

## Terms and Conditions of the B-R SOLUTIONS Service

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### 1. Definitions

- 1) **B-R Solutions** – B-R Solutions sp. z o.o., a company with its registered office in Warsaw (Al. Jerozolimskie 99/18, 02-001 Warsaw), entered into the Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw, XIII Economic Division of the National Court Register under KRS number: 0001007501, with a share capital of PLN 155,000.00, NIP: 7011119731. Contact with B-R Solutions is possible at the email address: [support@bingo-rent.pl](mailto:support@bingo-rent.pl) or via other communication channels specified on the Service.
- 2) **Rental Fee** – the amount specified by the Tenant and the Landlord in the Tenancy Agreement, constituting the Landlord's remuneration for the Tenant's use of the Rental Property.
- 3) **Tenancy Agreement Generator** – a free service consisting of the automatic generation by the Service of a draft Tenancy Agreement based on data provided by Users.

- 4) **Guest** – an individual using the Service who does not have an Account or is not logged into one.
- 5) **Other Fees** – fees specified by the Tenant and the Landlord in the Tenancy Agreement, excluding the Rental Fee, e.g., utilities, community fees, etc.
- 6) **Consumer** – a User who is an individual performing actions on the Service not directly related to their business or professional activity.
- 7) **Account** – a set of data associated with a specific User, including information about their activity on the Service, as well as information provided by the User on the Service. Rules regarding the Account are specified in Section 3 of these Terms and Conditions.
- 8) **Maximum Guarantee Amount** – the maximum amount up to which B-R SOLUTIONS provides a guarantee. The Maximum Guarantee Amount is PLN 10,000.00 (in words: ten thousand Polish zlotys 00/100).
- 9) **Minimum Guarantee Amount** – the minimum amount from which B-R SOLUTIONS provides a guarantee. The Minimum Guarantee Amount is PLN 500.00 (in words: five hundred Polish zlotys 00/100).
- 10) **Tenant** – an individual intending to use the Tenancy Deposit Guarantee Agreement through the Service.
- 11) **Primary Tenant** – in the case of two individuals acting as tenants, the Primary Tenant is the Tenant who submitted the Application for the Provision of a Tenancy Deposit Guarantee.
- 12) **Payment Operator** – an entity providing payment services on behalf of B-R SOLUTIONS: PayPro S.A.
- 13) **Guarantee Provision Statement** – a document bearing a qualified electronic signature issued by B-R SOLUTIONS to the Landlord, containing a legally effective statement by the guarantor regarding the provision of a guarantee and its terms.
- 14) **Tenant's Guarantor Statement** – a written document bearing a handwritten signature issued by the Tenant's Guarantor to B-R SOLUTIONS, containing a legally effective statement by the guarantor regarding the provision of a guarantee and its terms.
- 15) **Partners** – Kontomatik sp. z o.o., Kaczmarek Inkasso sp.j.
- 16) **Payments** – all payments made on the Service in connection with the provision of paid Services by B-R SOLUTIONS to Users.
- 17) **Collaborating Entities** – external Partners of B-R SOLUTIONS cooperating with the Service and providing services related to payments, identity verification, financial credibility verification, and debt collection within the Service.
- 18) **Guarantor** – B-R Solutions, providing a guarantee for the Tenant to the Landlord.

- 19) **Tenant's Guarantor** – an individual providing a guarantee for the Tenant to B-R Solutions.
- 20) **Complaint Procedure** – a free process provided by the Service to enable the submission of complaints and feedback regarding the Service's operation.
- 21) **Tenancy Settlement Process** – a procedure related to settling any damages or arrears in rental fees or other fees associated with the tenancy after its termination.
- 22) **Rental Property** – a residential property or single-family house that the Landlord makes available to the Tenant under the concluded Tenancy Agreement.
- 23) **Terms and Conditions** – these Terms and Conditions, including appendices, specifying the rules for using the Service. The current version of the Terms and Conditions is available on the Service's website at all times, in a form that allows downloading, saving to a device's hard drive, or printing.
- 24) **Registration** – the process of creating an Account by a User, involving the provision of User data, their verification, acceptance of the Terms and Conditions, and Account activation.
- 25) **Service** – the online platform operated by B-R Solutions, available at the domain <https://bingo-rent.pl/>.
- 26) **Transaction** – any agreement or service provision concluded between Users and B-R Solutions.
- 27) **Services** – paid services provided by B-R Solutions to the User, including, among others: Identity Verification, Financial Credibility Verification, and Tenancy Deposit Guarantee Agreement.
- 28) **Tenancy Agreement** – an agreement concluded between the Tenant(s) and the Landlord.
- 29) **Tenancy Deposit Guarantee Agreement** – a paid service provided by B-R Solutions, consisting of providing a tenancy deposit guarantee to the Landlord on behalf of the Tenant.
- 30) **User** – an individual, legal entity, or organizational unit without legal personality granted legal capacity by law, using the Service after logging into an Account.
- 31) **Identity Verification** – a paid service provided by B-R Solutions, consisting of verifying the Tenant's identity using available external databases. The verification includes checking the consistency of the data provided by the Tenant with the data in the PESEL database, the validity of the identity document, and any restrictions on the identity document.
- 32) **Financial Credibility Verification** – a paid service provided by B-R Solutions, consisting of verifying the financial credibility of the Tenant or the Tenant's Guarantor by an external Partner based on an assessment made by that

Partner using data obtained from a bank account provided by the Tenant or the Tenant's Guarantor.

- 33) **Application for the Provision of a Tenancy Deposit Guarantee** – a form provided by the Service for the Tenant, containing the data necessary for the potential provision of a tenancy deposit guarantee.
- 34) **Landlord** – an individual, legal entity, or organizational unit without legal personality granted legal capacity by law, agreeing to conclude a Tenancy Deposit Guarantee Agreement through the Service.

## 2. General Provisions

- 1) The conditions for using the Service, including the rules for Registration, Identity Verification, Financial Credibility Verification, conclusion of the Tenancy Deposit Guarantee Agreement, as well as matters concerning Payments and the Complaint Procedure, are governed by these Terms and Conditions. Anyone using the Service is obliged to familiarize themselves with the content of the Terms and Conditions.
- 2) The Service does not provide services for properties intended for purposes other than residential use; in particular, commercial properties cannot be covered by the Tenancy Deposit Guarantee Agreement.
- 3) Guests may use only limited functionalities of the Service in accordance with the rules specified in these Terms and Conditions, with respect for applicable law and principles of fairness.
- 4) Content published on the Service, regardless of its form (e.g., text, graphics, or video materials), is subject to intellectual property protection, including copyright and industrial property rights, belonging to B-R SOLUTIONS, Collaborating Entities, or third parties. Any use of such content without the written consent of the entitled parties is prohibited. It is also prohibited to aggregate or process data and other information available on the Service for the purpose of further sharing with third parties within other online services or offline. The use of the Service's designations, as well as those of B-R SOLUTIONS and Collaborating Entities, including distinctive graphic elements, without the written consent of B-R SOLUTIONS, is also prohibited.
- 5) None of the provisions of these Terms and Conditions constitute consent to use the rights of B-R SOLUTIONS or third parties, nor should they be interpreted as a waiver of those rights.
- 6) B-R SOLUTIONS is not a party to the Tenancy Agreement.
- 7) Within the Service, it is possible to:
  - a) browse the Service's content;

- b) conclude a Tenancy Deposit Guarantee Agreement;
  - c) use the User Account and related functionalities, including the Tenancy Agreement Generator, obtaining the Trusted Tenant status, Identity Verification, and Financial Credibility Verification, which are provided in accordance with the rules specified in these Terms and Conditions.
- 8) The services of browsing the Service's content, maintaining a User Account, and using the Tenancy Agreement Generator are provided free of charge. Paid services are indicated in these Terms and Conditions.
- 9) Payment services are carried out by external entities on behalf of Users based on separate legal relationships, of which B-R SOLUTIONS is not a party.
- 10) A Tenant who is a minor, does not have a PESEL number, and does not have a bank account maintained at a bank branch in the Republic of Poland cannot use the Service's services.
- 11) The use of the additional functionality of the Tenancy Agreement Generator by the Parties is intended to facilitate the conclusion of a Tenancy Agreement and is the sole decision of the Tenant and Landlord, being voluntary. B-R SOLUTIONS bears no liability for any damages arising or potentially arising in the future as a result of using the Tenancy Agreement Generator functionality.
- 12) To use the Service to its full extent, it is required to have a device connected to the Internet meeting the following requirements:
  - a) an active Internet connection enabling two-way communication via the HTTPS protocol;
  - b) a properly installed and configured, up-to-date web browser supporting the HTML5 standard and Cascading Style Sheets (CSS3) technology, e.g., Google Chrome, Mozilla Firefox, Opera, Microsoft Edge, Internet Explorer, operating at a screen resolution of no less than 1024x768 pixels;
  - c) enabled JavaScript and cookie support (typically enabled by default in browsers);
  - d) for mobile devices: an original Android system version no lower than 7.0 or an original iOS system version no lower than 13.0. The Service may not display correctly on televisions, Blackberry phones, or phones with the Windows operating system.
- 13) B-R SOLUTIONS shall make every effort to ensure the uninterrupted operation of the Service. To ensure high-quality services and efficient functioning of the Service, B-R SOLUTIONS reserves the right to introduce interruptions in the Service's operation under the conditions described below:
  - a) **Technical Interruptions:** These may occur during nighttime hours (10:00 PM – 6:00 AM), during which certain functionalities of the

Service and services provided by B-R SOLUTIONS may be limited or unavailable.

- b) **Technical Failures:** These are situations involving a technical error due to circumstances for which B-R SOLUTIONS is responsible, resulting in most or all Users being unable to:
  - i) access the Service;
  - ii) use the basic functions of the Service, or the operation of these functions being incorrect, particularly regarding the inability to submit Applications, register Users, etc.
- c) **External Provider Failures:** These are situations involving a technical error due to circumstances beyond B-R SOLUTIONS' responsibility, resulting in most or all Users being unable to:
  - i) verify their identity;
  - ii) verify their financial credibility;
  - iii) receive notifications via email or SMS.

### 3. Account

- 1) To enable full use of the Service's functionalities, a Guest is required to:
  - a) register an Account as a Tenant, Tenant's Guarantor, or Landlord;
  - b) in the case of a Landlord, specify whether they are using the Service as an individual or an entrepreneur;
  - c) log into the Service.
- 2) A **Tenant's Account** provides access to, among others, the following Service functionalities:
  - a) submitting an Application for the Provision of a Tenancy Deposit Guarantee;
  - b) concluding a Guarantee Agreement with B-R Solutions;
  - c) obtaining Identity Verification;
  - d) obtaining Financial Credibility Verification;
  - e) accessing the Tenancy Agreement Generator;
  - f) settling the tenancy agreement with the Landlord;
  - g) obtaining the "Trusted Tenant" badge;
  - h) making payments on the Service;
  - i) monitoring their settlements with B-R Solutions.
- 3) A **Landlord's Account** provides access to, among others, the following Service functionalities:
  - a) verifying the Tenant's identity;
  - b) verifying the Tenant's financial credibility;

- c) concluding a Guarantee Agreement with B-R Solutions;
  - d) accessing the Tenancy Agreement Generator;
  - e) settling the tenancy agreement with the Tenant;
  - f) receiving payment from B-R Solutions in the event of damage to the Rental Property caused by the Tenant or arrears in Rental Fees or Other Fees, up to the amount of the guarantee provided by B-R Solutions.
- 4) A User may only be an individual with full legal capacity, a legal entity, or an organizational unit without legal personality granted legal capacity by law. In the case of legal entities and organizational units without legal personality, an Account may only be created on their behalf, and all actions within the Service may only be performed by a person duly authorized to act in this scope on behalf of such entities, based on a declaration submitted by that person.
  - 5) A User may have only one Account on the Service. Within a single Account, a User may act in different roles, i.e., as a Tenant, Landlord, or Tenant's Guarantor, provided that the roles of Tenant and Tenant's Guarantor cannot be combined within the Service.
  - 6) Account Registration requires:
    - a) completing the form available on the Service and providing the required data, including the User's email address and phone number, verifying this data, and providing a unique password or authenticating via an external provider such as Facebook, Google, or Apple;
    - b) reviewing the Terms and Conditions and their appendices and accepting their provisions.
  - 7) B-R Solutions processes the personal data of Users, persons acting on behalf of Users, and Guests in accordance with the provisions of the Privacy Policy, which constitutes Appendix No. 2 to these Terms and Conditions, and the Cookie and Similar Technologies Policy, which constitutes Appendix No. 3 to these Terms and Conditions.
  - 8) Upon completing the data required for Registration, a confirmation of Account Registration, an activation link, and the current Terms and Conditions will be sent to the email address and phone number provided by the User. Registration is completed upon Account activation by the User. If activation is not completed within 30 days of receiving the confirmation email, the activation link expires, and the Account is not activated.
  - 9) During the Registration process and while using the Service, the User is obliged to provide true, accurate, and up-to-date data to which they are entitled to use. The User is required to update their data in case of any changes. B-R Solutions reserves the right to refuse to provide the Service if the provided data does not meet the above requirements.

- 10) A person acting within the Service on behalf of a User who is a legal entity or an organizational unit without legal personality granted legal capacity by law must be duly authorized to act and perform all actions within the Service on behalf of such a User. B-R Solutions reserves the right to conduct additional verification of such a person by requesting a document confirming their authorization to act on behalf of the User.
- 11) The User undertakes to keep Account access data confidential and protect it from access by third parties. The User shall promptly inform B-R Solutions if they become aware of unauthorized third parties obtaining access to their Account data and, if possible, change it immediately.
- 12) B-R Solutions shall not be liable for any damages resulting from the User providing false or incorrect data.

#### **4. Tenancy Deposit Guarantee Agreement**

- 1) The **Tenancy Deposit Guarantee Agreement** is concluded between B-R Solutions (the Guarantor), which undertakes to the Landlord (the creditor) to fulfill the Tenant's (the debtor's) obligations regarding payment for damages caused to the Rental Property or failure to pay the Rental Fee or Other Fees related to the tenancy, in the event that the Tenant fails to fulfill their obligations. The Tenancy Deposit Guarantee Agreement is concluded upon the Tenant and Landlord accepting these Terms and Conditions and upon the Guarantor delivering the Guarantee Provision Statement to the Landlord.
- 2) The guarantee is provided up to the amount of the tenancy deposit agreed upon by the Tenant and the Landlord, provided that the amount of the guarantee provided by B-R Solutions cannot be less than PLN 500.00 or more than PLN 10,000.00. It is permissible for the tenancy deposit agreed between the Tenant and the Landlord to exceed the Maximum Guarantee Amount. In such a case, B-R Solutions' liability under the guarantee is limited to the Maximum Guarantee Amount and may be applied concurrently with a traditional tenancy deposit or other forms of securing the Tenant's obligations to the Landlord.
- 3) The Tenancy Deposit Guarantee Agreement is concluded for a fixed term specified by the Tenant in the Application, not exceeding 5 years, upon the Tenant paying all fees specified in Section 7 of these Terms and Conditions and upon the electronic delivery of the Guarantee Provision Statement by B-R Solutions to the email address provided by the Landlord.
- 4) The Guarantee Provision Statement is affixed with a qualified electronic signature of a person authorized to represent B-R Solutions and is issued for a

fixed term, i.e., the duration of the Tenancy Deposit Guarantee Agreement plus 36 months.

- 5) The Tenancy Deposit Guarantee Agreement may be terminated before the end of the term specified in the Application only by the Landlord and upon their request as the beneficiary of the Tenancy Deposit Guarantee Agreement. Early termination of the Tenancy Deposit Guarantee Agreement by the Landlord triggers the commencement of the Tenancy Settlement Process in accordance with these Terms and Conditions.
- 6) Five weeks before the expiry of the term specified in the Application, Users will receive an email notification regarding the impending termination of the Tenancy Deposit Guarantee Agreement and the potential option to renew it. Renewal of the Tenancy Deposit Guarantee Agreement is subject to meeting all of the following conditions:
  - a) submission of an Application for the renewal of the Tenancy Deposit Guarantee Agreement by the Tenant;
  - b) acceptance of the Application for renewal by the Landlord;
  - c) in the event of a change in the guarantee terms, i.e., an increase in the Guarantee Amount, the Tenant(s) undergoing a renewed Financial Credibility Verification and obtaining a positive result, or, if using the Tenant's Guarantor option, the Tenant's Guarantor undergoing a renewed Financial Credibility Verification and obtaining a positive result;
  - d) if using the Tenant's Guarantor option, the Tenant's Guarantor printing, signing, and sending the Tenant's Guarantor Statement, provided via email correspondence, to the address of B-R Solutions;
  - e) payment by the Tenant of all fees in accordance with Section 7 of these Terms and Conditions;
  - f) completion of all the above actions no later than 3 business days before the expiry of the term for which the existing Tenancy Deposit Guarantee Agreement was concluded.
- 7) If the requirements listed in points a) to f) above are not met collectively within the specified timeframe, Users lose the option to renew the Tenancy Deposit Guarantee Agreement. To continue using the Service, it is necessary to conduct the Tenancy Settlement Process for the terminated agreement and

submit a new Application for the Provision of a Tenancy Deposit Guarantee, as for a new tenancy.

- 8) 5 weeks before the expiry of the term specified in the Application, Users will receive an email notification regarding the impending termination of the Tenancy Deposit Guarantee Agreement and the need to conduct the Tenancy Settlement Process.
- 9) The Tenancy Settlement Process may only be initiated by the Landlord by completing a dedicated form in which the Landlord specifies any damages to the Rental Property and the cost of their repair, as well as any arrears in the Rental Fee or Other Fees related to the tenancy that the Tenant was obliged to pay under the Tenancy Agreement. If there are no damages or other obligations on the Tenant's part, the Landlord should indicate the appropriate option in the form. The completed form is made available to the Tenant on the Service, who may either acknowledge the claims indicated by the Landlord or reject them.
- 10) If the Landlord has no claims against the Tenant, the Tenancy Deposit Guarantee Agreement is terminated, and the Tenant may conclude a new Tenancy Deposit Guarantee Agreement.
- 11) If the Landlord indicates claims against the Tenant and the Tenant acknowledges these claims, B-R Solutions shall pay the Landlord the amount corresponding to the acknowledged claims to the bank account specified by the Landlord, held at a bank headquartered in the Republic of Poland, within 3 business days from the date the Tenant acknowledges the claims, provided that this amount does not exceed the Maximum Guarantee Amount for one or all claims combined. Upon payment of all or part of the guarantee amount to the Landlord by B-R Solutions, B-R Solutions shall call upon the Tenant and, if applicable, the Tenant's Guarantor, to pay the amounts disbursed to the Landlord in fulfillment of the concluded Tenancy Deposit Guarantee Agreement within 7 days.
- 12) If the Landlord indicates claims against the Tenant and the Tenant refuses to acknowledge them, or fails to acknowledge them within 21 days from the date the completed form is made available on the Service, such claims are treated as disputed. In the case of disputed claims, the Landlord may obtain payment under the provided guarantee upon prior submission to B-R Solutions, in electronic form via a dedicated form, of a settlement document or a final court judgment confirming that the Landlord's claims under the Tenancy Agreement have been acknowledged by the Tenant or awarded against the Tenant. B-R Solutions, after verifying the submitted documents, shall inform the Landlord within 14 business days of their submission about the payment of the claim or refuse payment, stating the reasons for refusal. A reason for

refusal may include, in particular, suspicion of document forgery based on which the Landlord seeks payment from the Guarantor. Upon payment of all or part of the guarantee amount to the Landlord by B-R Solutions, B-R Solutions shall call upon the Tenant and, if applicable, the Tenant's Guarantor, to pay the amounts disbursed to the Landlord in fulfillment of the concluded Tenancy Deposit Guarantee Agreement within 7 days.

- 13) To ensure the Service's compliance with applicable laws governing online platforms, its proper functioning, and the protection and safety of its Users, B-R SOLUTIONS reserves the right to request additional data from Users or conduct additional verification of the accuracy and validity of the data provided by the User, as well as to demand confirmation of the User's identity, information contained in the Application, or information related to a Transaction, in a manner chosen by B-R Solutions or required by applicable regulations. If the verification of the User's data or identity fails, B-R SOLUTIONS may suspend or block the Account or refuse to provide the Service.

## **5. Identity Verification**

- 1) A Tenant wishing to use the Tenancy Deposit Guarantee Agreement Service within the Service is required to verify their identity by providing the following personal data in the form provided on the Service: first name(s), surname, PESEL number, identity document number and series, issuance date and expiry date of the identity document, registered address, and phone number. This data will be verified to confirm the Tenant's identity in cooperation with B-R SOLUTIONS' Partners.
- 2) Failure to consent to providing the above data or providing false data prevents the verification of the Tenant's identity, thereby precluding the use of the Tenancy Deposit Guarantee Agreement Service by B-R SOLUTIONS and resulting in refusal to provide the Service.
- 3) B-R SOLUTIONS shall not be liable for any errors in external databases that prevent the proper verification of the Tenant's data.

## **6. Financial Credibility Verification**

- 1) A Tenant wishing to use the Tenancy Deposit Guarantee Agreement Service within the Service is required to verify their financial credibility via a link

provided on the Service to the Partner's website, where the Tenant will be asked to log into their bank account to provide financial data, based on which their financial credibility will be assessed. This data will be verified by the Partner, who will evaluate the Tenant's financial credibility. This data is not shared with B-R SOLUTIONS in any form; B-R SOLUTIONS receives only the Partner's assessment of the Tenant's financial credibility, based on which it informs the Tenant whether they meet the requirements for concluding the Tenancy Deposit Guarantee Agreement. The first Financial Credibility Verification of the Tenant is performed free of charge.

- 2) If the Tenant does not meet B-R SOLUTIONS' requirements for providing a guarantee, they may either designate an additional Tenant or a Tenant's Guarantor. Both the additional Tenant and the Tenant's Guarantor must register, undergo Identity Verification, and undergo Financial Credibility Verification in accordance with paragraph 1 of this section, with the proviso that each subsequent identity and financial credibility verification is performed for a fee.
- 3) If the Financial Credibility Verification of the additional Tenant is negative, B-R SOLUTIONS shall refuse to conclude the Tenancy Deposit Guarantee Agreement.
- 4) If the Financial Credibility Verification of the Tenant's Guarantor is negative, the Tenant may designate another Tenant's Guarantor for a fee, whose verification is also subject to a fee. If no further Tenant's Guarantor is designated or if no Tenant's Guarantor meets B-R SOLUTIONS' requirements, B-R SOLUTIONS shall refuse to conclude the Tenancy Deposit Guarantee Agreement.
- 5) Failure to consent to providing the above data or providing false data prevents the verification of the financial credibility of the Tenant or Tenant's Guarantor, thereby making it impossible for B-R SOLUTIONS to conclude the Tenancy Deposit Guarantee Agreement and resulting in refusal to provide the Service.
- 6) B-R SOLUTIONS shall not be liable for any errors in external databases that prevent the proper verification of the Tenant's financial credibility.
- 7) The Tenant acknowledges and agrees that B-R SOLUTIONS informs the Landlord of the refusal to conclude the Tenancy Deposit Guarantee Agreement for the requested Tenancy Agreement by B-R SOLUTIONS.

## **7. Trusted Tenant Badge**

- 1) The Service provides the option for a Tenant to obtain the Trusted Tenant Badge. A Tenant who obtains this badge may refer to it before the Landlord to confirm their reliability and proper use of previous tenancies.
- 2) This badge is granted only to Users acting as Tenants. In the case of more than one Tenant, the badge is granted only to the Primary Tenant.
- 3) The condition for obtaining the Trusted Tenant Badge is the fulfillment of all the following conditions by the Tenant:
  - a) using the Services provided within the Service at least once, i.e., concluding a Tenancy Deposit Guarantee Agreement and using it for the entire declared period;
  - b) properly conducting the tenancy settlement process with the Landlord within the Service;
  - c) timely settling all payments to B-R SOLUTIONS. In particular, if arrears arise towards B-R SOLUTIONS and are referred to external debt collection, the Tenant is ineligible to obtain the Trusted Tenant Badge.

## **8. Payments**

- 1) The User will be informed on the Service in a clear manner of the current price of the selected Services, including the current amount of remuneration for a given Service. The remuneration amount for the Service will be visible to the User at each stage of the purchase process. All prices provided on the Service and in price lists are gross prices (including value-added tax, i.e., VAT) expressed in Polish zlotys (PLN). The Service Price List constitutes Appendix No. 4 to these Terms and Conditions.
- 2) Payments made on the Service are made in advance, i.e., in the full amount required for a given Service before its provision begins, or may be made periodically, in accordance with the User's choice indicated in the Application for the Conclusion of the Tenancy Deposit Guarantee Agreement, using payment methods provided by B-R SOLUTIONS in cooperation with an external Payment Operator.
- 3) If payment is made in advance, the provision of the Service will commence no earlier than upon the full amount of the payment for that Service being credited to B-R SOLUTIONS' account.
- 4) The User may determine the amount of remuneration for the Guarantor's tenancy deposit guarantee Service by accessing the Service's website, where a cost calculator for the Service is available.
- 5) If the User selects periodic payments in the Application for the Conclusion of the Tenancy Deposit Guarantee Agreement, the User will be required to

consent to periodic monthly payments, consisting of the automatic deduction of the remuneration by the Payment Operator on behalf of B-R Solutions.

- 6) The periodic payment method selected by the User will apply throughout the entire period of Service provision until its termination or a change in the payment method. The User retains the right to change the payment method at any time – from periodic payments to one-time advance payments, and vice versa.
- 7) The User may, at their discretion, make payments using one of the available payment methods as indicated during the Service selection process.
- 8) Using any payment method will require establishing a separate legal relationship with the provider of the payment service and accepting its terms and conditions. B-R SOLUTIONS is not a party to such a relationship and has no ability to influence its content or execution. In the event of any payment issues, the User should contact the relevant payment operator to resolve doubts or file a complaint. Exceptionally, and within the technical and organizational capabilities, B-R SOLUTIONS may assist the User in resolving the issue. B-R SOLUTIONS assumes no responsibility for the execution of the payment service by the external Partner.
- 9) B-R SOLUTIONS provides Users with the free option to register data for a maximum of one payment card required for payment processing by an external provider servicing the card, to enable payments without the need to re-enter this data each time. The User may remove a registered card from the Service at any time via the Account settings.
- 10) The provision of services by B-R Solutions to the User is documented in accordance with applicable regulations.

## **9. Complaint Procedure and Reporting Feedback on the Service**

- 1) A User or Guest may contact B-R Solutions regarding services provided under these Terms and Conditions in the following forms:
  - a) in writing to the address: B-R Solutions sp. z o.o., ul. Al. Jerozolimskie 99/18, 02-001 Warsaw;
  - b) electronically via the contact form available on the Service.
- 2) B-R Solutions strives to ensure that the services provided are of the highest quality. Notwithstanding the foregoing, the User has the right to submit a complaint free of charge regarding the non-performance or improper performance by B-R Solutions of services provided under these Terms and Conditions.

- 3) A complaint may be submitted via the contact form or in writing to B-R Solutions' address. The complaint process is entirely free of charge for the User.
- 4) The complaint should include at least: the User's first name and surname, the email address assigned to the Account, the circumstances justifying the complaint, and the User's request related to the complaint.
- 5) If the data or information provided in the complaint does not allow for its resolution, B-R Solutions will request clarification of any doubts or additional information from the User via email, if necessary for B-R Solutions to process the complaint, specifying such doubts or required information precisely.
- 6) B-R Solutions processes complaints from Consumers within 14 days from the date of receipt. Other complaints are processed within 30 days from the date of receipt. B-R Solutions' response to the complaint is sent electronically to the email address assigned to the Account.

## **10. Unlawful and Non-Compliant User Actions**

- 1) The User is entitled to use the Service in accordance with its intended purpose, within the limits of the law and good practices applicable to the information society, while respecting the rights and interests of others. In particular, the User undertakes to:
  - a) refrain from actions that could disrupt the proper functioning of the Service, including interfering with the Service's content, Account, other Users' Accounts, or IT components of the Service;
  - b) refrain from unlawful actions, including sending or publishing content via the Service's functionalities that violates legal provisions, personal rights, contains or disseminates child pornography or terrorist content, infringes third-party intellectual property rights, or is discriminatory or racist in nature;
  - c) avoid misleading persons using the Service or B-R Solutions, e.g., by providing false information regarding the Rental Property or concealing significant information;
  - d) refrain from acting in bad faith, abusing the Service's functionalities, or using the Service contrary to its purpose or these Terms and Conditions;
  - e) avoid misleading Users regarding the condition, features, and elements of the Rental Property or other Transaction terms.

- 2) The publication or transmission of any content on the Service is performed automatically via the Service's interface, and B-R SOLUTIONS does not automatically verify all content transmitted using the Service's functionalities.
- 3) Any person using the Service may report to B-R SOLUTIONS any unlawful or non-compliant content disseminated via the Service's functionalities using the Complaint Form functionality available within the Service. The reporting party should, to the extent possible, provide data enabling B-R SOLUTIONS to verify the abuse report, including, in particular, an explanation of the reasons why they consider the content unlawful or contrary to these Terms and Conditions, and, at their discretion, contact details.
- 4) Upon receiving credible information (based on an abuse report or otherwise) that content transmitted or published via the Service's functionalities is unlawful or violates these Terms and Conditions, B-R SOLUTIONS may:
  - a) immediately block such content. In the case of blocking, the content will not be visible or accessible to persons using the Service or in the User's Account panel;
  - b) undertake appropriate investigative actions to establish the circumstances of the matter, acting proportionately and reasonably, e.g., by contacting the reporting entity, the content provider, the relevant authority, or an external advisor;
  - c) inform the content provider, in the event of content blocking, no later than when the blocking takes effect, via email, specifying the blocked content, the reasons for the blocking decision (including the anonymized abuse report content if required by generally applicable law), and the basis for the decision with reference to these Terms and Conditions;
  - d) the provisions of point c) above do not apply if a notification from a competent public authority, mandatory legal provisions, or the need to ensure the safety of individuals' lives, health, or the state requires withholding the information mentioned in this point.
- 5) B-R SOLUTIONS is entitled to block an Account if there is a suspicion that actions threatening the safety of other Users within the Service have occurred or may occur through the Account.
- 6) In the event of a serious legal violation using the Service, as well as serious or repeated violations of these Terms and Conditions, particularly repeated attempts to publish or disseminate illegal content by a given User or different Users acting jointly and in concert, including via multiple Accounts, B-R SOLUTIONS may, with due regard to proportionality and respect for freedom of trade, suspend or temporarily or permanently block the Account(s).

## 11. Out-of-Court Dispute Resolution

- 1) A Consumer may use out-of-court methods for resolving consumer disputes in accordance with the Online Dispute Resolution procedure developed by the European Commission, available at:  
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=PL>.
- 2) A Consumer has the right to use out-of-court methods for handling complaints and pursuing claims. Detailed information on the Consumer's ability to use out-of-court methods for handling complaints and pursuing claims, as well as the rules for accessing these procedures, is available at the offices and websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection, and the following websites of the Office of Competition and Consumer Protection:
  1. [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php)
  2. <http://polubowne.uokik.gov.pl/rejestr,5,pl.html>
- 3) A Contact Point operates within the Office of Competition and Consumer Protection, providing information on amicable proceedings. Contact Point for ADR/ODR (information on ADR entities, assistance in completing applications), Pl. Powstańców Warszawy 1, 00-950 Warsaw, Tel. 22 55 60 332, 22 55 60 333, Email: [kontakt.adr@uokik.gov.pl](mailto:kontakt.adr@uokik.gov.pl).

## 12. Final Provisions

- 1) B-R SOLUTIONS reserves the right to amend these Terms and Conditions for the following reasons:
  - a) the need to improve User safety;
  - b) the need to enhance the Service's operation, provided that changes made on this basis do not result in an increase or introduction of additional fees for already accrued (paid) fees and enable continued use of the Service;
  - c) the need to prevent abuses related to the use of the Service;
  - d) changes in the conditions of Service provision or withdrawal of a specific Service, provided that changes introduced on this basis do not affect Services purchased before the changes take effect;

- e) the introduction of a new Service or additional Service functionalities, provided that the use of such services or functionalities is voluntary;
  - f) changes in generally applicable legal provisions that directly affect the content of these Terms and Conditions.
- 2) Users will be informed of any changes via a notice posted on the Service's website and electronically.
- 3) Changes take effect on the date specified by B-R SOLUTIONS, which shall not be less than 15 days from the notification of the change to the Terms and Conditions, unless generally applicable legal provisions provide otherwise.
- 4) B-R SOLUTIONS may amend the Terms and Conditions without adhering to the 15-day notice period mentioned above, including with immediate effect, if:
  - a) it is subject to a legal or regulatory obligation requiring it to amend the Terms and Conditions in a manner that prevents compliance with the 15-day notice period;
  - b) it must exceptionally amend the Terms and Conditions to address an unforeseen and imminent threat related to the protection of online services and Users from fraud, malware, spam, data breaches, or other cybersecurity risks.
- 5) Paragraphs 1-4 above also apply to changes in Services provided by B-R SOLUTIONS through the Service. A change to a Service will not affect Services purchased before the changes take effect and will not entail any costs for the Consumer.
- 6) For Services provided before the effective date of the new Terms and Conditions, the provisions of the Terms and Conditions in their previous wording shall apply.
- 7) A User who does not accept the content of the changes to the Terms and Conditions retains the right to terminate the Account service agreement at any time.
- 8) If B-R SOLUTIONS makes a change to a Service provided through the Service that materially and negatively affects a Consumer's access to that Service, the Consumer – irrespective of the right provided in paragraph 7 above – may terminate the Account service agreement within 30 days of the change without observing a notice period.
- 9) A Consumer or an individual concluding an agreement directly related to their business activity, where the content of the agreement indicates it does not have a professional character for that person, may withdraw from an agreement concerning a given Service with B-R Solutions within 14 days of its conclusion without stating a reason, by submitting a statement to that effect via the complaint form or in writing to B-R SOLUTIONS' address. Upon withdrawal from the Account service agreement, all other agreements linking

B-R SOLUTIONS with the User shall expire. A sample withdrawal statement that the User may use is specified in the instructions constituting Appendix No. 5 – Sample Withdrawal Statement.

- 10) The User acknowledges that, in the case of concluding a Tenancy Deposit Guarantee Agreement, the ability to terminate it is limited due to its subject and purpose, and is only possible if the Landlord submits such a request.
- 11) To develop the Service, B-R SOLUTIONS reserves the right to introduce new services and functionalities, which may be preceded by product testing, without prejudice to Users' acquired rights.
- 12) Unless mandatory legal provisions provide otherwise, the law applicable to agreements between the User and B-R SOLUTIONS is Polish law. The choice of Polish law does not deprive the Consumer of the protection granted by provisions that cannot be excluded by agreement under the law that would apply in the absence of a choice of law.
- 13) All disputes related to services provided by B-R SOLUTIONS within the Service shall be submitted to the competent common courts.
- 14) The appendices to these Terms and Conditions form an integral part thereof.

## Appendix No. 1 PRIVACY POLICY BINGO-RENT

### I. DEFINITIONS

- 1. Administrator** - B-R Solutions sp. z o. o company with its registered office in Warsaw, at Al.Jerozolimskie 99/18 registered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, XIII Economic Department of the National Court Register KRS: 0001007501, NIP: 7011119731, REGON: 523905762  
Contact with the Administrator is possible via e-mail: [support@bingo-rent.pl](mailto:support@bingo-rent.pl)
- 2. Data or Personal Data** - information about an individual identified or identifiable through factors such as IP, location data, Internet ID, as well as data collected by cookies and similar technologies, in accordance with the provisions of the RODO.
- 3. User** - any individual visiting the Service or using its features described in this Policy.
- 4. Policy** - this Privacy Policy document.
- 5. Terms and Conditions** - the terms and conditions of Bingo-Rent
- 6. RODO** - the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 regarding the protection of personal data.
- 7. Service** - the Bingo-Rent website including functionalities available at: <https://bingo-rent.pl/>
- 8. Social Media** - social media used by the Administrator to promote its activities and communicate with Users.

### II. DATA PROCESSING IN CONNECTION WITH USE OF THE SERVICE

The Administrator collects Users' personal data in connection with their use of the Service. This data is processed in order to provide the services offered and based on the User's activity on the Site. Detailed rules of data processing are described below.

### III. PURPOSES AND REASONS FOR PROCESSING DATA

- 1. Provision of Services** - The Administrator processes data for the purpose of providing content and features of the Service in accordance with its Terms of Service (legal basis: Article 6(1)(b) RODO).
- 2. Analytics and Statistics** - Users' Data may be processed to analyze activity on the Service in order to improve the services provided (legal basis: Article 6(1)(f) RODO).
- 3. Marketing** - Data may be processed for marketing purposes, including sending email communications, based on User consent (legal basis: Article 6(1)(a) RODO).
- 4. Claims** - The Administrator processes the data for the purpose of establishing, asserting or defending against claims (legal basis: Article 6(1)(f) RODO).

#### **IV. COOKIE FILES**

Administrator and trusted partners use cookies, which are small text files installed on the User's device. These files collect information to facilitate the use of the Website, such as remembering preferences. The User can manage cookies through browser settings.

#### **V. MANAGING COOKIE SETTINGS**

The User may withdraw consent to cookies at any time using the cookie management tool available on the Website. In addition, the User may change the browser settings to disable cookies, but this may affect the functionality of the Service.

#### **VI. DATA PROCESSING IN SOCIAL MEDIA**

The Administrator processes the data of Users who interact with Bingo-Rent's profiles on social networks. This data may include name, username and other publicly available information, which is processed to promote the business and respond to inquiries.

#### **VII. DATA PROCESSING PERIOD**

Personal Data is processed for the period of service provision or until the User withdraws consent. This period may be extended if it is necessary to establish or assert claims.

#### **VIII. USER RIGHTS**

In accordance with the provisions of the RODO, Users have the following rights related to the processing of their personal data:

**1. Right of access to data** - Users have the right to obtain confirmation from the Administrator as to whether their personal data is being processed, and if so, they have the right to access such data and information about the processing, including the purpose of the processing, categories of data, recipients of the data, period of storage and sources of origin (Article 15 RODO).

**2. Right to rectification of data** – User has the right to request the Administrator to rectify User's inaccurate personal data and to complete the incomplete data (Article 16 RODO).

**3. Right to erasure of data (right to be forgotten)** - The User may request the erasure of their personal data if the prerequisites specified in Article 17 RODO apply, e.g. when the data are no longer necessary for the purposes for which they were collected, or the User has withdrawn his/her consent to their processing.

**4. Right to restrict processing** - The User may request restriction of processing of their data in cases where, for example, the data is inaccurate or the processing is unlawful, but the User does not want it deleted, but restricted (Article 18 of the RODO).

**5. Right to data portability** - The User has the right to receive their personal data, which they have provided to the Administrator, in a structured, commonly used machine-readable format and send it to another controller (Article 20 RODO).

**6. Right to object** – User has the right to object at any time to the processing of their personal data if it is based on a legitimate interest of the Administrator or is done for direct marketing purposes (Article 21 RODO).

**7. Right to withdraw consent** - If the processing is based on consent, the User has the right to withdraw their consent at any time. The withdrawal of consent does not affect the lawfulness of the processing prior to its withdrawal (Article 7(3) RODO).

**8. Right to lodge a complaint** - The User has the right to lodge a complaint with a supervisory authority if they consider that the processing of their data violates the provisions of RODO. In Poland, this is the President of the Office for Personal Data Protection (Article 77 of the RODO).

The Administrator is obliged to ensure that these rights can be exercised and to respond to the User's requests within a maximum of one month of receiving the request.

## **IX. DATA RECEIVERS**

Users' personal data may be shared with entities cooperating with the Administrator, such as IT system providers, law firms and marketing agencies.

## **X. CONTACT DATA**

Contact with the Administrator is possible via e-mail address: [support@bingo-rent.pl](mailto:support@bingo-rent.pl)  
or by mail to the Administrator's registered office address.

## Appendix No. 2 Price list of services

1. Annual subscription fee 12% of the value of the rental deposit
2. Monthly subscription fee 14, 4% of the value of the rental deposit
3. First prompt note PLN 20
4. Second prompt note PLN 20
5. Initial fee PLN 199
6. Administrative fee PLN 50
7. Renewal fee PLN 50
8. Fee for the third verification of the tenant's identity PLN 20
9. Fee for additional financial verification PLN 20
10. Fee for financial verification of the guarantor PLN 20
11. Fee for changing the guarantor (during the contract term) PLN 20
12. Fee for changing the subscription plan PLN 20

[appendix no. 3 template od withdrawal statement]

.....  
*place* *date*

.....  
*full name*

.....

.....  
*adress*

**B-R Solutions sp. z o.o.**  
Al. Jerozolimskie 99/18  
02-001 Warszawa

## STATEMENT OF WITHDRAWAL FROM THE CONTRACT

I, the undersigned, hereby declare my withdrawal from the contract concluded between myself and B-R Solutions sp. z o.o. on ..... under the number: ..... ("Contract"). At the same time, I hereby provide the following bank account details for the settlement of any amounts that may be refundable to me in connection with this withdrawal from the Contract:

.....  
*account holder's full name*

.....  
*name of the bank*

.....  
*account number*

.....  
*signature*