

HANGLUNG – LAW.COM VERIFICATION SERVICE RULES AND REGULATIONS
("the Rules and Regulations")

of 3 July 2023

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APPENDIX 1.

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1. Definitions

1. **Administrator** – Hanglung Law Biernat & Kossacki Spółka Partnerska Radcy Prawnego i Adwokata unless it explicitly results from the Rules and Regulations or another regulation that this term refers to another entity.
2. **Business Days** – all and every week day except for Saturdays and statutory holidays on the territory of the Republic of Poland (including Sundays).
3. **Functionality** – an individual feature of the Platform that performs a specified function that enables the User to use the Platform, including purchase a Verification Service.
4. **Hanglung or Office** – Hanglung Law Biernat & Kossacki Spółka Partnerska Radcy Prawnego i Adwokata with its registered office in Warsaw at ul. Wrzesińska 12/17, 03-713 Warszawa, tax identification number NIP: 7011030132, the National Official Business Register Number KRS: 000089253.
5. **Civil Code** – the Act of 23 April 1964 – the Civil Code, i.e. of 16 September 2020 (i.e. Journal of Laws of 2022, item 1360, as amended).
6. **Client** – an entity with the status of entrepreneur that concludes a Verification Services Agreement with Hanglung with the use of the Platform for the purpose that is directly connected with the business activity of that entrepreneur and for whom this Agreement is of professional nature (including, in particular, nature that results from the subject of business activity). Hanglung reserves the right to verify the Client's status as an entrepreneur.
7. **Online Payment System Provider** – an entity that provides payment services via an Online Payment System in its own name and for its own purposes. A list of current online payment providers is provided in an appendix to the Rules and Regulations.
8. **Rules and Regulations** – this document that has been in force from 3 July 2023. All and every reference to the Rules and Regulations included in the content always applies to their current version unless it explicitly arises otherwise from the Rules and Regulations. The current version of the Rules and Regulations is available under the following address: <https://hanglung-law.com/regulamin>. There is also a possibility to download the Rules and Regulations.
9. **Online Payment System Rules and Regulations** – rules and regulations on providing services by electronic means referred to in the provisions of the Act of 18 July 2002 on providing services by electronic means that is provided by an Online Payment System Provider via Online Payment Services that are made available on the Platform.

10. **Platform** – the www.hanglung-law.com domain website that is owned and administered by Hanglung. One of the Platform functionalities is a possibility to purchase a Verification Service.
11. **Online Payment System** – a system for executing payment services referred to in article 3(1)(5) of the Act of 19 August 2011 on payment services that comprises of accepting payments due to Hanglung for a Verification Service by the online payment system Provider.
12. **Verification Service** – a service provided by Hanglung for the benefit of a Client with the use of the Platform. The essence of the service is writing by Hanglung a report concerning the legal and factual status of an entity chosen by the Client - according to the substantive scope (standard, extended or comprehensive) and time mode (standard, expedited and express). The Verification Service is limited by territory and entity to companies established and operating in accordance with the Chinese laws and having their current registered office in the People's Republic of China on the Continental China (thus, excluding the territory of Hong Kong, Taiwan and Macau).
13. **p.s.e.m.** – the Act of 18 July 2002 on providing services by electronic means (i.e. Journal of Laws of 2020, item 344, as amended).
14. **User** – every individual using the Platform. It is not required to create a separate user's account to use the Platform.

2. General provisions including provisions relating to the Verification Service

1. The essence of existence of the Platform is to present Hanglung and its offer as well as other contents and materials relating to the Hanglung business activity. The Platform is of informative nature.
2. Verification Service is one of Functionalities available on the Platform as well as one of services rendered by Hanglung.
3. The Owner and Administrator of the Platform is Hanglung.
4. Verification Service is provided by Hanglung based on the rules resulting from the Rules and Regulations.
5. Hanglung provides the following contact details:
 - a. e-mail: office@hanglung-law.com;
 - b. postal address: Hanglung Law Biernat & Kossacki Spółka Partnerska Radcy Prawnego i Adwokata, 03-713 Warszawa, ul. Wrzesińska 12/17.
6. Executing the provision of article 5(3) and (5) of p.s.e.m. Hanglung informs that it is a partnership company of an Attorney-at-law and Lawyer and that partners of the Hanglung company are professional lawyers – attorney-at-law (a.a.l. Kamil Biernat, entry number

WA-12977 on the list kept by the Warsaw Bar Association of Attorneys-at-law) and lawyer (lawyer Łukasz Kossacki-Lytwyn, entry number KRA/Adw/3394 on the list kept by the District Bar Council in Cracow). The rules of ethics for attorneys-at-law and lawyers are commonly available on the official websites, respectively: <https://kirp.pl/etyka-i-wykonywanie-zawodu/etyka/kodeks-etyki-radcy-prawnego/> and <https://www.adwokatura.pl/etyka-adwokacka/>.

7. A Provider of Services and Functionalities available on the Platform shall be Hanglung unless the Rules and Regulations state otherwise.
8. The online payment service via the Platform is provided by external independent Online Payment System Providers in accordance with an Online Payment System Rules and Regulations appropriate for a given Provider. A list of current Providers constitutes Appendix no. 1 to the Rules and Regulations.
9. These Rules and Regulations specify, inter alia:
 - a. the rules and conditions of using the Platform by the Users and Clients,
 - b. the rules of concluding, execution and termination of Verification Service Agreements through the Platform,
 - c. the Verification Service complaint procedure,
 - d. prohibition of providing content of illegal nature by the Users.
10. In accordance with article 6(1) of p.s.e.m., Hanglung informs about specific risks relating to the use of services provided by electronic means on the Platform by the Users. These risks are of potential character, result from the fact of existence of the Platform on the Internet network and their occurrence is not excluded despite using by the Administrator an infrastructure that provides protection against undesirable influence of third persons. In particular, these risk include, i.a.:
 - a. a possibility of receiving undesirable or unordered information by electronic means (Eng. spam);
 - b. exposure to malicious software (Eng. malware) – applications and scripts of various types that have harmful, criminal or malicious effect on the network user's ICT system, in particular:
 - i. viruses – programs or fragments of sinister executable code that attaches itself to, overwrites or alters another program to replicate itself without the User's permission;
 - ii. worms – a harmful software similar to viruses that spreads only through the network;
 - iii. wabbits – resident programs that do not replicate through the network and that the effect of operation is a single specified operation, e.g. replication of a single file until the computer runs out of memory;

- iv. Trojan horses – programs hidden under the name or part of a file that can seem to be useful, however, once activated they do not perform functions expected by the User;
 - v. backdoors – programs that imitate other programs and overtake control over an infected computer enabling carrying out administrative actions, including deleting and saving data;
 - vi. spying software (Eng. *spyware*) – a software that collects data about a natural or legal person without his or her permission. The data can constitute information about visited websites, Internet accounts access data, etc.
 - vii. exploits – codes that enable direct hacking into the network user's computer;
 - viii. rootkits – a software the principal of operation of which is based on masking the presence of certain activated programs or system processes that are used to, e.g. administer the attacked system;
 - ix. keyloggers – a software that reads and saves all keys pressed by the network User;
 - x. dialers – programs that connect themselves to the network via another access number than the number selected by the user. Most frequently, these are numbers with a 0-700 prefix or numbers from abroad;
 - xi. ransomware – a software that blocks access to the computer system or prevents reading of data stored on it requesting a "ransom" from the network User for restoring the initial state.
 - xii. Phishing – a method of fraud that uses the Internet network that impersonates another person or institution to extort specific information (e.g. login data, credit card details) or incline the network User to undertake specific actions.
11. To counteract the risks connected to the provision of services through electronic means with the use of the Platform the Users should in particular:
- a. use anti-virus software,
 - b. use a firewall software,
 - c. constantly update anti-virus software and the Internet browser,
 - d. not open e-mail attachments of unknown origin,
 - e. get familiar with the contents of licences of the installed applications,
 - f. scan devices with an anti-virus program and scanners that detect harmful software on a regular basis,
 - g. when making payments through electronic means make sure that the data transmission is encrypted (banking mode),

- h. use original system and applications that come from a legal source,
- i. take special care when using the network, in particular, when the User is exposed to contact with any software or files of unknown origin.

3. General rules and conditions for using the Platform

1. A proper access to and use of the Platform requires that the User:
 - 1.1. has access to an end device (desktop computer, laptop, smartphone, tablet, etc.) with access to the Internet network and an Internet browser like Google Chrome, Mozilla Firefox, Opera with a current software version;
 - 1.2. has an active JavaScript service (on the end device browser);
 - 1.3. meets the minimum device and technical requirements referred to in the paragraph below.
2. The Administrator determines the minimum device and technical requirements that allow to use the Platform. That means:
 - 2.1. computer with an uninterrupted access to the Internet;
 - 2.2. Internet browser;
 - 2.3. active service of cookie files.
3. The Administrator indicates that it is necessary to provide an e-mail address and have access to the e-mail communicator to be able to order a Verification Service.
4. The Administrator enables every User to browse the home page of the Platform free of charge without a requirement to log in nor create a dedicated account.
5. The Platform can be used seven days a week and twenty-four hours a day unless the provisions of law commonly applicable in the future will state otherwise.
6. The Users bear criminal and factual liability for their activity on and with the use of the Platform.
7. The Rules and Regulations are available on the Platform (allowing it to be downloaded) and are accepted by the User during the process of ordering a Verification Service. Moreover, it is sent to the e-mail address provided by a given Client once the Verification Service Agreement is concluded.

4. Verification Service – scope and ordering

1. Verification Service is a service provided by Hanglung for the benefit of its Clients with the use of the Platform.
2. Verification Service is provided as stated in the Rules and Regulations.

3. The essence of the service is to write and transfer to the Client by Hanglung a report concerning the legal and factual status of a company chosen by the Client that operates in accordance with the laws of China and that has its registered office on the territory of the Continental China (thus, excluding the territory of Hong Kong, Taiwan and Macau). Thus, the Verification Service is limited to entities that jointly meet the following criteria:

3.1. of entity – for companies actively operating in accordance with the laws of China;

3.2. territorial – a company that has its registered office on the territory of the Continental China.

Where a Verification Service is requested in violation of the above limitations, Hanglung shall be entitled to withdraw from the Agreement on the terms set out in point 7(1)(a) and (b) of the Rules and Regulations.

4. Verification Service is carried out in accordance with a substantive scope (standard, extended or comprehensive) chosen by the Client. A detailed description of information included in separate reports is available on the Platform prior an order is made. It is also sent to the Client together with a confirmation of acceptance of the order.
5. Verification Service is carried out in accordance with a time formula (standard, expedited and express mode) chosen by the Client.
6. Verification Service is fulfilled by transferring to the Client an examination report of a given company in the Portable Document Format (.pdf) to the e-mail address provided by the Client.
7. A Client ordering a Verification Service can only be an entity that has a status of an entrepreneur that orders the service in direct connection with a business activity carried out by that entrepreneur and for whom this Agreement is of professional nature (including, in particular, nature that results from the subject of business activity). The Client confirms that by checking appropriate fields when submitting an order. Hanglung reserves the right to verify the Client's status or else it can withdraw from the Agreement referred to in point 7(1)(e) of the Rules and Regulations.
8. Information provided on the Platform concerning a Verification Service do not constitute an offer within the meaning of provision of article 66 of the Civil Code.
9. To order a Verification Service the Client shall be obliged to fill out online forms provided on the Platform and in particular to:
 - a. provide his basic information – i.a. name, tax identification number, numbers in the register,
 - b. check the required consents (in the form of checkbox) including acceptance of the Rules and Regulations, the Privacy Policy and the Client's status of an entrepreneur,

- c. provide Hanglung with materials and contents necessary to execute the Verification Agreement in a due manner - [as indicated in point 5(3) of the Rules and Regulations),
 - d. the Client can attach an excerpt from an official register to confirm: (iii) that he possesses a status of an entrepreneur, (iv) his tax residency,
 - e. choose price and deadline options as well as the scope of a Verification Service,
 - f. make a declaration of purchase and payment – “purchase with an obligation to pay”.
10. After an order is made by the Client, Hanglung shall immediately send a message confirming reception of an order to the e-mail address provided by the Client. The moment of reception of the message in question by the Client constitutes the moment of conclusion of the Verification Service Agreement.

5. Rules of carrying out a Verification Service

- 1. The Client is obliged to cooperate with Hanglung with regards to Verification Services rendered by the company in a manner required to perform a Verification Service by Hanglung in a due manner.
- 2. As part of providing a Verification Service Hanglung is only obliged to exercise due diligence taking into account the professional character of the rendered services.
- 3. When ordering a Verification Service the Client ought to provide information or attach documents necessary to carry out the Verification Service by Hanglung in a due manner. These documents shall, in particular, be:
 - 3.1. a Chinese name of an entity that is subject to verification – in Chinese characters, or
 - 3.2. a social credit number or registration number of the Chinese entity, or
 - 3.3. document/printout or another attestation from which it results which entity is to be verified, including at least one of the above.
- 4. The Client, as requested by Hanglung, should hand over additional information or documentation if it is necessary to carry out a Verification Service, including in particular, an explicit identification of a given entity.

5. Hanglung shall not be obliged to verify trustworthiness of any information received from the Client. A Verification Service is rendered solely on the basis of information provided by the Client.
6. A Verification Service will be fulfilled timely, according to the time span chosen by the Client. The time span includes only Business Days.
7. The time span for performing a Verification Service begins after the following elements are jointly fulfilled:
 - 7.1. the Client provided minimum information about an entity that is subject to verification, as specified in paragraph 3 above,
 - 7.2. the Client paid full remuneration for the ordered Verification Service.
8. The time span for performing a Verification Service shall be discontinued after a message is sent from Hanglung to the Client that indicates absence of information necessary to carry out the Verification Service, particularly specified in point 3 above or a request for providing explanation concerning the Client's legal status (possession of a legal status of an entrepreneur). The time span for performing the Verification Service starts again from the moment of due and complex provision of feedback that allows to carry out the Verification Service in accordance with the Rules and Regulations.
9. A moment of sending a copy of the Verification Service report in a digital form to the e-mail address provided by the Client shall be considered a moment of fulfilment of the Verification Service by Hanglung.

6. Verification Service performance rules and conditions

1. An examination that is described in the report is carried out by Hanglung on the basis of information and documents posted on the Internet. In particular, the data are acquired from official governmental portals, public and private databases concerning legal entities registered in China, private monitoring systems and private portals for professionals. The information can be supplemented with circumstances determined based on unofficial sources of information (such as an official website of the entity or social media). Where unofficial or private information is provided, it shall be indicated in the content of the report.
2. Hanglung indicates that due to the fact that the verified company's data are downloaded from Internet registries, the final effect of every verification can differ from the one directly determined in the offer. In the case in question Hanglung shall provide information that access to data that were not provided is publicly impossible.
3. Each and every Verification Service Report contains a date of its writing. That means that the data provided in the report were visible in the registries on the date indicated in the report. The Online Register of Companies must not be considered to be a binding interpretation of the law.

4. Where some data relating to the entity that is subject to verification do not come from the registries mentioned hereinabove but from unofficial sources, such as social media, websites of the Chinese entity, etc., it will be clearly indicated on the copy of the performed Verification. In the case in question it shall mean that the data in question were found in so called unofficial source of information on the date of the report.
 5. Hanglung has no influence nor shall bear any liability for the course of conduct of a company that is subject to verification. Hanglung assesses chances and risks by performing an individual analysis of every entity. This shall not mean that in case of a positive or negative verification of a given entity that entity will definitely act as indicated in the analysis.
 6. The sound of the Chinese entity's company is written in Chinese characters. The proper names are Chinese names. The Verification Service includes English translation to help understand the meaning of the company's name or indicate the name that is factually used by the entity in carrying out a turnover with abroad entities in practice. However, the writing of the sound of the company's name in Latin alphabet shall never be an official registered name of the verified entity. One must take it into account when using the sound of the name of a Chinese company.
7. [Contractual right to withdraw](#)
1. Except for cases directly resulting from the generally applicable provisions of law Hanglung shall be entitled to a contractual right to withdraw from a Verification Service Agreement in the following circumstances:
 - a) the Client ordered a Verification Service of an entity that is not a company established and actively operating in accordance with the Chinese provisions of law,
 - b) the Client ordered a Verification Service of an entity that has its registered office outside the territory of the Continental China,
 - c) the Client fails to cooperate with Hanglung and in particular fails to provide essential information, documents or there are difficulties in establishing a contact,
 - d) when the Client fails to make payment within 14 days from the date of conclusion of a Verification Service Agreement,
 - e) where the Client ordering a Verification Service does not possess a status of an entrepreneur or fails to document such status, or despite the status of an entrepreneur the Verification Status Agreement does not possess a professional character for a given entity, in particular arising out of the subject of a business activity carried out by such an entity;
 - f) where performance of a Verification Service results or constitutes a risk of occurrence of a conflict of interests on the part of Hanglung,

- g) where the Client is subject to sanctions (or is used to bypass such sanctions) due to Russian aggression on Ukraine, specifically based on appropriate decision of the Polish authorities, the European Union or its bodies.

Hanglung can exercise that law within a period of one month from the date on which it is found that there exists a basis to withdraw from a Verification Service Agreement.

- 2. In every case of withdrawal Hanglung shall be entitled to remuneration corresponding to the scope of the performed activities, wherein the Parties amicably decide that in every case that will not be less than 50% of value of the ordered Verification Service. Hanglung can waive such part of remuneration by making a declaration.

8. Remuneration – rules of calculating remuneration and invoicing

- 1. Remuneration for a Verification Service depends on the criteria selected by the Client in the process of making an order. Adequate criteria are as follows:
 - 1.1. scope of a Verification Service – standard, extended or comprehensive,
 - 1.2. time of realization - standard, expedited and express.
- 2. The remuneration shall exclusively be paid in advance and prior to the fulfilment of a Verification Service by wire transfer.
- 3. Hanglung accepts payments for Verification Services only through the Online Payment System based on the terms and conditions resulting from the Online Payment System Rules and Regulations.
- 4. An indicated value of remuneration for Verification Services shall not include margin and deductions made by the Online Payment Providers. These will be calculated for the Client when making the payment and shall be paid directly to the Provider.
- 5. Remuneration for Verification Services shall always be a net remuneration and shall not include the tax on goods and services (VAT).
- 6. Where it results from the generally applicable law a tax on goods and services (VAT) will be added to the remuneration, especially in accordance with the following guidelines:
 - 6.1. If the Client has his registered office on the territory of Poland – Hanglung shall each time add 23% VAT tax rate to the remuneration.
 - 6.2. If the Client has his registered office in one the European Union Member States and he is verified as an active VAT taxpayer with the use of the VAT VIES system when filling out an order form – Hanglung shall not add a VAT tax to the remuneration for a Verification Service.

- 6.3. If the Client has his registered office outside the European Union or is not an active VAT entity in EU (or is not verified as such) – Hanglung shall each time add 23% VAT tax rate to the remuneration. However, Hanglung can issue a corrective invoice if the Client presents an appropriate certificate of tax residency.
7. Hanglung shall issue invoices only in an electronic form and shall transfer them to the e-mail address provided by the Client in the order form.
 8. Hanglung undertakes to send invoices and corrective invoices via electronic means of communication in a PDF format that is provided in a manner that guarantees authenticity of origin of the invoices, their integrity and legibility.
 9. By accepting these Rules and Regulations the Client gives his consent to receiving from Hanglung invoices and corrective invoices in an electronic form in situations foreseen in the generally applicable provisions of law. This shall, in particular, be considered to be a consent referred to in the provisions of article 106n of the Act of 11 March 2004 on tax on goods and services (i.e. dated 7 April 2022)

9. Liability

1. The entire liability of Hanglung to the Client concerning the rendering of a Verification Service shall be limited only to direct, actual and documented losses of the Client and it shall also not include, in particular, indirect damages or lost benefits. However, in each case the maximum liability of Hanglung shall be limited to three times the value of remuneration paid by the Client for a specific Verification Service from which the Client's damage claim arises, notwithstanding the legal basis of the User's claims as well as the number and character of claims or violations (of a single claim and the sum of all claims).
2. Hanglung shall not bear any liability for the results of its actions or omissions arising out of a failure to perform or improper performance of a Verification Service as well as for any delays if such results are a consequence of:
 - a. failure to provide or untimely provision of required documents and information by the Client,
 - b. provision of fictitious or misleading documents and information by the Client,
 - c. failure to inform Hanglung by the Client about such facts and circumstances that are or may be related to a proper fulfilment of the Agreement and which Hanglung could not have known despite applying due diligence, even if Hanglung did not ask for such facts and circumstances,
 - d. decisions, instructions, orders or recommendations made by the Client,
 - e. occurrence of Force Majeure.

10. Copyrights and related rights

1. Hanglung shall retain personal and property copyrights of the result of every Verification Service and can use that result in the scope determined by Hanglung (considering the professional secrecy rules).
2. Transferring the result of a Verification Service to the Client in the form of a digital copy shall only mean granting of a non-exclusive licence to the Client for using the provided report. In that event the non-exclusive licence shall be granted for an indefinite time, without territorial limitations and shall apply to all known fields of exploitation, in particular:
 - a) in respect to saving and reproducing the work – making copies of the work using a specified technique, including printing, reprographic, magnetic recording and digital techniques;
 - b) in respect to putting the original copy or copies of the work on the market – putting the original copy or copies on the market, their landing or leasing;
 - c) in respect to dissemination of the work in a method other than specified hereinabove – public performance, staging, displaying, playing, broadcasting and re-broadcasting as well as making the work available to the public in a manner that everyone has access to it in a place and time chosen by an individual;
3. Hereby, each and every User shall grant Hanglung a non-exclusive, unlimited by territory and time as well as free of charge licence to use all elements protected by copyrights, industrial property rights or possessing another similar protection (e.g. trademarks, logos and image photos) in a manner and in all fields of exploitation required for due fulfilment of a Verification Service at the moment of posting them on the Platform (e.g. as part of the order form). At the same time, such posting shall be a conformation that the Client has a right to transfer such elements to Hanglung as well as he shall undertake to indemnify Hanglung against every liability connected with the use of such elements by Hanglung.

11. Prohibition to provide illegal and undesirable content

1. When using the Platform the User shall be obliged to undertake only such activities that are compliant with the generally applicable law as well as having in mind the respect for personal rights, copyrights and similar rights, industrial property rights and other immaterial values of the Administrator, the User and third persons.

2. It shall be strictly prohibited for the User to provide, post, publish, display, share, store and transfer to the Platform or via the Platform any content of illegal and undesirable nature.
3. Content of illegal nature shall be information or actions that undermine the principles and values listed in paragraph 1.
4. Undesirable content shall be information or actions not related to the essence of the Platform, including rendering Verification Services.
5. The User shall be liable within the scope foreseen in the provisions of a generally applicable law for any and all damages caused to the Administrator, the Users or third persons resulting from sharing content of illegal or undesirable nature.
6. The Administrator shall not be obliged to verify the content shared by the Users on the Platform, wherein he may perform such a verification.
7. The Administrator shall be entitled to immediately block and remove content if he decides that it is of illegal nature or violates the conditions specified in this article.
8. Whenever possible the Administrator shall notify the Client about removal or an intent to remove illegal or undesirable content. Impossibility to notify may result in particular from a necessity to protect interests of an ongoing criminal or administrative proceedings, in accordance with the applicable law.
9. Each and every User should inform the Administrator about the fact of noticing a content of illegal or undesirable nature on the Platform.
10. The User shall be obliged to use Functionalities available on the Platform in accordance with their intended use and the granted access as well as refrain from any actions that can have influence on the correct operation of the Platform and Functionalities available on the Platform.
11. The Administrator shall not bear liability for any damage (including property damage) that results from sharing by the User or a third person a prohibited, forbidden content or content unacceptable due to other reasons with the use of or on the Platform.

12. [Complaints](#)

1. Each and every complaint relating to the operation of the Platform and all services, including the Verification Service, must be sent to the contact details of the Hanglung Administrator.

2. It is desired that in the contents of a Complaint the Client provides at least the following information:
 - a) character of the letter, e.g. by writing the "Complaint" headline;
 - b) first name and surname or name of the Client and his contact details, i.e. address, telephone number and e-mail address where the Client gives his consent to be contacted via electronic means of communication;
 - c) detailed description of reasons of the Complaint and the issue that is subject to the Complaint;
 - d) Client's demands – an expected method of settling the Complaint as well as the method of communication with Hanglung chosen by the Client, including provision of information concerning the outcome of the Complaint.
3. Where there is absence of content that prevents a Complaint to be investigated, Hanglung shall ask the Client (if identification of a person submitting the Complaint is possible whatsoever) to supplement the content of the Complaint.
4. Hanglung shall make all effort to investigate the Complaint within a period not longer than 14 days from its reception. The Client shall be informed about the outcome of the complaint investigation in accordance with the contact details provided by him.
5. Absence of reply of Hanglung to a submitted Complaint shall never mean a positive outcome, irrespective of the lapse of any deadlines or a period of time from submission of the Complaint.
6. Submission of a Complaint shall not result in suspension of the Client's obligation to due fulfilment of his obligations arising out of the concluded Agreements.
7. Complaints on the operation of the Online Payment System are available in accordance with the terms and conditions provided in the Rules and Regulations of the Online Payment System.

13. Technical break and the Platform operation disturbances

1. The Administrator reserves a right to technical breaks in the operation of the Platform or its selected Functionalities. The purpose of the technical break shall in particular be improvement, development or upgrade of the Platform.
2. The User shall not be entitled to any compensation or indemnity for a break in the Platform operation resulting from a technical break.
3. The User shall not be entitled to any compensation or indemnity for any disturbances in the operation of the Platform.

14. Force Majeure

1. The Administrator stipulates and underlines that he shall not be liable for disturbances in the operation of the Platform and/or its individual Functionalities that are a result of a Force Majeure.
2. A Force Majeure must be considered to be an external sudden event that cannot be foreseen and is independent of the Administrator that results in an improper operation of the Platform or/and its individual Functionalities or preventing, in full or in part, fulfilment of the Agreement on rendering services by electronic means of communication by the Administrator.
3. Indications of a Force Majeure shall, in particular, be considered to be:
 - a. natural calamities, including: earthquakes, hurricanes, flood and other extraordinary atmospheric phenomena affecting technical infrastructure as part of which operates the Platform;
 - b. acts of State power, including: martial law, state of emergency, state of epidemic, state of pandemic, epidemic state, pandemic state and similar;
 - c. warfare, acts of sabotage, acts of terrorism and other similar events that threaten public order;
 - d. general strikes and other social unrest, including public demonstrations that even indirectly influence operation of the Platform and its Functionalities.
4. In the event of a Force Majeure, the Administrator can decide to close the Platform or/and its individual Functionalities until further notice and even withdraw from performing a Verification Service. When doing that he will follow a proportionality principle. He can exercise that right not later than two weeks from the occurrence of the Force Majeure.

15. Personal Data

The rules of processing and protection of the Users' personal data (Clients) on the Platform have been presented in detail in the Privacy Policy (<https://hanglung-law.com/polityka-prywatnosci>).

16. Changes to the Rules and Regulations

1. The Administrator reserves a right to introduce changes to these Rules and Regulation particularly due to important reasons that must, inter alia, be understood as:
 - a. necessity to adapt the Rules and Regulations to the generally applicable provisions of law;

- b. necessity to adapt the Rules and Regulations to the recommendations, orders, decrees, resolutions, interpretations, guidelines or decisions of the State authorities;
 - c. development and changes to the Platform;
 - d. change of technical conditions of rendering services through electronic means of communication;
 - e. change of the Administrator's data;
 - f. correction of mistakes in the Rules and Regulations that have an effect on the method of operation of the Platform or its use;
 - g. changes to the protection of privacy and personal data;
 - h. security considerations or other changes of functional or technological character.
2. Changes that only come down to deletion of mistakes, typographical errors or changes in the event of ownership transformation on the part of the Administrator shall not constitute a change to the Rules and Regulations.
 3. Moreover, changes to the Rules and Regulations shall be announced by posting a uniform text of the altered Rules and Regulations on the [I] website. Also previous Rules and Regulations can be downloaded from the website together with an indication of their validity periods. Furthermore, the Administrator shall send to the e-mail addresses of the Users information about a change to the Rules and Regulations and its new content.
 4. The changed Rules and Regulations shall be applicable to the Verification Service Agreements concluded after the Rules and Regulations entered into force, except for cases indicated in paragraph 1(a), 1(b) and 1(f) above.

17. Final provisions

1. A Verification Service is concluded in Polish or English, depending on the language of the Platform chosen by the User.
2. Verification Service is subject to the Polish law and jurisdiction of the Polish courts.
3. These Rules and Regulations do not apply to any other services provided on the Platform that are subject to separate rules and regulations (e.g. the Newsletter service).
4. The place of execution of the Agreement shall always be the territory of the Republic of Poland – the registered office of Hanglung.
5. Appendices shall constitute an integral part of the Rules and Regulations.
6. The Client states that he has got familiar with the Rules and Regulations and accepts them in full. The Client states that he has got familiar with all statements and declarations that must be accepted when filling out the form initiated after clicking on the Buy Now button. Furthermore, the Client states that he provided all data indicated on the mentioned form truthfully.

7. Where any of the provisions of the Rules and Regulations appears to be invalid by law, this shall not influence the validity of the Rules and Regulations in their remaining scope.
8. The Rules and Regulations shall come into force on 3 July 2023.
9. Any possible disputes arising out of or relating to the Rules and Regulations, a Verification Service Agreement in regards to relations with the Client or the User shall be settled by a common court appropriate for the registered office of Hanglung. The law appropriate to settle such a dispute shall exclusively be the Polish law.

Appendices:

1. List of payment service providers.

APPENDIX 1.
LIST OF THE ONLINE PAYMENT SYSTEM PROVIDERS

A current Online Payment System Provider for the Platform is:

1. **Stripe Payments Company**; address: 354 Oyster Point Blvd, South San Francisco, CA 94080