

These Terms & Conditions have been drawn up in Polish. Should there be any discrepancy between the Polish version hereof and its translation into another language, the Polish version shall prevail.

JUBICOM.EU TERMS AND CONDITIONS OF USE

1. Definitions

1. The terms used herein shall have the following meaning:
 - a) **Terms & Conditions** – these jubicom.eu Terms & Conditions of Use which specify the principles for providing services in conjunction with the jubicom.eu web platform between the Administrator and the User;
 - b) **Administrator** – PB Katalog registered in Poland, Gdańsk, ul. Edisona 3/3, VAT No. PL 5931376773, tel. +48 58 520 90 99, fax +48 58 520 10 13, info@jubicom.eu – owner of jubicom.eu;
 - c) **User** – a Buyer or a Seller, an entity which meets and accepts the requirements hereof, who has a jubicom.eu Account and by the same token has received access to the services provided by the Administrator at jubicom.eu on the terms specified herein;
 - d) **jubicom.eu (www.jubicom.eu)** – an international wholesale order platform of a restricted character, with access reserved only to jewellery and watch businesses and businesses from associated industries. The jubicom.eu platform allows the User to use the IT functionalities and the information formulated by the Administrator and/or its partners and is operated by the Administrator. The platform operates additional domains owned by the Administrator. These domains have the same validity as jubicom.eu;
 - e) **Subscription Fee** – a payment which the User makes to benefit of the Administrator for a billing cycle of one month or one year;
 - f) **Activation** – actions as a result of which jubicom.eu services commence;
 - g) **Failure** – a technical defect which makes it completely impossible to use the services, with the exception of maintenance downtime and breakdowns resulting from Force Majeure;
 - h) **Price List** – a list of prices for the services provided by the Administrator. The Price List constitutes an integral part of the Agreement;
 - i) **via E-mail** – the sending of correspondence to the Administrator's e-mail address info@jubicom.eu and/or to the User's e-mail address – username;
 - j) **via Post** – the sending of correspondence by post office mail through any postal operator to the postal addresses of the parties as indicated in the Agreement;
 - k) **Invoice** – a document which contains a list of fees resulting from the Agreement, the Terms & Conditions and the Price List, issued to the User by the service Administrator in compliance with the applicable regulations;
 - l) **Catalogue** – a list of Products listed at jubicom.eu by a Seller;
 - m) **Account** – a set of the User's details including the information about the User's activity at jubicom.eu. An Account has a unique name (username) and its individual password;
 - n) **Buyer** – a User who performs activities in order to place Requests for Offer, to order or purchase products from a Seller;
 - o) **Products** - products or services listed (catalogued) by a Seller;
 - p) **Offer** – a sales proposal for Products submitted to a Buyer by a Seller in order to receive a Purchase Order;
 - q) **Package** – a group of services specified in the Price List, covered by a Subscription Fee;
 - r) **Registration** – the procedure of setting up an Account at jubicom.eu;

- s) **Force Majeure** – an event beyond the control of the parties, which is external, impossible to foresee or prevent, especially war, natural disaster, industrial action or new acts of law issued by public authorities, not excepting the provisions of local law;
 - t) **Seller** – a User who performs activities in order to create a Catalogue of its Products, receive Requests for Offer, create Offers and process Purchase Orders;
 - u) **Business Transaction** – a legal action executed between the Seller and the Buyer;
 - v) **Agreement** – an agreement for the provision of services, concluded online or in writing, between the User and the Administrator;
 - w) **Extended Agreement** – an Agreement which has been automatically extended for a period equal to the preceding agreement.
 - x) **Purchase Order** – acceptance by a Buyer of the Offer made by a Seller;
 - y) **Request for Offer** – an invitation for a Seller to place an Offer.
2. The Administrator may introduce separate terms and conditions for the services it provides, especially related to special deal campaigns – Special Deals Terms & Conditions.
 3. The Provisions of an Agreement and separate terms and conditions different from the provisions contained herein shall have precedence over the provisions hereof unless such an Agreement or separate terms and conditions provide otherwise.

2. General Provisions

1. The Administrator shall make the jubicom.eu functionalities available to the Users.
2. jubicom.eu is a platform where a Seller may publish information about its Products and the information about its business (company), while a Buyer may view Sellers' Products, establish business relations with Sellers, place Requests for Offer and accept sales Offers.
3. The information about Users' products is of for information purposes only and does not constitute a sales offer as construed by the Polish Civil Code; such information is only an invitation to place Requests for Offer.
4. The prices of the Products listed by Users at jubicom.eu are approximate (not binding) net prices (VAT exclusive) converted into one of the system's currencies based on European Central Bank's mid currency rate. The prices of precious metals and other metals shall be converted from the currencies used for their exchange trading and shall be imported to the jubicom.eu functionalities from www.kitco.com. The approximate product price provided at jubicom.eu shall not constitute a sales offer as construed by the Polish Civil Code. PLN shall be the currency used as the basis for every conversion.
5. jubicom.eu does not support accounting or warehousing documents or any other documentation of legal consequence in view of the tax law.
6. Requests for Offer, Offers, Purchase Orders, arrangements, statements of intent and transactions performed by means of the jubicom.eu functionalities shall be placed and executed directly and exclusively between specific Users.
7. The Administrator shall not participate in the Offers exchanged or in the Business Transactions performed between Sellers and Buyers at jubicom.eu. In no event shall the Administrator be a party to any sales transactions. The Administrator shall only provide the platform and the tools to process Requests for Offer, Offers and Purchase Orders.
8. A User shall be entitled to a unilateral and unconditional refusal to do business and shall be entitled to the non-provision of some or all information to other Users. The non-provision of information shall be limited by the solutions available in the jubicom.eu functionalities at the time.
9. The Administrator shall not settle disputes between Users on any issue.
10. Only registered Users shall have the right to use jubicom.eu in its full extent.
11. Users shall be distinguished into Buyers and Sellers, with Sellers also authorised to act as Buyers.

12. Buyers shall have access to jubicom.eu and the right to use it only upon completing online registration. In such a case, an Agreement shall be concluded online by means of accepting the Terms & Conditions.
13. Users with the Seller status shall have access to jubicom.eu and the right to use it only upon completing online registration. In such a case, the Agreement in the scope covering the authorisation as a Buyer shall be concluded online by means of accepting the Terms & Conditions, whereas the Agreement on the authorisation as a Seller shall be concluded separately in writing for a period no less than 12 months; upon the Agreement's expiry, it shall be automatically extended for a period of 12 more months with an Extended Agreement concluded, unless the Seller has submitted a statement of intent to the contrary in writing 7 days prior to the expiry date of each subsequent Agreement.
14. Users with the Seller status may terminate the Seller Agreement on terms compliant with the Terms & Conditions or with a separate written Agreement between the Seller and the Administrator. After the Seller Agreement has been terminated, the User shall retain the Agreement, status and authorisation of a Buyer.
15. Users with the Buyer status may terminate the Agreement at any given time without quoting the reason therefor, by notifying the Administrator about it in writing via Post or via E-mail.
16. The termination of the Agreement shall result in the irreversible removal of all the User's details and of the Products which have not been ordered until that point. Products which have been added to a Request for Offer even only once shall remain permanently in the system's history. The removal of the data referred to in the first sentence of this Clause shall take place 14 days after the Agreement's expiry date.

3. Terms of Participation in jubicom.eu

1. jubicom.eu Users shall include natural persons conducting economic activity (sole traders), legal persons and entities without legal personality, as well as entities within an organisation who are authorised to acquire rights and incur liabilities in Poland and/or abroad, being part of or working with the jewellery and/or watch industry.
2. jubicom.eu shall require potential Users to confirm that the above condition is fulfilled, during registration, by providing their VAT/Tax ID Number or Company Registration Number.
3. In some cases, the Administrator shall require that a copy of a valid entry in a Company Register be sent to verify conclusively and unambiguously whether the company operates in the watch/jewellery industry.
4. The use of jubicom.eu is conditioned upon the User's registration and the Administrator's acceptance thereof.
5. The Administrator reserves the right to reject the registration form and to refuse access to jubicom.eu.
6. After the potential User has filled in the registration form for the Buyer status and after the Administrator has verified and confirmed the authenticity of the data, a message confirming the Registration and the activation of a User Account will be e-mailed to the address provided in the form. Upon the confirmation of the Registration, an Agreement shall be concluded between the entity being registered at jubicom.eu and the Administrator for the services performed by the Administrator under jubicom.eu, on the terms specified herein.
7. After the potential User has filled in the registration form for the Seller status and after the Administrator has verified and confirmed the authenticity of the data, a message confirming the Registration and the activation of a User Account will be e-mailed to the address provided in the form. Upon the confirmation of the Registration, an Agreement shall be concluded between the entity being registered at jubicom.eu and the Administrator for the services to be performed by the Administrator in the scope related to Buyer authorisation, on the terms specified herein. The Agreement between the entity being registered at jubicom.eu and the Administrator, covering the services to be performed by the Administrator in the scope related to Seller authorisation, shall be separately concluded in writing on the terms specified herein.
8. Upon registration, the User shall accept the terms hereof and any possible changes hereto, about which the User shall be informed via E-mail or via Post in writing served to the address specified in the User details, and in particular shall agree to:
 - a) the User's personal and commercial details being stored and processed by the Administrator in compliance with the applicable laws;

- b) the User's Product Catalogue being published and to commercial information being received from other Users and the Administrator;
 - c) information about participation in competitions and awards received being published;
 - d) the data stored on the Administrator's server being archived for documentation and security purposes;
 - e) the technical service's logging-in to the panel to ensure the system's proper operation;
 - f) the data being irreversibly deleted if the Account is closed down/removed.
9. Upon successful Registration and acceptance, the Administrator shall create an Account for the User, assigned to the name (username – e-mail address) and password provided in the registration form. The User shall receive access to its Account upon entering its username and password at jubicom.eu (login procedure).
10. The User should keep its Account password confidential.
11. The Account shall contain the User's details submitted by the User in the registration form. Should any subsequent changes been made to any of such details, the User should immediately update it using a dedicated form available at the User Account.
12. It is forbidden for the User to delete any of its details while using the services or to submit details that are incomplete or false. The User shall not be able to change its Account name (username – e-mail address) chosen while registering.
13. The User shall be forbidden to use jubicom.eu for purposes other than those resulting from jubicom.eu's nature and subject matter. In particular, it is forbidden to:
- a) disseminate content which violates Polish or international law, especially: messages of pornography, racism, or vulgarity, content commonly considered to be offensive, violating the law, principles of morality or social interaction and/or violating the personal rights of other parties;
 - b) carry out commercial, advertising and/or promotional activity in violation of the provisions of these Terms & Conditions, the Special Deals Terms & Conditions and the Agreement;
 - c) create fictitious User Accounts and submit personal details of other persons as one's own personal details;
 - d) act to the detriment of the Users, the Administrator or other entities.
14. The User must not use other Users' Accounts or make its own Account available to other persons, except when a business (company) Account is made available to persons duly authorised by the User to act on its behalf within such a business (company). Accounts are non-assignable, except in situations when business Accounts may be assigned to another company owner if there is a change in the structure or ownership of the company or its organised part.
15. A registered User expresses its full consent, with no exceptions, to participate in special deals campaigns, information or advertising campaigns organised by the Administrator or by other entities at the Administrator's behest or with the Administrator's consent.
16. The User shall have the right to report to the Administrator any problems with the use of services, request information about the services or report improprieties in other Users' actions, via E-mail or by calling the telephone numbers indicated in Clause 1.1. b) above.

4. Changes, restrictions and fees for the use of jubicom.eu

- 1. The use of jubicom.eu by Buyers is free of charge and shall be limited to browsing Catalogues, placing Requests for Offers, Offer handling and to the correspondence and negotiations conducted with respect to Purchase Orders. (Any potential fees for Internet access are unrelated to the service provided by the Administrator).
- 2. Buyers shall not receive Invoices from the Administrator for using jubicom.eu.
- 3. In order to list their products at jubicom.eu, Sellers shall be obliged to pay a monthly or yearly Subscription Fee, the amount of which shall depend on the Package selected by the User. The Subscription Fee shall be

determined on the basis of a Price List enclosed with the Agreement concluded in writing and shall be valid throughout the Agreement's term. (Any potential fees for Internet access are unrelated to the service provided by the Administrator).

4. Upon the Agreement's extension, the prices of the Packages contained therein shall be updated in accordance with the Price List valid on the Agreement's extension date.
5. The detailed components of each Package shall be determined jointly by the Price List and the Agreement.
6. Discontinued use of any component of the Package shall not authorise the Seller to claim any reduction in the Subscription Fee.
7. Should the Administrator stop providing some of the services contained in the Subscription Fee (Package), the Seller may terminate the Agreement with immediate effect without having to pay the cost of the outstanding part of the Agreement resulting from the Agreement's expiry date.
8. The Administrator shall have the right to expand its capabilities of providing the services covered by the Subscription Fee, especially to further develop jubicom.eu, without any notification to the User, provided that such a change does not cause an increase in the Subscription Fee until the Agreement's expiry date.
9. The Seller may at any given moment upgrade a lower value Package to a higher value Package by concluding a new Agreement.
10. The Seller may downgrade a higher value Package to a lower value Package only upon the expiry of the Agreement. In such a case, the Seller shall be obliged to decrease and arrange the number of components to fit a lower capacity Package. The changes must be performed at least one day prior to the agreed date of activating a lower value Package. Failure to meet this obligation shall result in a random deletion of the surplus number of components from the Package.
11. The Seller may order extra services which are not covered by the Subscription Fee but are included in the Price List. The quantity, duration and price of the extra services shall be regulated by the Price List or by a separate Agreement.
12. The Seller shall make timely payments of the Subscription Fee, in advance, to the bank account number provided in the Invoice.
13. The untimely payment of the Subscription Fee shall result in the following sanctions:
 - a) a 7 day delay – a written reminder sent via E-mail;
 - b) a 14 day delay – a repeat reminder via E-mail and blocked access to some services;
 - c) a 21 day delay – a third reminder via E-mail and account blockage including the expiry of the Products listed;
 - d) a 60 day delay – termination of the Agreement with immediate effect and the issue of an accounting document (Invoice) for the outstanding amount as per the Agreement concluded in writing.
14. Should the Agreement be terminated pursuant to Clause 4.13. d) above and the lack of payment for the Invoice on the outstanding part of the Agreement exceed 60 days, the Administrator may undertake measures against the User aimed at recovering the defaulted amount. In relation to the above, the User's personal details may be handed over to authorised debt claim authorities and institutions, including debt recovery and factoring companies and their authorised representatives. All and any costs resulting from any debt recovery procedures shall be borne by the User.
15. The level of prices for the services performed by the Administrator and the way they are calculated shall be determined by the Price List which shall be made public by the service Administrator and delivered to the User together with the Agreement.
16. The service Administrator shall notify the User about any changes in the Price List with at least 14-day notice prior to the Agreement's expiry date via E-mail or via Post.
17. The lack of the Seller's written statement of intent to the contrary 7 days prior to the Agreement's expiry date shall be tantamount to the Seller's acceptance of the Price List changes.

18. Should the Price List change be favourable to the User due to a reduction in the prices of services under the Agreement or due to fees on some services no longer being collected, the Administrator shall not be obliged to notify the User about such Price List changes.
19. The User shall not be entitled to make the jubicom.eu services available to any third party or to provide any services to any other entities on the basis of such jubicom.eu services – be it for a fee or free of charge.
20. The service Administrator shall notify the User about any changes in the Terms & Conditions or the Agreement with at least 14-day notice prior to such changes being introduced – via E-mail or via Post.
21. No later than on the effective date of the changes in the Terms & Conditions or the Agreement, the User may serve to the Administrator, via E-mail or in writing via Post, an Agreement termination notice due to the lack of acceptance of the changes, with immediate effect or in line with individual arrangements between the User and the Administrator, provided that the changes introduced to the Terms & Conditions or to the Agreement affect the terms of the Agreement.
22. The lack of the User's written notice within the deadline stated above shall mean that the changes have been accepted and that the Agreement is continued.
23. The provisions of Clause 4.20. above shall not apply if the necessity to introduce changes results from changes in the law, including the removal of unlawful provisions from the Terms & Conditions or the Agreement.

5. User's Obligations

Seller's Obligations

1. The Seller warrants that all the details, especially the business contact details and the information about the Products listed by the Seller, are true and are not misleading.
2. At jubicom.eu, the Seller shall act under its own name and shall ensure that its address and business details, including the ways to contact the Seller, are always up-to-date.
3. The Seller shall be obliged to identify itself every time by providing its correct username and password and to protect them against third-party access.
4. The Seller shall be obliged to refrain from any actions which might have a negative impact on jubicom.eu operations.
5. The Seller shall be obliged to describe its Products correctly, to ensure content in the right language version, to illustrate the Products well and catalogue them in compliance with their real parameters, taking special care to provide correct information about their current price and availability.
6. The Seller warrants that it is authorised to deal in the Products listed by the Seller at jubicom.eu.
7. The Seller shall be obliged not to copy or in any way duplicate materials displayed by other jubicom.eu Users, except for the products ordered, but this exclusion shall be limited only to the processing and handling of Requests for Offer and/or Purchase Orders.
8. The Seller shall be obliged to use jubicom.eu in compliance with the jubicom.eu Terms & Conditions and in compliance with the applicable laws, principles of morality and the general Internet use standards.
9. The Seller shall be obliged to respond immediately to correspondence received from Buyers and the Administrator.
10. The Seller shall be fully liable for its actions, content and materials published by the Seller at jubicom.eu.
11. If as a result of such actions, content or materials published by the Seller, another User or a third party takes action against jubicom.eu with any legally protected claims, the jubicom.eu Administrator shall request the Seller to take immediate action, especially: to cease the actions which infringe on third-party interests, to remove the contentious information and materials, to provide information or a disclaimer or other measures deemed appropriate and adequate to the said infringement in such a situation.
12. In cases of claims asserted against jubicom.eu by third parties, the Seller shall be obliged to cover all and any expenses incurred by the Administrator in relation to such claims, as well as to pay adequate damages or compensation.

Buyer's Obligations

1. The Buyer warrants that all the details submitted during the registration process are true and are not misleading.
2. At jubicom.eu, the Buyer shall act under its own name and shall ensure that its address and business details, including the ways to contact the Buyer, are always up-to-date.
3. The Buyer shall be obliged to identify itself every time by providing its correct username and password and to protect them against third-party access.
4. The Buyer shall be obliged to refrain from any actions which might have a negative impact on jubicom.eu operations.
5. The Buyer shall be obliged not to copy or in any way duplicate materials displayed by other jubicom.eu Users, except for the products ordered, but this exclusion shall be limited only to the processing and handling of Requests for Offer and/or Purchase Orders.
6. The Buyer shall be obliged to respond immediately to correspondence received from Sellers and the Administrator.
7. The Buyer shall be obliged to use jubicom.eu in compliance with the jubicom.eu Terms & Conditions and in compliance with the applicable laws, principles of morality and the general Internet use standards.
8. The Buyer shall be fully liable for its actions performed at jubicom.eu.
9. If as a result of such actions performed by the Buyer, another User or a third party takes action against jubicom.eu with any legally protected claims, the jubicom.eu Administrator shall request the Buyer to take immediate action, especially: to cease the actions which infringe on third-party interests, to remove the contentious information and materials, to provide information or a disclaimer or other measures deemed appropriate and adequate to the said infringement in such a situation.
10. In cases of claims asserted against jubicom.eu by third parties, the Buyer shall be obliged to cover all and any expenses incurred by the Administrator in relation to such claims, as well as to pay adequate damages or compensation.

6. The Administrator's rights, indemnity and obligations

1. The Administrator shall have the right to:
 - e) make upgrades to jubicom.eu and by the same token to partially or completely shut down the service for a period necessary to make such upgrades, without notification thereof to the Users;
 - f) publish content, graphics and videos as advertisements, announcements etc.;
 - g) block and/or shut down some or all services, refuse to provide a service and/or unilaterally terminate the service Agreement should non-compliance with the Terms & Conditions be discovered by the Administrator;
 - h) block a User Account or terminate an Agreement and remove a User Account should there be a suspicion of the User acting in an unlawful manner or to the detriment of other Users.
2. The Administrator shall not be liable for:
 - i) disruptions in the service's operation caused by Force Majeure, by Users' or third parties' illicit acts or omissions, a power failure, a hardware failure, even if they were to result in the loss of data at Users' Accounts or to the loss of Users' previously arranged Business Transactions;
 - j) Users' temporary inability to use jubicom.eu functionalities, resulting from the necessary upgrades or maintenance;
 - k) immediate publishing restriction on User's data published at jubicom.eu.
 - l) content and values, losses caused by correspondence and Business Transactions carried out between Users or losses sustained during the delivery of the purchased commodity. The Administrator does not

hold the copyrights to the product descriptions and images published at jubicom.eu. Such copyrights are held exclusively by the Sellers;

- m) losses resulting from false or incomplete User's details submitted by such a User;
 - n) any losses resulting from failures or errors related to the User's software or hardware and/or resulting from Internet technical defects.
 - o) losses resulting from the User's lack of Internet access;
 - p) losses caused by third parties who had come into possession of the User's password and access to the User's account.
 - q) any gains lost by a jubicom.eu User, especially due to the incorrect or faulty use of the jubicom.eu software.
 - r) agreements concluded between specific Users, the information made available, the transactions arranged and completed between them.
3. Should Users take any action to damage the image of the jubicom.eu web portal, be it through publishing false data or data which is detrimental to other Users or third parties, or in any other way, as a result of which the Administrator exercises its right to block a User Account or terminate an Agreement and remove a User Account (see Clause 6.1. d) above), such a User shall not be entitled to claim damages, being only entitled to a refund of the Subscription Fee which has not been used up.

In any case, even in situations when a dispute settling body recognises the claims of the User against whom measures described in Clauses 6.1. c) and d) have been applied, i.e. that the User's Account has been unduly blocked or an Agreement has been unduly terminated and the User's account has been unduly removed, the compensation for this shall amount to 6 times the monthly Subscription Fee, which shall conclusively exhaust all and any claims in this respect.

- 4. The Administrator shall make every effort for the jubicom.eu functionalities to operate without disruptions or errors, however this does not preclude the possibility of undesirable errors occurring. The Administrator shall be indemnified against any liability for errors resulting from the faulty operation of the jubicom.eu functionalities. By the same token, the User shall use the jubicom.eu functionalities at its own responsibility.
- 5. The Administrator shall be obliged to keep the secret of correspondence and other confidential data related to Business Transactions realised between Users and submitted to jubicom.eu.
- 6. The Administrator shall ensure continuous supervision and day-to-day technical support to Users, especially to the Sellers.

7. Complaints and Complaint Procedure

- 1. Users may file complaints regarding especially the non-compliance under the Agreement, at the Administrator's fault, with the following: services commencement date, the non-performance or undue performance of the services or the incorrectly calculated fees for the provision of the services. A filed complaint shall not suspend the obligation to pay a new/forthcoming Invoice.
- 2. A complaint should be sent via E-mail to complaints@jubicom.eu or in writing via Post to the Administrator's registered office and it should contain:
 - s) the User's first and last name, business (company) name and registered address;
 - t) description of the subject of the complaint and the period covered thereby;
 - u) description of the circumstances to justify the claim;
 - v) suggested compensation calculated in proportion to the value of the service and the period covered by the complaint;
 - w) the User's signature – if the complainant is filed in writing.
- 3. Should the complaint filed not meet the conditions specified in Clause 7.2. above and should the Administrator deem it necessary for the proper examination of the complaint, the Administrator shall immediately request the complainant to supplement the complaint and shall specify a deadline of no less

than 7 days and the scope of supplementation, instructing the complainant that failure to supplement the complaint within the specified deadline shall result in the complaint being left unexamined.

4. After the deadline has expired, the complaint shall be left unexamined.
5. The Administrator shall take its position on the complaint within 14 days of the date when the letter of complaint was served or, if there was a request to supplement the complaint, within 14 days of the date when the complete supplementing information was served.
6. Complaints shall be filed within a deadline not exceeding 30 days of the undesirable situation taking place. Complaints filed after this deadline shall not be examined.

8. Final Provisions

1. The jubicom.eu Terms & Conditions of Use are available at www.jubicom.eu/strona/regulamin.
2. During the term of the Agreement, the User shall be obliged to notify the Administrator via E-mail or via Post in writing about any change in the User's address or other details which identify the User and are contained in the Agreement within 7 days of such changes taking place. Should the User fail to meet this obligation, every correspondence addressed to the User's original address or containing original details shall be considered effectively served.
3. While performing its obligations under the Agreement, the Administrator may work with third parties, to which the User agrees.
4. Both the Administrator and the User, in fulfilling the provisions hereof, shall be obliged to comply with the applicable Polish laws.
5. In matters of dispute, the Polish text of the Terms & Conditions shall be applied and in matters unregulated herein, the applicable provisions of the Polish law shall apply.
6. Both the Administrator and the User shall make every effort to settle any potential disputes in an amicable way. In particular, disputes arising from Clauses 6.1. d) and 6.3. hereof shall be heard in the case of no consensus by the competent bodies of the National Trade Commission of Goldsmiths and Jewellers at the Polish Skilled Crafts Association [Komisja Branżowa Złotniczo-Jubilerska Związku Rzemiosła Polskiego].
7. Any disputes which have not been settled amicably shall be resolved by the common court [sąd powszechny] territorially competent for the Administrator's registered office.
8. Should any of the provisions provision hereof lose its validity in the future, this shall not injure the validity of the remaining part hereof.
9. These Terms & Conditions shall become effective as of January 28, 2013.