

## **Terms and conditions for using [www.investresponsibly.com](http://www.investresponsibly.com)**

### **I. Definitions**

**Terms and conditions** – Terms and conditions for using the website.

**Website** – [www.investresponsibly.com](http://www.investresponsibly.com).

**XTB Foundation** – with its registered office in Warsaw, Poland, 67 Prosta St., 00-838 Warsaw, entered into the Register of societies, other community and professional organizations, foundations, and public health care facilities maintained by maintained by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register under no. KRS 0000861567, REGON 387782540, NIP 527-294-52-08.

### **II. General provisions**

1. Terms and conditions set out the rules under which XTB Foundation makes available, free of charge and for an indefinite period of time, the possibility of using the website, including the content or tool contained therein.
2. By using the website you agree to be bound by the terms of the Terms and Conditions. If you do not agree to them, further use of the website is not permitted.
3. The rights to the website as a whole belong to us, while the rights to individual elements of its content belong to us or to the natural or legal persons whose materials we legally make available on the website.
4. The website is educational in nature, and we do not provide services or sell any goods through the website. In particular, we do not provide through the website any services or activities referred to in Article 69(2) and (4) of the Act on Trading in Financial Instruments of July 29, 2005.
5. The content available on the website is available to all users.

### **III. Using the website**

1. The use of the website and its content or tools is permitted solely for your own personal use for purposes consistent with the purpose of the website and with the provisions of the law, the Terms and Conditions and following the rules of social conduct. In particular, it is not permitted to use them in any organized commercial or non-commercial activity without our written consent.
2. Using the website does not guarantee the reliability or confidentiality of communications between us.
3. You may use the materials made available through it only within the scope of the permitted use, regulated by the provisions of the Act of February 4, 1994 on Copyright and Related Rights or another legal act that replaces the Act in question.
4. We make every effort to ensure that the content on the website is up-to-date, accurate, and available on an uninterrupted basis, but we shall not be liable for any consequences resulting

from the content being out of date, inaccurate, or not available at any time, including any consequences resulting from reliance on such content.

5. We may update, upgrade or perform maintenance work on the website, which may result in periodic interruptions in access to the website or to its selected features.
6. We make every effort to make access and use of the website possible through the most popular web browsers (Google Chrome, Safari, Mozilla Firefox, Microsoft Edge, Opera) provided that they are up to date. We do not guarantee the possibility and effectiveness of using the Site in whole or in part using all available operating systems, web browsers or devices.
7. When using the website, it is recommended to have updated anti-virus software.
8. We make every effort to ensure that the website is available at all times in an uninterrupted and complete manner, but we do not guarantee it and are not responsible for its availability. We make every effort to ensure that the tools provided on the website are available at all times and function properly, but we are not responsible for any consequences resulting from their malfunction or unavailability at any time, including consequences resulting from the use of them.
9. We make every effort to ensure that the website is free of malware, but we are not responsible for the consequences of the use of the pages on the user's information and communication system, including technical infrastructure and data.

#### **IV. Responsibility**

1. We are not responsible for the proper work of the operators providing connectivity to the website both on our side and on your side.
2. We are not responsible for the consequences of improper use of the website.
3. We are not responsible for any legal, financial or any other consequences of your use of the information posted on the website. We are not liable for your damages or losses or those of third parties related in any way to your use of this information, including to make a decision on an individual case. Your use of the website is at your own risk.
4. You may not transmit unlawful content via the website. You also may not use the website in a way that would interfere with its operation or be inconsistent with the principles of social interaction.
5. You are fully responsible to us as well as to third parties for any content you post using the website.
6. Our website provides links to sites operated by other entities. We provide these links for your convenience, however, we do not review, control or monitor the privacy practices of sites operated by other entities. We are not responsible for the activities of sites operated by third parties or for your transactions with such third parties. We encourage you to read the privacy statements posted on partner sites, particularly if your personal information is collected through them.

## **V. Reporting disruptions in the operation of the website**

Comments on the functioning of the website and the available content and tools should be submitted to the e-mail address [office@xtb.com](mailto:office@xtb.com). Submissions will be considered on an ongoing basis within no more than 14 days. We reserve the right to leave a notification unanswered if it concerns irregularities resulting from ignorance of or failure to comply with the Terms.

## **VI. Final provisions**

1. We can amend Terms and Conditions in case of:
  - changes in the legal situation, i.a. as a result of:
    - o entry into force of new legal acts or amendments to existing regulations,
    - o issuance of a judgment, decision, recommendation, guidelines, recommendations or other similar act by a court or public administration body,
    - o issuance of interpretations of generally applicable laws by, among others, courts or public administration bodies,
  - necessity related to changes regarding information systems,
  - the occurrence of changes in market conditions related to technological progress,
  - necessity to update hyperlinks included in the Terms and Conditions,
  - necessity to correct obvious typographical errors.
2. If the Terms and Conditions are amended, we will publish the amended version no later than 14 days before the effective date. If you do not agree to the amended Terms and Conditions, your continued use of the Site is not permitted.
3. Any disputes arising from the use of the website and not resolved amicably shall be settled by a common court of competent jurisdiction.