for the ordered service has been received.
3. Access to the XML file is granted after:
  - o making the required payment – payment constitutes acceptance of these Terms and Conditions.

#### II. Pricing

1. Annual fee for access to the XML file:
  - o Customers from Poland: PLN 199 gross
  - o Foreign customers: EUR 50 gross
2. The fee is waived for customers who meet all of the following conditions:
  - o cooperation with the Ikonka wholesale store has lasted at least 12 months,
  - o turnover in the last 12 months exceeds:
    - PLN 100,000 net – for customers from Poland,
    - EUR 23,000 net – for foreign customers,
  - o customers who do not meet the above conditions after 12 months will be informed about the need to pay the fee,
  - o the customer undertakes to comply with the principles of fair competition. The Supplier reserves the right to block access to the XML file if the Customer persistently and demonstrably sells products purchased from the Supplier below their purchase price, which constitutes an act of unfair competition within the meaning of Article 15 of the Act on Combating Unfair Competition.  
Re-activation of the account requires contacting the account manager.

3. Purchase of the next subscription period for the XML service will be available on the wholesaler's platform.
4. In the event of termination of cooperation during the subscription period, the fee is non-refundable.
5. In the event the wholesaler decides to terminate cooperation with the contractor, the XML access fee will be refunded proportionally to the unused subscription period. The refund will be made to the bank account assigned to the customer's account within 14 business days from the date of account deactivation.

### III. XML License Period

1. From 1 September 2025, the paid XML file service is introduced. Customers who purchase this service or meet the criteria set out in these Terms and Conditions for free access will be able to use the file for a period of 12 full calendar months.
2. On each anniversary of starting to use the XML file, Ikonka Wholesale Store KIK Sp. z o.o. Sp. k. will analyse the customer's turnover from the previous 12 calendar months. The customer will be informed about the upcoming end of the XML license period and the conditions for its extension — including possible exemption from the fee or the necessity to pay for further use of the service.

### IV. Payments

1. Bank account number for customers from Poland:  
PKO Bank Polski Spółka Akcyjna: 49 1020 1068 0000 1402 0550 4230 BIC/SWIFT: BPKOPLPW  
Payment reference: "XML service fee – customer name"
2. Bank account number for foreign customers:  
PKO Bank Polski Spółka Akcyjna: 75 1020 1068 0000 1102 0550 6334 BIC/SWIFT: BPKOPLPW  
Payment reference: "XML service fee – customer name"

### V. Use of Copyright-Protected Materials

1. In the event the Customer breaches these Terms and Conditions, in particular by infringing intellectual property rights to the materials contained in the XML file, the Supplier shall be entitled to impose a contractual penalty of up to PLN 10,000.
2. Payment of the contractual penalty referred to above does not exclude the Supplier's right to claim additional damages on general principles if the damage suffered by the Supplier exceeds the amount of the contractual penalty.
3. The Supplier reserves the right to block access to the XML file and the customer's account in the event of:
  - I. Failure to make timely payment for access;
  - II. Engaging in practices constituting an act of unfair competition within the meaning of the Act on Combating Unfair Competition, in particular by selling goods or services below the cost of production or provision, or reselling them below purchase cost with the aim of

- eliminating other entrepreneurs;
- III. Infringement of copyrights or intellectual property rights related to the XML file;
- IV. Sharing the XML file with third parties;
- V. Using the data contrary to its intended purpose;
- VI. Incorrect account registration.

## **VI. Grant of License**

1. All materials made available in the XML file, in particular product photos, graphics, and descriptions (hereinafter "Materials"), constitute works within the meaning of the Act on Copyright and Related Rights and are subject to legal protection.
2. Upon booking of the subscription payment for access to the XML file, the Supplier grants the Customer a non-exclusive, non-transferable, and time-limited license to use the Materials under the rules specified in these Terms and Conditions.

## **VII. Scope and Duration of the License**

1. The license is granted for the duration of the paid subscription period of 12 months, counted from the date the payment is booked. Upon expiry of the subscription, the license terminates, and the Customer is obliged to immediately, but no later than within 7 days, cease using the Materials and remove them from all their websites, sales platforms, servers, and other media.
2. The license entitles the Customer to use the Materials solely for the promotion and sale of products purchased from the Supplier.
3. The license includes the following fields of exploitation:
  - I. Entering into computer and server memory;
  - II. Public display and making available online, in particular on the Customer's online store websites and on marketplace sales platforms.

## **VIII. License Restrictions and Contractual Penalties**

1. The Customer is not entitled to grant sublicenses, further share, or resell the Materials to any third parties, including entities to which they resell products.
2. Using the Materials to promote and sell products from other suppliers is strictly prohibited.
3. In the event the Customer breaches the provisions of VI.1 and VI.2 above, the Supplier shall be entitled to impose a contractual penalty of PLN 10,000 for each confirmed case of violation.
4. Payment of the contractual penalty does not exclude the Supplier's right to claim additional damages on general principles if the damage suffered by the Supplier exceeds the amount of the contractual penalty.

## **IX. Scope and Terms of Use of the XML**

1. The XML file contains:
  - I. The full product range,
  - II. Stock availability,
  - III. Suggested retail prices,
  - IV. Product descriptions and images.
2. The data is updated periodically by the Supplier.
3. The provided resources may be used solely for the purpose of selling products by the Customer.
4. It is prohibited to:
  - I. Share the file, link, or XML data with third parties,
  - II. Use the data for purposes other than sales (e.g., marketing, archiving, photo repository).
5. The Customer is obliged to update the XML file daily. Failure to update may result in a penalty of PLN 100 for each day of non-compliance with this obligation.

#### **X. Blocking Access and Termination of the Agreement**

1. The Supplier reserves the right to block access to the XML file and the Customer's account in the event of:
  - I. Breach of any provision of these Terms and Conditions,
  - II. Unauthorized sharing of data,
  - III. Use of the file contrary to its intended purpose,
  - IV. Incorrect account registration.
2. Reactivation of the account requires settlement of all outstanding payments and obtaining approval from Ikonka Wholesale Store KIK Sp. z o.o. Sp. k.