

TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC SERVICES BY HENNIGER INVESTMENT S.A.

Definitions

Act – the Act of 18 July 2002 on the Provision of Electronic Services (consolidated text: Journal of Laws of 2024, item 1513, as amended).

PKE – the Act of 12 July 2024 – Electronic Communications Law (Journal of Laws of 2024, item 1221, as amended).

GDPR (RODO) – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Personal Data Protection Act – the Act of 10 May 2018 on Personal Data Protection (consolidated text: Journal of Laws of 2019, item 1781, as amended).

Service Provider – Henniger Investment S.A., with its registered office in Kraków, address: 31-511 Kraków, ul. Odkrywców 13, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Kraków-Śródmieście in Kraków under KRS No. 0000599210, NIP 6350000742, with fully paid share capital of PLN 7,772,547.00.

Website – the Service Provider's website available at mieszkajwmiescie.pl and its subpages through which the Service Provider makes available the content and functionalities described in these Terms and Conditions.

Service – a service provided electronically within the meaning of Article 2(4) of the Act, performed without the simultaneous presence of the parties, through the transmission of data at the individual request of the User by means of ICT systems.

User – a natural person, legal person or organisational unit without legal personality using the Website or at least one Service.

Consumer – a natural person performing a legal act with the Service Provider not directly related to their business or professional activity.

Form – an electronic tool made available on the Website for submitting an inquiry, application, instruction, request for contact, or data necessary to perform a specific Service.

Sales Form – a Form relating to development projects, apartments, houses, parking spaces, storage units or other components of the Service Provider's offer, enabling in particular the submission of questions, obtaining information, ordering materials, requesting contact, checking availability, or arranging a meeting.

Inquiry Handling – a Service consisting of accepting and technically routing an inquiry to the appropriate organisational unit of the Service Provider and, depending on the content of the request, providing a response, delivering materials, confirming contact, or performing another action specified for a given Form.

Newsletter – a free-of-charge Service provided for an indefinite period, consisting of periodically sending information regarding the Service Provider's activities to the indicated e-mail address, in particular information on new and current developments, available properties, events, news, sales materials, promotions and other marketing content.

Sales Advisor – an employee or associate of the Service Provider authorised, within the scope of their duties, to communicate with persons interested in the Service Provider's offer.

Partner – an entrepreneur cooperating with the Service Provider, identified by its full name on the relevant subpage or Form, to whom the User's application may be forwarded in accordance with the User's instruction.

Financing Partner – a Partner providing, in its own name, services related to financing real estate purchases or mortgage brokerage, indicated in the Financing Form.

Finishing Partner – a Partner providing, in its own name, services related to the finishing, furnishing or interior arrangement of premises, indicated in the Finishing Form.

Commercial Information – commercial information within the meaning of Article 2(2) of the Act, intended directly or indirectly to promote goods, services or the image of an entrepreneur.

Privacy Policy – a document containing information on personal data processing and the use of cookies and similar technologies, available at [Privacy Policy](#).

Client Zone – if made available on the Website, a set of functionalities accessible after creating and logging into an Account.

Account – if the Account functionality is made available, an individual User profile enabling the use of the Client Zone.

§ 1 GENERAL PROVISIONS AND INFORMATION ABOUT THE SERVICE PROVIDER

1. These Terms and Conditions define the rules for the provision of Services by the Service Provider through the Website, in particular the types and scope of Services, technical requirements, conditions for using the Website, rules for entering into and terminating Service agreements, and the complaint procedure.
2. These Terms and Conditions are made available to the User free of charge prior to the conclusion of a Service agreement in a manner that enables the User to obtain, reproduce and store them using the ICT system used by the User. The Terms and Conditions remain available on the Website in a format that allows them to be saved and printed.
3. In compliance with Article 5 of the Act, the Service Provider provides the following information in a clear, unambiguous and directly accessible manner:
 - Henniger Investment S.A.
 - Registered office and address: 31-511 Kraków, ul. Odkrywców 13
 - E-mail address: biuro@hennigerinvestment.pl

Additionally, the Website provides:

- Phone number: +48 12 446 99 91 or +48 12 446 99 90
- KRS: 0000599210
- NIP: 6350000742
- REGON: 270509473

- Other information required by law.
- 4. The Services specified in these Terms and Conditions are provided free of charge unless expressly stated otherwise before the User begins using a particular functionality. These Terms and Conditions do not specify property prices or remuneration for services covered by development agreements, reservation agreements, sale agreements or agreements concluded with Partners.
- 5. These Terms and Conditions do not constitute the terms and conditions of any specific sales promotion. If separate terms and conditions apply to a particular promotional campaign, such terms will be made available independently of these Terms and Conditions.
- 6. These Terms and Conditions do not regulate agreements concluded between the User and a Partner. The Partner provides its services in its own name and at its own responsibility, subject to the Service Provider's obligations arising from mandatory legal provisions or separately assumed commitments.
- 7. Information presented on the Website is generally of an informational or marketing nature and, unless expressly stated otherwise, does not constitute an offer within the meaning of Article 66 of the Polish Civil Code. This provision does not exclude or limit the Service Provider's information obligations arising from legal regulations concerning development activities, price disclosure, consumer protection or liability for information to which the law assigns specific legal consequences.
- 8. Visualisations, floor plans, interior arrangements, photographs and graphic materials are for illustrative purposes only, unless legal regulations, an information prospectus, contractual documentation or the content of a particular material indicate otherwise. Binding parameters and the scope of services result exclusively from the documents and agreements applicable to a given transaction.
- 9. Submission of a Sales Form, an inquiry regarding availability, contact with a Sales Advisor or receipt of materials does not constitute reservation of a property nor create any priority right to acquire it, unless the User and the Service Provider perform a separate legal act to which applicable law or the relevant agreement assigns such effect.
- 10. A Sales Advisor communicates within the scope of their assigned duties. Statements requiring a specific form or authorisation produce legal effects only after the legal requirements have been fulfilled. This provision does not limit the Service Provider's liability for the actions of persons for whom it is responsible under applicable law.

§ 2 TYPES AND SCOPE OF SERVICES

1. Through the Website, the Service Provider may provide, in particular, the following Services:

- a) making Website content available and displaying it at the individual request of the User, including information about the Service Provider, development projects, properties, news, events, promotions, and marketing materials;
- b) providing a general contact Form and Inquiry Handling services;

- c) providing Sales Forms, including forms such as “Ask about an apartment”, “Request contact”, “Check availability”, “Arrange a meeting”, “Download materials”, “Order materials”, or forms serving an equivalent function, together with Inquiry Handling by the sales department;
- d) Newsletter services concerning, in particular, new developments, available properties, news, promotions, events, and other sales or marketing content of the Service Provider;
- e) providing a Financing Form enabling the submission of an inquiry regarding the financing of a real estate purchase and, in accordance with the User’s instruction, forwarding such inquiry to the designated Financing Partner or designated Financing Partners;
- f) providing a Finishing Form enabling the submission of an inquiry regarding the finishing, furnishing or interior arrangement of a property and, in accordance with the User’s instruction, forwarding the inquiry to the designated Finishing Partner or designated Finishing Partners;
- g) providing the “Land Purchase” Form or a form with a similar function enabling the User to submit information regarding land property or an offer to sell such property to the Service Provider;
- h) if such functionality has been launched, providing an Account and access to the Client Zone;
- i) other electronic communication functionalities whose purpose, scope and operation are clearly described directly within the relevant functionality.

2.The scope of each specific Service is determined by its description on the Website and the content of the relevant Form. The Service Provider is not obliged to continuously maintain all functionalities listed in Section 1 if a particular Service is not currently available.

3.The Financing Form may include, in particular: first name and surname, telephone number, e-mail address, preferred contact method, approximate financing amount, approximate apartment price, as well as additional information or questions. Mandatory fields are clearly marked.

4.The Finishing Form may include, in particular: first name and surname, telephone number, e-mail address, and additional information or questions concerning the expected scope of finishing, furnishing or interior arrangement works. Mandatory fields are clearly marked.

5.Sales Forms may include the User’s contact details and information necessary to identify the development project, property, and scope of the inquiry. A Form should require only the data necessary to perform the given Service, subject to optional additional fields.

§ 3 TECHNICAL REQUIREMENTS, SECURITY AND SPECIFIC RISKS

1.

To properly use the Website and the Services, the following are required at a minimum:

- a device with Internet access enabling the use of websites;
- a current version, or a version supported by the manufacturer, of a web browser that supports commonly used Internet standards;
- support for a secure HTTPS connection and, where required by a given functionality, JavaScript and cookies necessary for the operation of the Website;

- for Services using electronic mail, an active e-mail address and the ability to receive messages;
- for telephone contact, a device and telephone number capable of receiving calls.

2. The Service Provider ensures that the ICT system it uses operates in a manner that, to the extent required by the Act, enables the use of the Service without access by unauthorized persons, enables identification of the parties to the Service where necessary, and allows free termination of the use of the Service at any time. Data transmitted through Forms should be secured using an encrypted HTTPS connection.

3. Current information regarding specific risks associated with the use of the Services includes, in particular, the risk of malware, phishing, spam, impersonation of the Service Provider or a Partner, theft of authentication credentials, unauthorized access to the User's device, interception of data while using unsecured networks, and risks resulting from the use of outdated software.

4. In order to reduce such risks, Users are advised to use an up-to-date operating system and browser, current security software, trusted networks, verify the Website address and sender of correspondence, and avoid entering authentication credentials on websites whose authenticity is questionable.

5. Information regarding the function and purpose of software, cookies, scripts, or other data that do not form part of the Service content and that may be placed on the User's device by the Service Provider or through technology providers is provided in the Privacy Policy and, with respect to technologies requiring consent, within the cookie consent management tool.

6. The Service Provider may carry out maintenance, updates, and security-related works. Where possible and justified, planned interruptions affecting continuous Services shall be communicated to Users sufficiently in advance.

§ 4 RULES FOR USING THE WEBSITE

1. The User shall use the Website in compliance with the law, good practice, these Terms and Conditions, and the intended purpose of the individual functionalities.

2. It is prohibited to provide unlawful content, in particular content that infringes personal rights, intellectual property rights, personal data protection regulations, legally protected secrets, or contains malicious code or other content that may disrupt the operation of the Website.

3. The User should provide true, accurate, up-to-date and non-misleading information to the extent necessary for the performance of the selected Service.

4. Users should not provide special categories of personal data within the meaning of Article 9 GDPR (RODO), nor data relating to criminal convictions or offences, in open fields of Forms unless the nature of the Service specifically requires such data.

5. If the User provides data relating to another person, the User should have a valid legal basis for doing so and must not infringe that person's rights. The Service Provider may take reasonable measures to protect the rights of the data subject or the security of the Website.

6. The content of the Website may be protected by copyright, industrial property rights, or other legal rights. Such content may only be used within the limits permitted by law and by the functionalities made available through the Website.

7. Nothing in these Terms and Conditions excludes or limits the liability of the Service Provider where such exclusion or limitation is prohibited under mandatory provisions of applicable law.

§ 5 CONCLUSION, PERFORMANCE AND TERMINATION OF SERVICE AGREEMENTS

1. An agreement for the Service consisting of making Website content available and displaying it is concluded when the User accesses a specific page or content and is terminated when the User leaves that page or ends the relevant browsing session.

2. An agreement for Inquiry Handling is concluded when the Form is successfully submitted after the User has been provided with these Terms and Conditions and has completed the actions required by the Form. The Service includes receiving the inquiry, forwarding it to the appropriate organisational unit of the Service Provider, and carrying out the action requested by the User, including in particular providing a response, sending materials, confirming availability, establishing contact or arranging a meeting. The agreement is performed and terminated upon completion of the requested action or upon conclusion of the correspondence relating to the inquiry.

3. The User may discontinue the Inquiry Handling Service at any time by notifying the Service Provider or by ceasing further communication. Where a one-time action has already been completed, its technical effects cannot be reversed; however, this does not affect the User's rights in relation to personal data processing or marketing consents.

4. Where the User orders only electronic materials, the agreement for that Service is concluded when the request is successfully submitted and terminates when the requested material is made available or sent to the User.

5. In the case of a Financing Form or a Finishing Form, the agreement with the Service Provider is concluded upon successful submission of the Form. The Service consists of receiving the request and forwarding it to the Partner or Partners identified to the User before submission of the Form, in accordance with the User's instructions. The Service provided by the Service Provider ends when the request has been successfully forwarded to the appropriate Partner. Any subsequent contact and any agreement with the Partner constitute a separate legal relationship.

6. The Newsletter agreement is concluded for an indefinite period. Where a double opt-in mechanism is used, the agreement is concluded when the subscription is confirmed via the link sent to the provided e-mail address. In all other cases, the agreement is concluded when the subscription process is correctly completed on the Website.

7. The User may terminate the Newsletter agreement at any time and free of charge by using the unsubscribe link included in the message, changing settings where such functionality is available, or contacting the Service Provider. Withdrawal of the consent required to send the Newsletter results in cessation of Newsletter delivery and termination of the agreement for that Service.

8. If the Account functionality is available, the agreement for the Account Service is concluded upon successful registration and is entered into for an indefinite period. The User may terminate the agreement at any time by deleting the Account or submitting a request for its deletion in accordance with the Website's functionality.

9. Withdrawal of marketing consent does not automatically constitute resignation from other Services and does not affect the lawfulness of actions taken before such consent was

withdrawn. An exception applies where the continued provision of a Service inherently requires communication covered by the withdrawn consent, in particular the Newsletter Service.

10. Where mandatory consumer protection regulations, including provisions relating to distance contracts, apply to a particular Service agreement, such regulations shall apply irrespective of the provisions of these Terms and Conditions.

§ 6 SALES CONTACT AND SALES PROCESS HANDLING

1. Inquiries submitted through Sales Forms may be handled by Sales Advisors acting on behalf of the Service Provider within the scope of their assigned duties and authorizations.

2. The handling of a specific inquiry may include providing information regarding a development project, property, current availability, price, standard of finish, schedule, documentation, the possibility of arranging a meeting, or other matters related to the User's interest in the Service Provider's offer.

3. Information regarding price or availability provided as part of the sales process reflects the status current at the time it is communicated, unless a different validity period is expressly indicated. The Service Provider independently fulfills its obligations regarding the publication and updating of prices and other information where required by law.

4. Correspondence, provision of information or materials, arranging a meeting, or indicating that a property is available shall not constitute a reservation of that property or the conclusion of an agreement relating to it. Such effects arise only under the conditions specified by applicable law and the relevant agreements.

5. Where the Service Provider expressly makes an offer or any other legally binding statement in a specific message or document, its legal effects shall be assessed in accordance with the content of that statement and the applicable law. The general provisions of these Terms and Conditions shall not deprive such a statement of the legal effect granted to it by law.

6. Data provided to Sales Advisors and the rules governing the use of CRM systems, e-mail, telephony, and other communication tools are subject to the principles set out in the Privacy Policy and the Company's internal authorizations.

§ 7 NEWSLETTER, MARKETING AND COMMERCIAL INFORMATION

1. The Newsletter may include information regarding new development projects, commencement of sales, available properties, new project phases, news, events, open days, sales materials, promotions, and other informational or marketing activities of the Service Provider.

2. The use of automated calling systems or telecommunications terminal equipment for the transmission of Commercial Information, including direct marketing communications, shall take place only after the requirements specified in Article 398 of the PKE have been met, in particular after obtaining the User's prior consent to the extent required by law.

3. Consent to future marketing activities of the Service Provider is not a condition for submitting a standard contact Form or Sales Form intended solely to handle a specific inquiry. Where the

essence of a given Service is the receipt of marketing content, such as the Newsletter, the consent required under the PKE is necessary for the provision of that Service.

4. The User may separately specify the preferred communication channel, including e-mail or telephone. Consent granted for one communication channel does not automatically constitute consent for another channel or for contact by an entity not covered by that consent.

5. Each item of Commercial Information distributed by the Service Provider shall be clearly distinguished and labelled in a manner that leaves no doubt as to its commercial nature. It shall also contain the information required under Article 9 of the Act, including identification of the entity on whose behalf it is distributed and its electronic addresses, and, in the case of promotions, a clear description of the promotional activity and the conditions for benefiting from it.

6. Information concerning a promotion communicated through the Newsletter or any other marketing communication does not replace separate terms and conditions governing a given promotional campaign where such terms and conditions are required or have been adopted. The conditions of a promotion are determined by the document applicable to that specific promotion.

7. The User may withdraw consent to marketing communications or to a specific communication channel at any time, using a method that is as simple as the one used to grant the consent, in particular through an unsubscribe link, modification of preference settings, or by contacting the Service Provider. Following withdrawal of consent, the Service Provider may retain the minimum information necessary to demonstrate that consent was given and later withdrawn, and to respect the User's decision, provided that a valid legal basis for such retention exists.

§ 8 FINANCING AND FINISHING FORMS AND PARTNERS

1. The Service Provider makes Partner Forms available in order to facilitate the submission of inquiries by Users to Partners identified by their full names on the relevant subpage or Form.

2. Before submitting a Form, the User is provided with clear information regarding the Partner or Partners to whom their inquiry will be forwarded. If the Form allows the User to select a Partner, the inquiry shall be forwarded only to the Partner or Partners selected by the User. If the inquiry is to be forwarded to all indicated Partners, this information shall be clearly presented before the Form is submitted.

3. Upon receiving the data, the Financing Partner and the Finishing Partner act as independent data controllers with respect to handling the inquiry and providing their own services. The rules governing the processing of personal data and further communications by such Partners are set out in the information provided by the respective Partners.

4. Within the scope of the Financing Form itself, the Service Provider does not provide mortgage brokerage services or credit advisory services. Such services, if offered, are provided by the designated Financing Partners in their own name, unless otherwise expressly stated as part of a separate service provided by the Service Provider.

5. Where communication from a Partner includes the transmission of Commercial Information or direct marketing by telephone, e-mail or other terminal devices, such communication shall

take place only within the scope of the prior consent required under Article 398 of the PKE, granted in respect of the specified Partner and the selected communication channel.

6. The Service Provider does not make credit decisions and does not guarantee that financing will be obtained. The Service Provider is also not responsible for the terms of any offer, assessment of creditworthiness, or the quality of services provided by a Partner, subject to any liability that cannot be excluded by law.

7. Submission of a Partner Form does not constitute entering into an agreement with a Partner and does not create any obligation to use the Partner's services. Any agreement with a Partner is entered into voluntarily and directly on the terms agreed with that Partner.

§ 9 PERSONAL DATA PROTECTION AND COOKIES

1. The principles governing the processing of Users' personal data by the Service Provider, including the purposes of processing, legal bases, retention periods, recipients of data, rules for transferring data to Partners, and the rights of data subjects, are set out in the Privacy Policy.

2. Provision of data marked as mandatory is necessary for the performance of the selected Service. Failure to provide such data will prevent submission of the Form or use of the requested functionality. Data marked as optional is not a condition for the provision of the Service.

3. The Service Provider may process operational data relating to the manner in which the Services are used, within the limits permitted by Article 18 of the Act and applicable personal data protection regulations, in particular for the proper provision of Services, security purposes, and demonstrating the manner in which the Website has been used.

4. Cookies and similar technologies that are not necessary for the transmission of an electronic communication or for providing a Service requested by the User are used only after obtaining the required consent in accordance with Articles 399 and 400 of the PKE. Detailed information regarding technologies and consent management is provided in the Privacy Policy and the cookie settings panel.

5. Reviewing the Privacy Policy serves the purpose of fulfilling the information obligation. The Privacy Policy does not constitute terms and conditions and does not require "acceptance" as a legal basis for personal data processing. Where consent is required for a specific activity, such consent shall be collected separately and in a manner appropriate to the particular purpose involved.

§ 10 COMPLAINT HANDLING PROCEDURE

1. Complaints regarding the Services may be submitted electronically to biuro@hennigerinvestment.pl or in writing to the registered office address of the Service Provider: Odkrywców 13, 31-351 Kraków.

2. To the extent possible, a complaint should include information enabling identification of the complainant, indicate the Service to which it relates, provide a description of the issue, and include contact details enabling a response to be delivered. The absence of information that is not necessary for processing the complaint shall not constitute grounds for leaving the complaint unexamined.

3. The Service Provider shall process complaints without undue delay. If the User is a Consumer, a response to the complaint shall be provided within 14 days from the date of receipt of the complaint, unless specific legal provisions provide for a different period. Failure to respond within the statutory period shall have the consequences provided for under mandatory provisions of law.

4. Responses to complaints submitted by Consumers shall be provided on paper or another durable medium. In all other cases, responses shall be delivered in a manner corresponding to the method by which the complaint was submitted, unless the User indicates another available method of contact.

5. A Consumer may use out-of-court consumer dispute resolution procedures in accordance with applicable legal provisions. Information regarding entities authorized to conduct such proceedings is available on the website of the Office of Competition and Consumer Protection and from competent consumer ombudsmen.

§ 11 AMENDMENTS TO THE TERMS AND CONDITIONS AND FINAL PROVISIONS

1. The Service Provider may amend these Terms and Conditions for important reasons, including in particular changes in legal regulations, changes in the scope or method of providing Services, the introduction or withdrawal of functionalities, changes to the Service Provider's details, the necessity of ensuring the security of the Website, or the removal of ambiguities or errors, provided that such amendments do not infringe the acquired rights of Users.

2. For one-off Services, the version of the Terms and Conditions made available to the User before conclusion of the agreement for the relevant Service shall apply.

3. For ongoing Services, in particular the Newsletter or the Account, the Service Provider shall notify Users in advance of any amendments affecting their rights or obligations, either through the Website or, where contact details are available, by electronic means. The User may discontinue use of the Service before the amendment takes effect.

4. Amendments resulting directly from mandatory legal provisions or necessary to prevent an immediate security threat may enter into force within a timeframe appropriate to the circumstances, provided this is permitted by law.

5. In matters not regulated by these Terms and Conditions, Polish law shall apply, in particular the Act, the PKE, the Polish Civil Code, consumer protection regulations, GDPR (RODO), and the Personal Data Protection Act.

6. The choice of Polish law shall not deprive a Consumer of the protection afforded by provisions that cannot be excluded by agreement under the law applicable to that Consumer.

7. In disputes with Users who are not Consumers, the court having territorial jurisdiction over the registered office of the Service Provider shall have exclusive jurisdiction, unless mandatory provisions of law provide otherwise.

8. This updated version of the Terms and Conditions enters into force on 25 August 2026.