

## TERMS OF SERVICE AND CONDITIONS OF SALE

[HACKARCANA.COM](https://hackarcana.com) / [HEXARCANA.PL](https://hexarcana.pl) / [HEXARCANA.CH](https://hexarcana.ch)

The Service is operated by HexArcana Cybersecurity GmbH with registered office in Cholenmoosweg 5, 8942 Oberrieden, Switzerland, hereinafter referred to as the **Seller**.

These Terms and Conditions set out the general terms and conditions governing the provision of Services by electronic means via the websites HACKARCANA.COM, HEXARCANA.PL and HEXARCANA.CH.

As required, we have designated a point of contact for direct communication with EU Member State authorities, the Commission, the Digital Services Board, as well as with Users using the Site. Quick and direct communication is possible by email at the following email address: [contact@hexarcana.ch](mailto:contact@hexarcana.ch)

### IN THESE TERMS AND CONDITIONS YOU WILL FIND, AMONG OTHER THINGS:

- I. Guidelines for the functionality of the Service, including but not limited to account creation, scoreboard, payments, complaints.
- II. Functionality of the Service intended, among other things, for the purchase and participation in training courses, courses, image information and other technical issues relating to the operation of groups.
- III. Details of the administration and moderation of the Content provided by the User on the Service along with the appeal procedure.
- IV. Final provisions and Seller's liability issues.
- V. Attachments.

## §1 BASIC TERMS USED IN THE TERMS AND CONDITIONS

Explanation:

1. **Price** - the value expressed in monetary units that the customer is obliged to pay, and in the case of digital content/service - also a digital representation of the value;
2. **Working days** - days of the week from Monday to Friday, excluding holidays;
3. **Expert** – a person conducting a training course or delivering other content as part of the Products and/or providing substantive support within the scope of the Products; an Expert may be either an external person or a person acting within the Seller's organisational structure;
4. **Customer** - an entity that plans to purchase or is purchasing the product(s), i.e. a natural person with full legal capacity, and in cases provided for by generally applicable laws also a natural person with limited legal capacity, a legal person, and an organizational unit without legal personality, which is granted legal capacity by law - that has concluded or intends to conclude an Agreement with the Seller, also referred to as the User;
5. **Consumer / Client** - an individual making a purchase for purposes that are not directly related to his/her business/professional activity;
6. **Offer** - a sales proposal containing the essential elements of the Product (including but not limited to product description and the Seller's individual proposal), presented on the Website or made available to the Customer individually by the Seller;
7. **Seller's Platform** - Seller's platform provided in the domain [hackarcana.com](https://hackarcana.com) within which Seller's Products are made available;

8. **Entrepreneur** - a natural person, a legal person, and an organizational unit that is not a legal person, to which a separate law grants legal capacity, performing a business on its own behalf, which uses the Store;
9. **Entrepreneur with Consumer Rights** - a natural person, entering into a contract directly related to his business activity, when it is clear from the content of the contract that the contract does not have a professional character for him, arising in particular from the subject of his business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity;
10. **Product** - Electronic Product or Service (including, but not limited to, training courses, courses) offered by the Seller, intended for sale; the Product is for a fee unless otherwise indicated;
11. **Electronic product** - digital content that the customer receives as part of the purchase, which takes the form of an electronic file. The format of the file depends on the content of the material (e.g. e-book, other materials in PDF form, audio/video);
12. **Participant** - a person using the Seller's Products;
13. **Terms and Conditions** - these Terms and Conditions of Sale setting out, among other things, the rules for using the Website, placing orders, and the rules of order processing by the Seller;
14. **Service/Store/Website** - the website through which the Seller offers and sells Products under the domain hackarcana.com, or the access services available via the websites hexarcana.pl and/or hexarcana.ch;
15. **Durable medium** - a material or tool for storing information that allows access to such information in the future (for the time necessary to fulfill the purposes for which the information is used) and makes it possible to reconstruct the stored information in an unchanged form;
16. **Contract** - mutual agreements of the Seller and the Customer defining mutual rights and obligations;
17. **Service** - a service provided by the Seller to the Customer;
18. **Digital service** - a service that allows the customer to:
  - a) the creation, processing, storage, or access to data in digital form,
  - b) the sharing of digital data that has been uploaded or created by the Consumer or other Users of this Service,
  - c) other forms of interaction through such data;
19. **User Content / Content** - information made available, produced and/or provided by the User as part of the use of the Service, including but not limited to:
  - a) opinions about Products, Services, Service,
  - b) comments under the content made available on the Website,
  - c) information contained in the account of a User-visible on the Service,
  - d) content of posts and comments on the Discord group or on dedicated social media channels,
  - e) information made available within the User Account accessible to other Users;
20. **Account** - an individual account with the ability to administer, activated to allow the Customer to use the Website Services.

## §2 RULES OF COOPERATION AND CONCLUSION OF THE AGREEMENT

1. The terms of execution of the Agreement and the rules of cooperation are set forth in the Terms and Conditions and the Offer.
2. The Seller shall make the Terms and Conditions available to the Customer free of charge before the conclusion of the Agreement, and also - at the Customer's request - in such a way that allows obtaining, reproducing and recording the contents of the Terms and Conditions by means of the data communications system used by the Seller.
3. The Terms and Conditions and the Offer do not exclude or limit the rights under mandatory provisions of the law of the Customer who is a Consumer or Entrepreneur with Consumer Rights in the territory of EU countries and the EEA and outside the EEA.
4. In the event of any discrepancy between the Terms and Conditions and the Offer, the Offer shall be binding.

5. The contract is concluded upon the Customer's acceptance of the Terms and Conditions, effective payment and the Seller's confirmation of acceptance of the order for execution, subject to the provisions below.
6. If the date of the first payment is after the conclusion of the Contract, the Contract is concluded when the Customer accepts the Terms and Conditions and the Seller accepts the order for processing.
7. If the Customer chooses a recurring or installment payment, the Customer shall pay the Price for the Product in full. Payment of the first payment does not release the Customer from the obligation to pay the Price in full.
8. Effective payment - Payment shall be deemed effective in the case of a bank transfer, electronic payment or card payment upon crediting the Seller's bank account.

### §3 PRICE

1. The price is gross and includes all taxes required by law.
2. The price does not include information regarding other costs, which, in the event that the customer is required to pay them, will be informed before placing the order.
3. The reduced price is the price in effect as a result of the reduction in the price of the Product.
4. The lowest price is the lowest price for the Product that was in effect during the period of 30 days prior to the introduction of the discount, and in the case of a product offered for sale for a period of less than 30 days, the lowest price is the lowest price in effect during the period from the date of commencement of offering of this Product until the date of introduction of the discount.
5. All prices on the Website/Service are given in Swiss Francs (CHF) or Polish Zloty (PLN), which in each case is clearly marked. The prices quoted to the Customer include Value Added Tax (VAT) at the applicable rate. If the Customer is not required to pay VAT (for example, its place of residence is outside Switzerland), it should contact the Seller before placing the Order in order to apply the correct amount of VAT or to check whether the Seller is authorized to sell to the Customer's country.
6. Discounts, discount codes and promotions cannot be combined, unless explicitly stated otherwise in the Offer. If more than one discount is used, only one - the most favorable for the Customer will be applied, unless the Offer provides otherwise.

### §4 ORDERING RULES

1. The customer can use the Site 7 days a week, 24 hours a day.
2. Payment can be made via:
  - a) by traditional bank transfer after placing an order directly by email to the Seller's address: [sales@hexarcana.ch](mailto:sales@hexarcana.ch)
  - b) placing an order by filling out the purchase form on the Website,
  - c) electronic payment via PayPal .
3. The Seller shall refund the payment using the same method of payment used by the customer (the same account number from which the payment was delivered).
4. The customer is obliged to make payment immediately after placing the order unless otherwise stated in the Offer or the method of payment.
5. Due to the wording of the Law on Value Added Tax, if an order is made by an Entrepreneur, in order for the Seller to issue a VAT invoice, it may be necessary to provide the Entrepreneur's identification number (e.g. NIP) at the stage of order placement.
6. Invoices and data are sent electronically, to the customer's email address through which he places the order.
7. In order to purchase Products from the Service, you must:
  - 1) Create an Account;

- 2) select the Product(s) you wish to purchase, from the options available on the site, by clicking on the "add to cart" button or the equivalent button;
  - 3) After selecting the Products, indicate the required information (e.g., customer data, payment method, delivery method);
  - 4) get acquainted with the information about the total price for the selected Products, including other additional costs, resulting from the order; until the acceptance of the Terms and Conditions and the order, it is possible to make independent modifications in terms of data and Products added to the shopping cart;
  - 5) After reviewing the order, accept the Terms and Conditions and the order, and make payment for the order according to the selected payment method. Once the order has been placed, the Seller will send a confirmation of the order.
8. In order to purchase Products electronically, e.g. by email, you must:
- 1) Create an Account;
  - 2) Select the Product(s) you wish to purchase and review the Offer;
  - 3) After selecting the Products, indicate the information required by the Seller (e.g. Customer data, payment method);
  - 4) before accepting the order, read the information about the total price for the selected Products, including other additional costs, resulting from the order;
  - 5) accept the terms of cooperation presented by the Seller for the order, including the Terms and Conditions, and make payment for the order in accordance with the selected payment method. Once the order has been placed, the Seller will send confirmation of the order and confirmation of acceptance of the order for processing.
9. After the conclusion of the Contract, the Seller also sends the Customer the terms and conditions of the Contract, if they have not been communicated before the conclusion of the Contract, as well as confirmation of acceptance of the order for execution.
10. The Seller has the right to cancel the order if the customer fails to make payment within 3 working days from the date of the order, or if the customer fills in the order form in a way that prevents its proper implementation, despite the customer's request to complete/correct the data under pain of cancellation.
11. In the event that payment is made via the PayPal system, the PayPal terms and conditions shall additionally apply. By choosing this payment method, the User agrees to comply with the applicable PayPal rules, including the PayPal Acceptable Use Policy available at: <https://www.paypal.com/us/legalhub/paypal/acceptableuse-full>.

## §5 ORDER PROCESSING RULES

Electronic products (including e-books/video recordings/online courses/PDF materials)

1. Depending on the type of Product, access to the Electronic Product will be granted by sending to the email address provided by the Customer:
  - a) Login link to the Seller's Platform, within which the Product was made available with the creation of an Account on the platform;
  - b) link to download the Electronic Product,
  - c) A link to a recording made available within a platform, e.g. Vimeo, YouTube (in non-public mode),
  - d) A link to live streaming provided within a platform, e.g. Vimeo, YouTube (in non-public mode),
  - e) a link to an external website providing access to the Materials.
2. Access to the Electronic Product will be provided to the Customer immediately, no later than 24 hours after the conclusion of the Agreement, subject to the provisions below.
3. In the case of an electronic Product in the form of video recordings, it is possible to use the Product by playing it (streaming). It is prohibited to share the link to the above-mentioned recordings with third parties. For more information on copyrights, see §8 Copyrights and licenses.

4. In the case of an Electronic Product such as, for example, courses/training or other electronic products where the materials, due to the nature of the Product, are not available in full immediately after purchase, the materials will be made available systematically on subsequent days of the course/training.
5. Access to the Product is for a limited period of time and is for 12 months counting from the date of the Agreement, unless otherwise stated in the Offer.

#### **Access to the platform with exercises**

6. If a Product is purchased that includes access to the Seller's platform with exercises, the Customer has the right to use the materials available on the aforementioned Platform. The link to the platform will be sent to the Client at the email address indicated by the Client. If, in order to gain access, it is additionally required to provide a password identifying the Customer, the Seller will also issue an access password.
7. The customer has the right to use access to the Seller's Platform with exercises, in a time-limited manner for a period of 90 days from the date of conclusion of the Agreement.
8. As part of the access to the Platform, the Customer may access industry-specific, educational articles either free of charge or at a certain Price in accordance with the Seller's Offer.

#### **Online broadcasts (including webinars)**

9. In the case of purchase of a Product that includes access to online broadcasts (including but not limited to webinars/online live training sessions/presentations), the Customer will be granted access to the Platform where the webinar/meeting takes place no later than prior to the date of the online broadcast. Access will be sent to the email indicated by the Client.
10. Online broadcasts may be recorded by the Seller unless otherwise specified in the Offer.
11. In connection with the possibility of recording online transmissions, the Seller has also regulated in these Terms and Conditions the issues of image recording and processing of the Customer's sensitive data. [§6 Image]
12. Broadcasts may take various forms (including technical functionalities) in accordance with the Seller's Offer. These may include: live training with a trainer and interactive online courses.

#### **Access to the group on Discord**

13. The Discord channel constitutes a community space intended to foster community building and enable Users to support one another in their learning. Responses provided within this space, whether by other Users or by Experts, are of a general nature. The Seller does not guarantee the availability of Experts nor the provision of a response to every question. Information shared on Discord does not constitute advice or recommendations relating to the individual situation of a User.
14. Within the Discord space, Experts may provide substantive support, respond to selected User questions, or publish educational materials related to a given Product.
15. In order to access the Discord space, the Customer should have the Discord application installed on their computer (or phone) and have a registered account. It is permissible to use the Discord group without installing the application (via a web browser). Furthermore, the Customer must already be present on the Seller's server or accept an invitation to the Seller's server in order to join the group (sent in the form of a link). More information on how to use Discord can be found on the Discord website. [\[LINK\]](#).
16. In order to access authenticated spaces and unless otherwise stated, the Customer must also link their Discord account within the Seller's platform, in accordance with §5.15.
17. In the case of the purchase of a Product that includes access to a dedicated server, channels, or group on Discord (hereinafter: "**Discord Space**"), access will be granted automatically, provided that the Customer has linked their Discord account with their account within the Seller's platform and the Customer's Discord account is present on the dedicated Discord server.

18. The Seller reserves the right to grant access to Discord spaces using other means, such as via a special password that needs to be provided to an authorization bot on Discord, or using other means. In such cases the Seller will provide access details to the Customer via email, within the Customer's access to the Seller's platform with materials, or using different means.
19. For more information on how to use Discord, visit the Discord website. [\[LINK\]](#).
20. When purchasing a Product that includes access to the Discord Space, the Customer is required to comply with the Discord Terms of Use available at [\[LINK\]](#).
21. For information regarding data processing by Discord, please refer to Discord's Privacy Policy [Discord's Privacy Policy](#).
22. Each Product may have a separate, dedicated channel or set of channels within the Discord Space. Access to such channels is granted exclusively to Users who have purchased the relevant Product or who have active access to it in accordance with the Offer.
23. The Customer has the right to use the access to the Discord space in a time-limited manner for the duration of the access to the Product under which the access was granted unless otherwise stated in the Offer. Afterwards the Seller can choose at any time to shut down the space, limit or revoke access to it, or continue its operation as before.
24. Due to the nature of the platform and the possibility for the Customer to share his/her image, the Seller has also regulated the issues of image preservation in these Terms and Conditions. [§6 Image]
25. As part of the need to contact the Customer regarding the Service and/or Product, the Seller may use the contact form / direct message available on the Discord platform.

**Group training (including online group training/ webinars/ online courses/Workshops/ Live Workshops).**

26. For details on Group Training, please refer to the Offer.
27. Group training sessions last a minimum of 120 minutes unless otherwise specified in the Offer.
28. Group training sessions are held as scheduled.
29. Due to the nature of Group Training, rescheduling by the Client is not possible. Absence during the Group Training does not constitute grounds for reimbursement of remuneration for the Training provided by the Seller in accordance with the schedule.
30. The Seller has the right to record Group Training.
31. Recording of the Training is not included in the price of the Training unless otherwise stated in the Offer.
32. In case of absence during the Group Training, the Client has the opportunity to receive access to additional materials (provided they have been made available by the Seller in accordance with the Offer). The materials will be made available on the platform, the link to which will be sent to the Client by the Seller or will be sent by email.

**Support to the Product (including online support, support in the form of video/feedback meetings)**

33. For detailed information on support, see the Offer.
34. The Customer has the right to use the support in a time-limited manner for the duration of its access to the Product under which the support was offered.

**Ranking (Scoreboard)**

35. For details on the scoreboard, see the Terms and Conditions and Offer.
36. The Ranking/Scoreboard is used to present and compare the results of Users using, among other things, the courses, online training and webinars available on the Platform. It is a tool that allows Users to monitor their own progress and observe the results of other Participants.

37. The Scoreboard presents only users' self-configured nicknames (hereafter referred to as "nicknames") and scores related to their activity on the Platform, such as the number of courses completed, points earned, or level of proficiency. In the case of the Global Scoreboard, this data is publicly available. In the case of individual Scoreboards for a given course, this data is available to all participants in that course.
38. Basic rules for using the Ranking:
  - Participation in the global Scoreboard is available to registered Users of the Platform. Participation in the individual Scoreboards for a given course is available to participants of a given course.
  - Users can compare their results with those of other participants.
  - The results presented on the board are for informational purposes only and are not linked to any prizes, privileges or gratuities.
39. Scores are updated automatically based on Users' activity on the Platform. The update occurs in real-time.
40. Users have the option to choose the nickname that will be presented on the scoreboard. In case the User does not want his/her results to be publicly visible, he/she has the option to hide his/her nickname on the scoreboard through the privacy settings in his/her profile.
41. The Seller reserves the right to remove or modify the results in case of any violations of the Terms and Conditions or fraudulent activity on the part of Users.
42. The results presented on the scoreboard do not give rise to any claims against the Platform or the Seller. The scoreboard is for entertainment, motivation and information purposes only.

#### **Other information about the Products**

43. Certain Products or their elements may be created, conducted or moderated by external Experts. In such cases, the Seller ensures the technical provision and operation of the Products, whereas the substantive content of the Product is provided by the Experts indicated in the Offer.
44. Certain elements of the Products, in particular practical exercises, may be made available using external tools provided by Experts, of which the Customer will be informed. Access to such elements may require the use of an identifier, password or other data necessary to verify the User's authorization to use the Product.
45. Certain practical exercises made available within the Products, due to their specific nature and the educational character of cybersecurity training, may involve software or sample files containing elements of malicious software. Such materials are provided solely for educational purposes and are clearly and visibly marked as specialist content involving increased technical risk. The User is obliged to use such materials exclusively in a secure test environment (sandbox/virtual machine), in accordance with the instructions provided by the Seller or the Expert. The Seller shall not be liable for any damage resulting from the execution of such materials outside the recommended environment or contrary to the provided Guidelines.
46. Materials containing samples of malicious software or files simulating its operation are clearly designated as specialist content involving increased technical risk. The User should review the applicable security instructions before commencing work with such materials.
47. Information provided by the Experts is of a general and educational nature. It does not constitute individual technical, legal or business advice, nor does it constitute an individual analysis or assessment of the Customer's situation in the field of cybersecurity.
48. The Seller reserves the right to cancel the online broadcast or Training for a valid reason no later than one day before the scheduled date of the event unless the valid reason is later (e.g. sudden illness, fortuitous event). In such a situation, an alternative date for the event will be scheduled, of which the Client will be notified. If the Customer cannot attend the new date, the Customer has the right to reject the Seller's proposal.
49. The Seller shall inform the Customer about, among other things, updates, software, including security features necessary to make the Product compatible with the Contract.

50. If the Customer cannot launch the shared file, material or access the Seller's Platform or other platforms, the Customer should contact the Seller.
51. The Seller extends at the request of the Customer access to the Product in the event that, for reasons attributable to the Seller, it was impossible to use the aforementioned Products (including, but not limited to, technical problems of the Seller's Platform preventing the use of the Products). The extension period corresponds to the period during which the Customer could not use the Product. The Customer is obliged to notify the Seller in case of the above-mentioned problems.
52. Only one person is entitled to use the Seller's Product (unless otherwise stated in the Offer). If the Participant is to be a person other than the Customer, the Customer shall indicate this to the Seller at the stage of placing the order or immediately after placing the order by indicating the Participant's email address at the stage of creating an Account on the Seller's platform. In such a case, the Client obliges the Participant to comply with the Terms and Conditions, in particular with the rules and obligations indicated in §5 - 8 and §12-13.
53. In the case of a corporate customer (in accordance with §13 of the Terms and Conditions), the Seller shall not be responsible for the malfunctioning/functioning of the Product/Page if the Customer's computer system has not been properly prepared and adapted to the technical conditions (due to, among other things, internal safeguards and limitations of computer systems), allowing the correct use of the Site/Product.

## §6 IMAGE

1. The Customer is aware that the image of the Participant shared through online transmission or group (e.g. Discord)/Platforms, may be processed by the Seller, including recording and dissemination for educational purposes, archival purposes and for purposes related to the performance of the Contract.
2. The customer is aware that online broadcasts may be recorded, and recordings of the broadcasts may be made available within the platform with materials/training/courses.
3. The Client - by turning on the camera during the online transmission (webinars/online meetings) or by sharing his/her image within a group (e.g. Discord)/platform, agrees to the Seller's recording, use and distribution of the Participant's image in the form of a recording/photographs of the online transmission/group for documentation and educational purposes and for the purpose of executing this Agreement.
4. Processing of the image of the Client/Participant for marketing and promotional purposes requires separate consent.
5. The image referred to above may be used for various forms of electronic processing, framing and composition, as well as juxtaposed with images of other persons participating in the online transmission, while the film and sound recording with its participation may be cut, edited, modified, added to other materials created as part of the Seller's activities. Consent includes all forms of publication.
6. The customer may not record, use and distribute the image of other participants/leaders without prior consent of the above-mentioned persons. In case of violation of the aforementioned provision, the Seller, as well as other persons whose right to image has been violated, shall have the right to file a claim for payment of damages and/or compensation in connection with the aforementioned action.

## §7 TECHNICAL CONDITIONS

1. The Customer may use the Site in accordance with the Terms and Conditions and applicable laws.
2. The Seller represents and warrants that the public nature of the Internet and the use of services provided electronically may be associated with the risk of obtaining and modifying Customer data by unauthorized persons, so Customers should use appropriate technical measures to minimize the risks indicated above.

3. In order to use the Store or place an order, it is necessary for the Customer to have:
  - 1) current version of a web browser supported by the manufacturer with Internet access. The recommended browser is Google Chrome; It is also possible to use other browsers (e.g. Opera, Mozilla Firefox), but the Seller does not guarantee the correct operation of the Seller's Store/Site within the above browsers;
  - 2) active email account.
4. In order to use the Products, it is necessary for the Customer to have:
  - 1) current version of a web browser supported by the manufacturer with Internet access. The recommended browser is one of the popular and used ones, such as Google Chrome; It is also possible to use other browsers (e.g. Opera, Mozilla Firefox), but the Seller does not guarantee the correct operation of the Seller's Store/Site within the above browsers;
  - 2) active email account;
  - 3) current tool/program that supports electronic files in the format indicated in the Offer (e.g., \*.zip, \*.pdf, \*.mobi, \*.pub, \*.doc, \*.docx, \*.xsl);
  - 4) an account on the Discord platform or on the Seller's platform in case the Offer indicates that the subject of the Agreement is, among other things, access to dedicated space or materials on the platform;
  - 5) access to headphones or a speaker for audio playback, as well as a microphone - in the case of a Product that includes online broadcasts or Training.
5. If additional technical requirements are necessary to use the Store or Products, the Customer will be informed before using the Store or before placing an order for a Product.

## §8 COPYRIGHTS AND LICENSES

1. All materials made available by the Seller, including Electronic Products, texts, photos, graphics, multimedia and trademarks are a work within the meaning of the Law on Copyright and Related Rights, subject to legal protection.
2. Copyright to the aforementioned materials is held by the Seller or another entity from which the Seller has obtained the appropriate license. The materials may also be used by the Seller on another legal basis.
3. It is forbidden for the Customer to share the Products or his account data with other parties.
4. The purchased Product may not be resold or distributed and sold commercially.
5. Unless otherwise stated in the Offer, the license granted to the Customer does not include the right to:
  - 1) permanent or temporary reproduction of the product in whole or in part, for purposes other than the creation of copies for personal use,
  - 2) to make any other changes in part or in whole of the Product,
  - 3) to distribute the product for a fee by any means and in any form,
  - 4) free distribution of the product by any means and in any form.
6. Any materials made available by the Seller may be used only by the Customer for its own use unless otherwise stated in the Offer. It is unauthorized to further distribute, share, rip or download in any way the materials outside the scope of permitted use.
7. In case of violation of the prohibition referred to in this paragraph, including copyright infringement, the Seller shall have the right to claim damages and compensation from the Customer. The Customer in the aforementioned scope may bear civil or criminal liability. The Seller, based on applicable regulations, may make a claim for:
  - 1) to cease violations or remove the consequences of violations;
  - 2) redress the damage caused by the infringement by paying double the appropriate remuneration which, at the time of its enforcement, would have been due by virtue of the granting by the authorized party of permission to use the work, or by paying compensation determined in accordance with the provisions of the Civil Code (the choice is up to the Seller)

- 3) disgorgement of profits obtained as a result of the infringement.
8. The Seller has the right to make periodic updates to Products, including, in particular, Electronic Products.

## §9 NON-CONFORMITY OF THE PRODUCT WITH THE CONTRACT

1. A Customer who is a Consumer or an Entrepreneur with Consumer Rights may file a complaint regarding the non-conformity of the Goods under the provisions of the Consumer Rights Act with respect to the laws of countries within the EU, EEA and outside the EEA, and these Terms and Conditions are not intended to limit or change them.
2. The complaint should be sent to the address of the Seller indicated in the Terms and Conditions (mailing or email address).
3. The complaint should contain data allowing identification of the Customer, the subject of the complaint and the demands related to the complaint. In the case of receipt of an incomplete complaint preventing its consideration, the Seller will call on the Customer to supplement it under the pain of leaving the complaint unprocessed. The Customer may file a complaint using the form attached as Appendix No. 3 to these Terms and Conditions. The above rules also apply to the complaint referred to in §10.
4. The Seller will consider the complaint within 14 days from the date of receipt unless otherwise specified in special provisions. The response will be sent to the Customer's email address.

## §10 ADDITIONAL CUSTOMER RIGHTS REGARDING DIGITAL CONTENT/SERVICE

1. This section sets out the rights of the Consumer and the Entrepreneur with Consumer Rights in the case of contracts for the provision of content/digital service. The details of the Customer's rights are determined by the provisions of the Consumer Rights Act with respect to the laws of countries within the EU, EEA and outside the EEA, and these Terms and Conditions are not intended to limit or change them.
2. If the digital content or digital service is not in conformity with the contract, the customer may demand to be brought into conformity with the contract, or make a declaration to reduce the price or withdraw from the contract.
3. The Seller may refuse to bring the digital content or digital service into conformity with the contract if bringing the digital content or digital service into conformity with the contract in the manner chosen by the Customer is impossible or would require excessive costs for the Seller.
4. If the digital content or digital service is not in compliance with the contract, the customer may submit a statement of price reduction or withdrawal from the contract when:
  - 1) to bring it into compliance with the Agreement is impossible or requires excessive costs
  - 2) The Seller failed to bring the digital content or digital service into compliance with the contract;
  - 3) non-conformity with the Contract continues to exist even though the Seller has attempted to bring the digital content or digital service into conformity with the Contract;
  - 4) the lack of compliance of the digital content or digital service with the Agreement is so significant as to justify an immediate price reduction or withdrawal from the Agreement;
  - 5) it is clear from the Seller's statement or circumstances that it will not bring the digital content or digital service into conformity with the Agreement within a reasonable time or without undue inconvenience to the Customer.
5. The customer may not withdraw from the Contract if the digital content or digital service is provided in exchange for the payment of a price, and the lack of compliance with the contract is insignificant.
6. If the Customer has not received the content or digital service, the Customer shall inform the Seller. If they are not delivered promptly or within an additional period expressly agreed by the parties, the Customer may withdraw from the contract.

7. The customer may withdraw from the contract without calling for delivery of digital content or digital service, if:
  - 1) The Seller has stated or it is clear from the circumstances that it will not provide digital content or digital service or
  - 2) The parties agreed or it is clear from the circumstances of the conclusion of the contract that the specified date of delivery of the digital content or digital service was of significant importance to the Customer, and the Seller failed to deliver it within this period.

## §11 WITHDRAWAL FROM THE CONTRACT

1. This chapter sets out the rules of withdrawal from the Contract by the Consumer and Entrepreneur with Consumer Rights, respecting the laws of countries within the EU, EEA and outside the EEA.
2. The Customer who is a Consumer or an Entrepreneur acting on the rights of a Consumer has the right to withdraw from the contract within 14 days, subject to the provisions below. In order to exercise the right to withdraw from the contract, the Customer should inform the Seller about it by an unequivocal statement, sending, for example, an email or a letter to the address indicated in the Terms and Conditions. For more information on the right of withdrawal, please see Appendix 1 and 2 to the Terms and Conditions.
3. The right to withdraw from the Contract does not apply to the Contract:
  - 1) for the provision of services for which the Customer is obliged to pay the price, if the Seller has performed the service in full with the express and prior consent of the Customer, who was informed before the start of the service, that upon full performance by the Seller the Customer will lose the right to withdraw from the Contract, and accepted it;
  - 2) for the provision of digital content not delivered on a tangible medium, for which the Customer is obliged to pay the price if the Seller has begun the performance with the express and prior consent of the Customer, who was informed before the start of the performance that after the Seller's performance will lose the right to withdraw from the contract, and has acknowledged this, and the Seller has provided the Customer with confirmation of receipt of consent;
4. The customer referred to in paragraph 1 shall be liable for any diminution in the value of the Product due to the use of the Product beyond what is necessary to ascertain the nature, characteristics and functionality of the Product.
5. In the event of withdrawal from the contract for the provision of digital content or digital service, the customer shall refrain from using such digital content or digital service and making it available to third parties.

## §12 USER ACCOUNT

1. The Seller may allow the Customer to create a User Account within the Seller's Platform.
2. A User Account is an individual panel launched on behalf of the Customer by the Seller for the purpose of using the Seller's Products after the Customer registers and enters into a free contract for the creation and maintenance of a User Account, hereinafter referred to as the Account. The contract for the creation and maintenance of a User Account is concluded for an indefinite period of time (unless otherwise stated in the Offer).
3. It is forbidden to share a User's Account with any third parties other than those to whom access has been assigned.
4. Establishing a User Account is necessary to access the User Account and to access the Product, provided that the Product is made available on the User Account.
5. The Seller sends the email address indicated by the Customer information about the possibility of creating a User Account or, if the Account is created automatically - information about the creation of the

Account. The Customer shall establish an individual password for the Account. The Customer is obliged to establish an individual password also in case the password is generated automatically by the system for the purpose of User Account registration. After registering an Account, the Customer should immediately establish a new password.

6. The Customer may submit a request for deletion of the Seller's User Account by email or any other method accepted for communication with the Seller with 14 days' notice without stating a reason.
7. The Customer may also delete the Account himself, confirming in a two-step form by entering the previously established individual Account password and confirming the deletion by activating the link sent to the User's email address.
8. Deletion of a User Account may result in the loss of access to the Products provided under the User Account.
9. It is forbidden for Users to use the Site or Services in a manner that violates the law, morality, personal rights of third parties or the legitimate interests of the Service Provider.
10. In the case of use of the Website in a manner inconsistent with the Terms and Conditions or laws, the User's account may be blocked.
11. The user will be informed of the blocking of the account via email.
12. The Seller may terminate the Agreement for the creation and maintenance of a User Account:
  - 1) for important reasons with 14 days' notice (applies to a Customer who is a Consumer or Entrepreneur with Consumer Rights); an important reason should be understood as, in particular, violation by the Customer of the provisions of the Terms and Conditions or legal regulations, as well as an undertaking by the Customer actions contrary to good morals;
  - 2) without giving a reason immediately (applies to a Customer who is not a Consumer or an Entrepreneur with Consumer Rights).

## §13 COMPANY USER ACCOUNT

1. A Company User Account is an individual panel launched for the benefit of persons to whom the Client has provided a code to register and set up a Company User Account.
2. A Company User is a person to whom the Customer has provided a code to register and set up a Company User Account (including but not limited to an employee, co-worker of the Customer).
3. A Company User Account is created within the User Account referred to in §12 of the Terms and Conditions, after the conclusion of the contract by the Customer, upon acceptance of the Terms and Conditions by the Company User.
4. Expiration/termination of the Contract for maintaining a Company User Account is not the same as expiration/termination of the Contract for maintaining a User Account. The rules for expiration/termination of the User Account Agreement are set forth in §12 of the Terms and Conditions.
5. It is forbidden to share a Company User's Account with third parties other than those to whom access has been assigned.
6. It is forbidden for a Company User to use the Platform in a way that violates the law, good morals, personal rights of third parties or the legitimate interests of the Organizer, and it is forbidden to provide content of an unlawful nature.
7. In the case of use of the Platform in a manner inconsistent with the Terms and Conditions or laws, the User's Account may be blocked.
8. The User and the Customer will be informed about the blocking of the Account via email.
9. The Company User may submit a request for deletion of the Company User Account, of which the Organizer will inform the Client. A request for deletion of the Company User Account may also be made by the Customer.
10. The Seller shall delete the Corporate User Account immediately after the above request, no later than 14 days from the date of the request.

11. Deletion of the Company User's Account may involve loss of access to the Products made available within the User's Account and loss of statistics and information indicated in paragraph 14.
12. If the Agreement also includes the provision of a so-called administrator panel to the Client for the purpose of verifying the User's progress, the Client is obliged to inform the User of the nature of the aforementioned service. In addition, this information may also be indicated by the Organizer.
13. The Administrator's Panel allows the Client to monitor the progress of a Company User (including verification of whether the User has registered an Account, what training courses the User has attended, how much time the User has spent watching, as well as information about other activities and actions taken by the Company User in accessing the Company User's Account).
14. The rules for entrusting the Customer with the processing of personal data are set forth in a separate agreement with the Customer. The obligation to provide information regarding GDPR, FADP, and the processing of information referred to in paragraph 14 rests with the Client.

## §14 SPECIFIC PROVISIONS FOR ENTREPRENEURS

1. The provisions indicated in this paragraph apply to the Entrepreneur who is not an Entrepreneur with Consumer Rights.
2. The competent court to resolve any disputes arising between the Seller and the Entrepreneur who is not an Entrepreneur with Consumer Rights is the court with jurisdiction over the seat of the Seller.
3. The Parties exclude the Seller's liability for non-conformity of the Goods with the Contract/defect of the item against the Entrepreneur who is not an Entrepreneur with Consumer Rights.
4. The Seller has the right to terminate the contract with immediate effect to the Entrepreneur who is not an Entrepreneur with Consumer Rights. For this purpose, the Seller shall send the Entrepreneur a statement on termination of the contract to the email address or mailing address. The Entrepreneur waives any claims in this regard.
5. The Seller shall not be liable for lost profits to a Entrepreneur who is not the Entrepreneur with Consumer Rights.

## §15 USER CONTENT

### Unacceptable User Content

1. It is forbidden for the User to post Content that constitutes illegal content as defined in the DSA Digital Services Act or otherwise does not comply with these Terms and Conditions.
2. "Illegal Content" is defined as illegal content, products, services and activities.
3. You may not post Content that:
  - 1) are terrorist in nature;
  - 2) are contrary to the law, good morals;
  - 3) have the nature of spam or notoriously appear on the Service without a legitimate purpose;
  - 4) are offensive, contain content with terms considered hate speech, threats, and when it contains content inciting or fostering violence, content indicating harassment, racist content, discriminatory content, denigration;
  - 5) violate or restrict the rights of third parties, in particular the right to privacy, the right of publicity, the right to protection of personal data, trademarks or copyrights;
  - 6) serve to conduct competitive activities or constitute an act of unfair competition;
  - 7) are used to conduct unauthorized advertising, promotional and marketing activities;
  - 8) are used to conduct activities prohibited by law, such as financial fraud;
  - 9) propagate a fascist or other totalitarian state system;
  - 10) defame or insult any person;

- 11) violate the personal rights of any person;
  - 12) contain vulgarities or other content of an offensive nature;
  - 13) offend religious feelings.
4. The Seller shall not be liable for User Content posted on the Website, provided that the Seller:
- 1) does not have actual knowledge of the User's illegal activity or illegal Content, and, with respect to claims for damages, does not know of facts or circumstances that clearly demonstrate the User's illegal activity or illegal Content, or
  - 2) take prompt and appropriate action to remove or prevent access to illegal User Content or otherwise limit its visibility or monetization when it obtains such knowledge or knowledge.
5. The Seller shall notify the relevant services/law enforcement agencies in the event that the User may have committed, is committing or may commit a crime endangering the life or safety of a person/persons, and provide all information available to him on the subject.

### User Content Moderation

6. The Seller may verify User Content at any time.
7. The Seller shall conduct the verification with due diligence, in an objective and proportionate manner, and with due regard to the rights and legitimate interests of all parties involved, including respect for the fundamental rights of the recipients of the service, such as freedom of expression, media freedom and pluralism, and other fundamental rights and freedoms.
8. Verification may take place pre-emptively or post-verification, i.e. after the Content is published - depending on the type of User Content and functionality provided.
9. If any User Content is found to be inconsistent with these Terms and Conditions, the User Content may be blocked and become invisible to other Users or may be removed from the Service or its visibility may be otherwise restricted. The Seller may also restrict the monetization of the aforementioned Content.
10. If a User uses the Service in violation of these Terms and Conditions, in addition to actions regarding the possibility of deleting/blocking Content or otherwise limiting its visibility and/or monetization, the Seller may delete the User's Account or temporarily or permanently prevent the User from using certain functionalities of the Service.
11. The Seller is obliged to act with due diligence, in an objective, proportionate manner and with due regard to the rights and legitimate interests of all parties involved, including in accordance with freedom of expression and information and other fundamental rights and freedoms. The Seller shall inform of its decision indicating the reasons for it.
12. In the case of taking the actions referred to above, the User who is affected by the actions taken may file an appeal according to the rules described in this paragraph [cf. Appeal Procedure].

### Reporting User Content

13. Any person or any entity may report to the Seller the presence of the Service on User Content that the person or entity considers to be illegal content within the meaning of the Digital Services Act (DSA).
14. Application may be made by email, to the contact address provided in the introduction to the Terms and Conditions, including using the form attached as **Appendix 4** to the Terms and Conditions.
15. The notification referred to in the provision above should include:
  - 1) A reasonable explanation of the reasons why a person or entity alleges that User Content does not comply with these Terms and Conditions;
  - 2) indicating the exact electronic location of the information, such as the exact URL and additional information to identify User Content, according to the type of User Content and the specific type of hosting service;
  - 3) The name and surname or name and email address of the person or entity making the report, except for a report on information considered to be related to one of the crimes referred to in Articles 3-7 of Directive 2011/93/EU;

- 4) a statement confirming the bona fide belief of the person or entity making the notification that the information and allegations contained therein are correct and complete.
16. The notification should allow for the identification of the notifier, while this is not a mandatory element, unless identity is necessary to determine whether the Content in question constitutes potential illegal Content.
17. Immediately upon receipt of the notification referred to in paragraph 1, the Seller shall send the User a confirmation of receipt of the notification - electronically, to the email address provided (provided that the notification contains contact information allowing the confirmation to be sent).
18. If the application is incomplete or contains other errors that make it impossible to consider the application, the Seller may request the applicant to supplement or correct the application, including, in particular, when it concerns, among other things, confirmation of the rights held that are potentially violated. Failure to supplement or correct the application no later than 14 days from the date of the request by the Seller may be grounds for leaving the application unprocessed.
19. Verification of User Content by the Seller in connection with a report shall be carried out immediately, no later than 14 days from the date of receipt of the report allowing for its consideration, unless, due to the type of illegal Content covered by the report and the urgency of the action, the verification should take place earlier (e.g., when the Content involves a threat to the life or safety of persons).
20. The Seller conducts the verification with due diligence.
21. The purpose of reporting and verifying Content is to remove information considered to be illegal Content or to prevent access to it, with the proviso that it shall not lead to undue infringement of other Users' freedom of expression and information.
22. In the course of verification, the Seller is entitled to block User Content so that it becomes invisible to other Users or to take other actions as described in this Section.
23. Upon verification, the Seller may permanently suspend or remove User Content as violating these Terms and Conditions or otherwise limit its visibility or monetization, or determine that the User Content does not violate these Terms and Conditions. If User Content was previously blocked, and after verification, it is found that the User Content does not violate these Terms and Conditions, the Seller shall restore the User Content to its original state.
24. In the event of taking the action referred to above, the Seller shall immediately notify both the notifier and the User who posted the User Content giving reasons for its decision.
25. In the event that the actions mentioned above are taken or not taken, the User who posted such User Content or the submitter may file an appeal in accordance with the rules described in this paragraph [cf. Appeal Procedure].
26. If, for technical or operational reasons, the Seller is unable to remove a particular piece of information, the Seller shall inform the applicant.
27. The appeal will be considered by the Seller. Appeals will not be processed by automated means.

### **Appeal procedure**

28. In case:
  - a) The Seller has not blocked or removed the User's Content or restricted visibility despite a report from another User or a third party;
  - b) User Content has been blocked or removed or whose visibility has been restricted in violation of these Terms and Conditions;
  - c) The Seller has made decisions to suspend or terminate the service, in full or in part,
  - d) The Seller has made decisions to suspend or close the Account
  - e) The Seller has made decisions to suspend, terminate or otherwise limit the ability to monetize information,The user who submitted the User Content, or the person who submitted the User Content for verification, may file an appeal.

29. Any decision of the Seller, as referred to above, must include a justification that will allow an appeal to be filed, except where there are legal grounds for refusing to justify the decision. The justification must meet the requirements of the Digital Services Act (DSA) and include such information as:
- a) An indication of whether the decision includes removing User Content, preventing access to it, deposition or limiting the visibility of User Content, or suspending or terminating monetary payments relating to such User Content, or imposing other measures referred to in the Terms and Conditions with respect to such User Content, and, if applicable, the territorial scope of the decision and its duration;
  - b) the facts and circumstances on the basis of which the decision was made, including, where applicable, information on whether the decision was made on the basis of a report made by another User or a third party or on the basis of voluntary verification activities conducted on the Seller's own initiative, and, when absolutely necessary, the identity of the notifier;
  - c) where applicable, information about the use of automated means in decision-making, including whether the decision was made with respect to User Content detected or identified using automated means;
  - d) if the decision concerns potentially unauthorized User Content, an indication of the legal basis on which the decision is based, and an explanation of the reasons why the User Content in question is considered unauthorized on that basis;
  - e) if the decision is based on the alleged inconsistency of the information with these Terms and Conditions, an indication of the contractual basis on which the decision is based, and an explanation of the reasons why the information in question is considered inconsistent with this basis;
  - f) Clear and user-friendly information on the options available to the user or notifier to appeal the decision.
30. The appeal can be submitted electronically to: [contact@hexarcana.ch](mailto:contact@hexarcana.ch)
31. The appeal should contain the necessary information to allow its consideration, including, among other things, the identification and contact information of the appealing User and a detailed justification indicating the irregularities in the Seller's decision.
32. The Seller shall immediately confirm receipt of the appeal by email to the indicated email.
33. The appeal shall be considered within 14 days from the date of filing the appeal.
34. In the event that the appeal contains sufficient grounds to conclude that the Seller's decision is incorrect/unjustified, the Seller shall immediately rescind its decision.
35. The appeal will be considered by the Seller/supervised by the Seller's staff.

## §16 FINAL PROVISIONS

1. During the period of force majeure, the parties to the Contract shall be relieved from any liability for non-performance or improper performance of the Contract, provided that the circumstances of force majeure constitute an obstacle to the performance of the Contract. The above shall also apply in the period immediately preceding or immediately following the occurrence of force majeure, if only during the indicated period the impact of force majeure will constitute an obstacle to the performance of the contract.
2. "Force majeure" shall be understood as an event of a fortuitous or natural nature, completely independent of the will and action of the Parties, which could not have been foreseen and could not have been prevented, in particular such events as flood, burglary, war, act of terror, introduction of a state of emergency.
  - 2.1. Unless otherwise provided in the Terms and Conditions, the Seller shall be liable to the User resulting from the non-performance or improper performance of the Agreement for the provision of electronic services, only if the non-performance or improper performance of these services is the Seller's fault.
  - 2.2. The Seller of the Website is not responsible for any events and damages resulting from:
    - a) Failure of the User to comply with the technical requirements necessary to use the Website

- b) unauthorized use of the Service by the User or another person,
  - c) malicious or infringing act or omission of any Internet user,
- 2.3. The Seller shall not be liable for incorrect completion of forms on the Website by Users, and in particular shall not be liable to third parties whose data were added to the Website form without their knowledge and consent.
- 2.4. In the event that the Seller suffers damage as a result of the User's provision of content and data referred to above, the Seller will be entitled to seek compensation on general terms.
3. In a situation where the Customer is from outside the Seller's country, he should inform the Seller about it, indicating information about his place of residence/site, so that it is possible to settle the tax in accordance with the regulations applicable to him.
4. In the use of the Products, it is prohibited to provide information of an unlawful nature and to act in a manner contrary to the law, morality or violating the personal rights of third parties.
5. During the operation of the Service, the Seller has the right to change the Terms and Conditions for important reasons, including but not limited to.
- a) changes to policies and guidelines to align with current operations or to prevent fraud,
  - b) Increase security and more efficient technical operation of the Service,
  - c) change in the scope of the Services provided,
  - d) to fulfill legal, administrative or other specified obligations,
  - e) changes in the law affecting the Terms and Conditions or operations of the Service
- Users will be notified of changes to these Terms and Conditions no less than **14 days** before they take effect. This deadline may not be met if a regulatory obligation or change in the law, as well as the need to prevent abuse or enhance the security of the Service requires a shorter notification period.
6. Amicable settlement of disputes and handling of complaints. The consumer can turn to:
- 1) of the permanent amicable consumer court with a request to resolve a dispute arising from the contract;
  - 2) provincial inspector of the Trade Inspection with a request to initiate mediation proceedings, for an amicable settlement of the dispute between the Customer and the Seller;
  - 3) district (city) consumer ombudsman or a social organization whose statutory tasks include consumer protection in order to obtain assistance on the contract.
7. The Seller reserves the right to make changes to the Terms and Conditions for important reasons, including, in particular, due to changes in the law to the extent that these changes force the Seller to also change the content of these Terms and Conditions, in particular, changes in the Law on Consumer Rights, the Law on Provision of Electronic Services, as well as by virtue of applicable administrative decisions or court rulings to the extent corresponding to the issued decisions / rulings, and in the event of a significant change in business factors, as long as there is a causal relationship between the above-mentioned change and a change in the cost of providing services by the Seller.
8. In the case of conclusion of contracts other than continuous contracts (e.g. Sales Agreement) on the basis of these Terms and Conditions, the amendments to the Terms and Conditions shall not in any way affect the rights acquired by the Customers who are consumers or Entrepreneurs with Consumer rights before the effective date of the amendments to the Terms and Conditions, in particular, the amendments to the Terms and Conditions shall not affect the Orders already placed or placed and the Sales Agreements concluded, executed or performed. Agreements concluded before the new Terms and Conditions came into effect shall be governed by the version of the Terms and Conditions in effect on the date of conclusion of the Agreement by the Customer.
9. The applicable law is Polish law, subject to paragraph 11.
10. The competent court shall be a Polish court subject to paragraph 11.
11. In the case of a Customer who is a consumer, the provisions of the Terms and Conditions do not deprive the consumer of the protection granted by the laws of the country of his habitual residence, which cannot be excluded by contract. If the provisions that apply in the consumer's country are more favorable to the

consumer, and these provisions cannot be excluded by contract, they will apply in the contract concluded between the Customer and the Seller.

12. The controller of the personal data provided by the Customer while using the Store is the Seller. Detailed information regarding the processing of personal data by the Seller is available in the Privacy Policy:

1) <https://hackarcana.com/privacy-policy>

2) <https://hexarcana.ch/privacy-policy>

13. Terms and Conditions are effective as of 2025-03-16.

## Appendix No. 1 - Letter of withdrawal from the contract

### INSTRUCTIONS ON WITHDRAWAL FROM THE CONTRACT

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period expires after 14 days from the date of conclusion of the contract.

To exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (for example, a letter sent by mail or email).

Our contact information: HexArcana Cybersecurity GmbH (a limited liability company) based in Cholenmoosweg 5, 8942 Oberrieden, Switzerland, represented by Michal Składnikiewicz, email address: [contact@hexarcana.ch](mailto:contact@hexarcana.ch)

You may use the model withdrawal form, but it is not mandatory. In order to comply with the withdrawal period, it is sufficient for you to send information concerning the exercise of your right of withdrawal before the expiry of the withdrawal period.

#### Effects of withdrawal from the contract

In the event of withdrawal from this contract, we will return to you all payments received from you, promptly and in any case no later than 14 days from the day we are informed of your decision to exercise your right to withdraw from this contract. We will return the payments using the same means of payment that you used in the original transaction unless you have expressly agreed otherwise; in any case, you will not incur any fees in connection with this return.

If you have requested the beginning of the performance of services before the expiration of the withdrawal period, you will pay us an amount proportional to the extent of the services performed up to the moment you informed us of your withdrawal from this contract.

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**Appendix No. 2 - Model withdrawal from the contract**

Our contact information: HexArcana Cybersecurity GmbH (a limited liability company) based in Cholenmoosweg 5, 8942 Oberrieden, Switzerland, represented by Michal Składnikiewicz, email address: [contact@hexarcana.ch](mailto:contact@hexarcana.ch)

**MODEL WITHDRAWAL FORM**

(This form must be completed and returned only if you wish to withdraw from the contract)

I withdraw from the contract dated\*.... concerning\*/consisting of\*.....

Customer's name, address\* .....

Date\* .....

Signature\*..... (as long as sent in hard copy)

\* complete

---

**Appendix No. 3 - Complaint Form**

Our contact information: HexArcana Cybersecurity GmbH (a limited liability company) based in Cholenmoosweg 5, 8942 Oberrieden, Switzerland, represented by Michal Składnikiewicz, email address: [contact@hexarcana.ch](mailto:contact@hexarcana.ch)

**COMPLAINT FORM**

*(fill out the form if you want to make a complaint about the non-conformity of the Product with the Contract)*

Regarding order no: \_\_\_\_\_ dated \_\_\_\_

About the product: \_\_\_\_\_ [product description].

I inform you that the goods purchased by me are not in conformity with the contract. The non-conformity of the Product with the contract consists of: \_\_\_\_\_

Non-compliance was found on \_\_\_\_\_

In view of the above, please: \_\_\_\_\_ (indicate claim).

Name, address of Customer\* ... Signature\* ... (if sent in hard copy)

Date ..... \* complete

## Appendix No. 4 - Notification of violation regarding user content

If you have noticed illegal content, you can report it according to the terms of our Terms and Conditions.

\*The administrator of the personal data provided in the form is HexArcana Cybersecurity GmbH (a limited liability company) based in Cholenmoosweg 5, 8942 Oberrieden, Switzerland, represented by Michal Składnikiewicz, email address: [contact@hexarcana.ch](mailto:contact@hexarcana.ch) Personal data is processed for the purpose of handling your request on the basis of Article 6(1)(c) of the GDPR in conjunction with Article 16 of the DSA in accordance with the [Privacy Policy](#).

### INFRINGEMENT REPORT ON USER CONTENT

Date: .....

Submitter details: .....

Email address: .....

Notification of illegal content refers to Content that :

*Mark the appropriate*

- are terrorist in nature;*
- are contrary to the law, good morals;*
- have the nature of SPAM or notoriously appear on the Service without a legitimate purpose;*
- are offensive, contain content with terms considered hate speech, threats, and when it contains content inciting or fostering violence, content indicating harassment, racist content, discriminatory content, denigration;*
- violate or restrict the rights of third parties, in particular the right to privacy, the right of publicity, the right to protection of personal data, trademarks or copyrights;*
- serve to conduct competitive activities or constitute an act of unfair competition;*
- are used to conduct unauthorized advertising, promotional and marketing activities;*
- are used to conduct activities prohibited by law, such as financial fraud;*
- propagate a fascist or other totalitarian state system;*
- Defame or insult any person;*
- violate the personal rights of any person;*
- contain vulgarities or other content of an offensive nature;*
- offend religious feelings.*

*Other circumstances that justify declaring content illegal:*

.....

Illegal Content is located at (indicate specific URL):

.....

Additional information/clarification of illegal Content (*indicate additional information/circumstances/data that will allow us to better consider the case, indicate them here:*

.....

.....

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Submitter's Statement:

*I declare that the application is made in good faith and belief that the information and allegations indicated in the application are correct and complete (Article 16 (2) (d) of the Digital Services Act).*

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.....  
*Signature of the Submitter  
(if applicable)*