

## TERMS OF SERVICE OF SPOOLFINDER WEBSITE

These Terms of Use prescribe the terms and conditions of the use of the Szpulomat website available here: [www.szpulomat.pl](http://www.szpulomat.pl), its international versions operated under Spoolfinder domains (e.g. [spoolfinder.com](http://spoolfinder.com), [spoolfinder.co.uk](http://spoolfinder.co.uk), [spoolfinder.us](http://spoolfinder.us), [spoolfinder.de](http://spoolfinder.de), [spoolfinder.fr](http://spoolfinder.fr)), (“Szpulomat,” “Website”) and the services provided by the Service Provider. Irrespective of the used address, all the mentioned versions constitute one Website exploiting the same Database and is subject to the same, unified terms prescribed in the Terms of Use.

When registering or otherwise using the Website, the User accepts these Terms of Use and the Privacy Policy, which constitutes a supplement to these Terms of Use and contain all particulars on how the Users’ personal data are processed.

The services and functionalities provided through the Website are delivered and performed by Maciej Marczuk, pursuing a business activity in Warsaw at ul. Królowej Marysieńki, nr 21, lok. 89, 02-954, Tax Identification Number NIP: 9512010408 (“Service Provider”).

You can contact the Service Provider via e-mail at [contact@spoolfinder.com](mailto:contact@spoolfinder.com) and by phone at +48 572 830 747.

Some of the presented links to Partners’ Products are affiliate links, which means that the Service Provider may gain commission on the sales made by a Partner.

Any User willing to use the Website is obliged to become acquainted with these Terms of Use first. The Terms of Use and other terms of Services are provided to all interested persons free of charge prior to the conclusion of the Agreement (on the Website), as well as – upon request – in a manner that enables the User to obtain, reproduce, and record the content of the Terms of Use by means of a used ICT system. If the User does not accept the provisions of these Terms of Use, then he/she may not use the Services or obtain access to them.

The Website only operates as a search and comparison engine for Products and a platform for gathering and publishing Users’ Content.

The Service Provider is neither an intermediary nor a party to commercial transactions between the Users and the Partners. The agreements for the sales of Products are concluded only between a Partner and the User.

### **1. DEFINITIONS**

- 1.1. The meanings of the terms used in the Terms of Use are provided below (whereby references to expressions in singular also apply to expressions in plural and vice versa).
  - 1.1.1. Database – an organised collection of data and information on filaments, prices, suppliers, ranks, and metadata, belonging to the Service Provider.
  - 1.1.2. Account – a service rendered by electronic means, individually assigned to the registered Users, enabling them, among other things, to publish Content.
  - 1.1.3. Opinion – content provided by the User, his/her opinion on Products, containing his/her experience connected with the use of a Product;
  - 1.1.4. Offer – information about a Product, displayed as part of the Website functionalities, provided by a Partner, and constituting an invitation to visit the Partner’s Store.

- 1.1.5. Partner – a natural or legal person or an organisational unit cooperating with the Service Provider on the basis of a separate agreement, as part of a business or professional activity, for the purpose of presenting their Products on the Website.
- 1.1.6. Privacy Policy – the document governing the security and protection of the privacy and processing of the Users' personal data; the Privacy Policy supplements these Terms of Use and is available at <https://spoolfinder.com/docs/privacy-policy-en.pdf>
- 1.1.7. GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC
- 1.1.8. Force Majeure – a sudden, external event, beyond the control of the Party to the Agreement claiming it, which could not have been foreseen and could not have been prevented by the exercise of due diligence, including in particular: hacker attacks, natural disasters, or disasters of a different nature, sovereign acts of common nature
- 1.1.9. (Partner's) Store – a website owned and administered by a Partner, by means of which a sales agreement concerning a Product may be concluded.
- 1.1.10. Products – filaments, products used in 3D printing, or other products displayed as part of the Website functionalities, being the subject matter of Offers on the Website.
- 1.1.11. (User's) Content – information, content, Opinions, or material published, created, or uploaded by the Client within the Account or the User as part of using the Services.
- 1.1.12. Agreement – an agreement concluded between the Service Provider and the User the subject matter of which is the User's use of the Website and the provision of the Services to the User;
- 1.1.13. Services – services provided by the Service Provider free of charge and by electronic means, which consist in particular in provision of the Website functionalities to the Users, in particular the functionalities that enable the User to run the Account, to publish Content, and browse Offers.
- 1.1.14. User – a natural or legal person or an organisational unit with full capacity to perform acts in law using the Website.

## **2. WEBSITE**

- 2.1. In order to enjoy all functionalities of the Website, the User must satisfy the following minimum technical requirements: (a) a device with access to the Internet that enables the correct display of the Website interface, (b) an active e-mail account; (c) an installed latest version of the Internet browser: (d) enabled Cookie and Java Script support (subject to respective provisions of the Privacy Policy).
- 2.2. The Service Provider has the right to modify elements and functionalities of the Website or the Services, which will not be regarded as amendment of the Agreement. Whereby the Service Provider guarantees that such amendments will not entail deterioration of the quality of the Services.
- 2.3. The Services and the Website as well as their components, including the design and markings of the Website, are protected by copyright or other rights related to intellectual property, such as trade marks, industrial designs, or trade secrets, belonging to the Service Provider (with the exclusion of the Content and some Offers on the Website). Such elements may not be reproduced, distributed, or published, as a whole or in parts, by the Users without consent of the Service Provider determined by the Service functionalities. In particular, the Users are not allowed to reproduce, disseminate, lend, dispose of, or otherwise redistribute, directly or indirectly, whether against charge or free of charge, any elements of the Website otherwise than through the Service Provider.

- 2.4. Any rights to the Database, including the rights under the Act on copyright and related rights and the Act on the protection of databases, are vested in the Service Provider. In particular, it is not allowed to reuse, download, copy, multiply, or extract (scrape) all or a significant part of the Database (prices, descriptions, metadata, reviews, etc.). This prohibition applies in particular to the methods of automatic data collection, including indexing robots, bots, and other extraction tools, as well as automated tools that enable the use of the Website without the User's involvement.
- 2.5. Any actions by the User involving unauthorised access, copying, or hindering data processing may constitute a violation of the law, in particular: a) unlawful acquisition of information (Article 267 § 1 and 2 of the Criminal Code), b) destruction of IT data (Article 268a § 1 of the Criminal Code), c) illegal processing of personal data.
- 2.6. The Service Provider reserves the right to take any legal measure, in this to file a notification on a suspected crime, where the provisions of this section are violated.

### **3. ACCOUNT AND SERVICES**

- 3.1. In order to enjoy all Services, e.g. to add Content, the User must have an active Account. For this purpose, the registration procedure must be completed following the directions available on the Website and in line with the provisions of the Terms of Use. If the User is only interested in the Offer search engine on the Website, registration is not required.
- 3.2. Upon completion of the registration procedure, an Agreement is concluded between the Service Provider and the User for an unlimited period of time, provided that the conditions prescribed by the Terms of Use are satisfied.
- 3.3. Each User may have one Account.
- 3.4. The Services provided to the Users are free of charge.
- 3.5. The User may delete the Account at any time without providing reason, by using the button "Remove the Account" or another similar button. Requesting removal of the Account is tantamount to filing the Agreement termination notice.
- 3.6. A violation of the Terms of Use, in particular the rights to the Website, may cause the Service Provider respond in either of the following manners: (a) warning addressed at the User, (b) blocking access to the Account, (c) removing the Account and thus terminating the Agreement with immediate effect, (d) preventing the User from establishing the Account again.
- 3.7. Along with the Account removal, all the Content of the relevant User is deleted.
- 3.8. Each time the User warrants and represents that: (a) he/she is the owner or legal holder of the Content at least to the extent required pursuant to their commitment to abide by the provisions of the Terms of Use, (b) the Content does not infringe third persons' rights, (c) using and managing the Content within the frames of Services will not infringe third persons' rights, (d) he/she is authorised to grant the licence referred to below.
- 3.9. The User may not provide onto the Website any Content that may: (a) infringe personal rights or interests of third parties, (b) promote infringement of intellectual property rights, in particular copyrights, and personal interest, what involves, among others, suggesting methods facilitating infringement of such rights or encouraging such behaviours, (c) propagate ideologies, methods, and practices contrary to the idea of the Website, (d) be of erotic nature or otherwise be unsuitable for persons under the age of 18, (e) contain threats, incite aggression, or contain elements of unfounded violence, (f) include materials that may be used for unlawful, misleading, malicious, or discriminatory purposes, (g) evidently contradict the rules of social co-existence, common moral and social norms, or rules of netiquette, (h) contain vulgarisms and phrases that may in any way violate someone's dignity or Partners' good name. (i) may be of a matrimonial nature (j) promote other websites or other Internet service providers competitive to the Service Provider or

the Partners, (k) propagate hatred based on race, nationality, denomination, or worldview-related reasons.

- 3.10. Upon placement of the Content on the Website, it is published and may be generally viewed by third persons, and for this purpose the publishing User grants the Service Provider a license with the right to grant further licenses, without any limitations as to the territory and time, to use and dispose of (which in particular consists in public performance, exhibition, as well as making the Content available in a manner so that anyone may access it where and when they see fit) the entire Content or a part of it, in a scope necessary for the provision of Services, and additionally for the purpose of disseminating the Content in the Service Provider's social media, in this creating and presenting summaries of Opinions, preparing derivative works on their basis.

#### **4. SEARCH ENGINE AND BROWSING OFFERS. RULES FOR PLACING**

- 4.1. Within the Website, it is possible to independently select the criteria for displaying Offers using the Website's search engine functionality.
- 4.2. Within the search engine, the User may select any search parameters, such as price or price per kilogram. The Website indicates filters or parameters that can be used.
- 4.3. The Service Provider does not offer paid positioning or sponsored results.
- 4.4. Some links may be affiliate links, but this does not affect the order in which the Offers are displayed.
- 4.5. The User may change the order by selecting a different sorting criterion.
- 4.6. The Service Provider does not take any action to recommend any Partners or their offers, in this the Service Provider does not profile Users to tailor search results or basic display of Partners to Users' preferences.
- 4.7. The Offers on the Website indicate the gross prices of Products, but in the event of any discrepancies between the description, including the price of the Product, posted on the Website, the User is bound by the Product description and price provided on the Partner's Store.

#### **5. LIABILITY**

- 5.1. The Service Provider is liable to the Users for the proper technical operation of the Website and for access to the Services.
- 5.2. However, the Service Provider is not liable for any actions or omissions of the Partners, in particular for non-performance or improper performance of the agreement for the sales of Products.
- 5.3. The Service Provider bears full liability for the compliance of the Services, including the Website, with the Agreement.
- 5.4. However, please be advised that the Service Provider is not liable to Users for any damage caused:
  - 5.4.1. due to the fact that the User has violated the Terms of Use, provided false information in the Account;
  - 5.4.2. because the User has disclosed his/her login details (username and password) for the Account to third persons;
  - 5.4.3. as a result of Force Majeure or as a result of malware unlawfully introduced to the Website by third parties;
  - 5.4.4. as a result of the User deleting his/her Account;
  - 5.4.5. as a result of the Service Provider terminating the Agreement due to the User's actions or omissions that are in violation with the Terms of Use;
  - 5.4.6. as a result of the defects or errors of Content;

5.4.7. due to brief disruptions or lack of access to the Website related to repair, modernisation, or similar works;  
– with a proviso that the foregoing may not only limit rights enjoyed by consumers under generally applicable legal provisions.

5.5. Please be advised that the User remains liable against the Service Provider as well as other Users and the Partners for his/her actions and omissions by means of the Website.

5.6. The Service Provider does not mediate in the conclusion of agreements between the Users and the Partners, in particular, it has no influence on the content of the concluded agreements and their effects.

## **6. RATINGS AND OPINIONS**

6.1. As part of the Website, the Users are provided with a rating system in the form of stars from [1] to [5] (the higher the number of stars, the higher a given Product is rated). Ratings are public and visible to all Users as part of the Website functionalities.

6.2. The User may submit ratings at any time after concluding an agreement concerning the Product with the Partner. Ratings may also be given when an order for the Product has not been executed for reasons attributable to the Partner.

6.3. Activities within the Rating system that may have the effect of artificially inflating or deflating the credibility of Partners and their Products are not permitted.

6.4. By giving a Rating, the User represents and warrants that it is accurate and supported by facts.

6.5. Ratings are not verified or approved by the Service Provider prior to their publication on the Website. The Service Provider may review a Rating after the Partner reports it as inaccurate, misleading, or violating the terms and conditions of the Website and the Service Provider.

## **7. REPORTING VIOLATIONS, ILLEGAL CONTENT, AND CLAIMS**

7.1. The Service Provider makes the Website available and ensures its efficient technical operation and this remains the scope of its liability for the Services provided through the Website. The Service Provider does not exercise ongoing control or monitoring over the Content.

7.2. The Service Provider acts with respect to interests and rights of third persons. Therefore, if an action violating rights or interests of third persons is detected, a relevant person should obligatory advise the Service Provider thereof. In particular, the Users should make the Service Provider aware of information that, in itself or by reference to an action, including the sale of products or the provision of services, does not comply with the law of the European Union or any member state that complies with the law of the European Union, irrespective of the specific subject matter or nature of that law (the so-called illegal content). In the same way, such person may also notify the Service Provider on any violation of the Terms of Use or the applicable law, in particular consumer law.

7.3. Any notification pertaining to acts that infringe any rights or interests should be sent to the e-mail address: [abuse@spoolfinder.com](mailto:abuse@spoolfinder.com) . In order to facilitate the procedure, the notification should include at least the following information: (a) identification details of the reporting person and an e-mail address, if other than that from which the notification is sent, (b) indication of the Content, Website elements, or actions that infringe the law along with indication of the infringed law, (c) indication of the place within the Website where such Content or other material is located.

7.4. Once the Service Provider receives such a notification or official notification, it will immediately confirm its receipt. Then, it will consider it and decide on the reported content in a non-arbitrary and objective manner, exercising due care, and, most importantly, in a

timely manner – within 30 days. The Service Provider will immediately notify the reporting person of the decision. If needed, the User may appeal against such decision within 7 (seven) days. Further provisions referring to appeal provided in the clause below apply accordingly.

- 7.5. As a consequence of receiving such notification or official notification, access to the Content or relevant activity within the Website will be prevented, and the Service Provider will advise of that the User or the Partner to whom the notification or complaint referred. In such a case, the User or the Partner may appeal against our decision within 7 (seven) days. The appeal should contain an exhaustive statement of reasons. We will consider the appeal within 7 (seven) days. The User who reports the violation is also entitled to appeal.
- 7.6. Then, if the allegation proves justified or the User fails to take a stance towards it, then the Service Provider will remove such reported content, and in the case of considerable violation of the law – it will remove the Account from which such actions were taken.

## **8. COMPLAINTS**

- 8.1. The User has the right to file a complaint concerning operation of the Website. A complaint should include at least details enabling the identification of the User as the complaining person and state reasonable reservations and comments concerning the Service Provider's Services. The complaint should be sent via e-mail to the following e-mail address: [contact@spoolfinder.com](mailto:contact@spoolfinder.com) or to the local correspondence address of the Service Provider.
- 8.2. The Service Provider will consider the complaint within 14 (fourteen) days of its delivery. The Service Provider will send a response to the complaint to the e-mail address from which the complaint was sent or to the e-mail address indicated by the User in the complaint.
- 8.3. The Service Provider does not consider complaints regarding Products. Any complaints in this regard should be addressed directly to the relevant Partners in the manner prescribed in the terms and conditions of their Stores. Complaints that concern non-performance or improper performance of Partners' services (referring to Products) sent to the Service Provider will immediately be transferred directly to respective Partners.

## **9. AMENDMENT OF THE TERMS OF USE**

- 9.1. The Service Provider may amend these Terms of Use due to material reasons, whether legal (change of generally applicable legal provisions related to our activity or its form) or technical (modernisation of the Website infrastructure), as well as in the case of change, in particular extension, of the provided Services.
- 9.2. The Users will be notified of any amendment of the Terms of Use along with the scope of the introduced amendments via e-mail sent to the address at which the Account is registered 15 (fifteen) days before the new Terms of Use come into effect ("Notification Term"); in the case of unregistered Users, such information will be displayed on the Website.
- 9.3. The User may terminate the Agreement within the Notification Term upon a 15-day termination notice counted from the receipt of the notification. If the User is not a consumer and fails to terminate the Agreement within the Notification Term, then the User is deemed to have accepted the Terms of Use in their amended wording without reservations and becomes bound by them upon the lapse of the last day of the Notification Term.
- 9.4. The Service Provider may introduce amendments to the Terms of Use with immediate effect, without observing the Notification Term, where:
  - 9.4.1. it is subject to a legal or regulatory obligation under which it is obliged to amend the Terms of Use in a manner preventing it from meeting the Notification Term;

- 9.4.2. it is required, by way of exception, to amend the Terms of Use so as to counteract an unpredicted and direct threat connected with the protection of online agency services, consumers, or users against frauds, malware, spam, data breaches, or other cybersecurity threats.

## **10. CONSUMER RIGHTS**

- 10.1. A User being a Consumer has the right to withdraw from the Agreement without providing the reason by filing a declaration of withdrawal from the Agreement with the Service Provider by filing a relevant declaration of will to that effect with the Service Provider (via e-mail with a proviso that it must be the e-mail address used by the User when registering the Account, if applicable) to the e-mail address: [contact@spoolfinder.com](mailto:contact@spoolfinder.com). The term for withdrawing from the agreement is 14 days from its conclusion. In order to comply with the term referred to in the preceding sentence, it is sufficient to send us, prior to its lapse, a notice of withdrawal in the form referred to in the first sentence of this clause.
- 10.2. We will send the User a template notice of withdrawal together with the confirmation of the conclusion of the Agreement. The User may also request the Service Provider to provide such a template at any time.
- 10.3. The withdrawal right does not apply in the case prescribed in Article 38.13 of the Act on consumer's rights of 30 May 2014, i.e. in the case of an agreement for providing digital content that is not recorded on a physical data carrier if the provision of the performance has commenced upon express consent of the Consumer prior to the lapse of the term prescribed for withdrawing from the agreement and upon the Service Provider's notifying him/her on the loss of the right to withdraw from the agreement.
- 10.4. The right of withdrawal does not apply also in the case prescribed in Article 38.1 of the Act on consumer's rights of 30 May 2014, i.e. in the case of contracts for services if the entrepreneur provided the service fully upon express consent of the consumer who had been informed before starting the performance that upon completion of the performance by the entrepreneur the consumer will lose the right to withdraw from the agreement. Consequently, if the provision of a single Service to the User under the Agreement with the Service Provider is completed, the User is not entitled to withdraw from the Agreement.
- 10.5. If the unconditionally applicable laws binding upon the User as a consumer and governing the Agreement grant you rights broader than those indicated in the clauses above, those laws will apply.

## **11. FINAL PROVISIONS**

- 11.1. The governing law for the liabilities resulting from the Terms of Use and the Agreement is Polish law.
- 11.2. The provisions of the Terms of Use in the relationship between us and the User with the rights of a consumer do not violate applicable laws, the application of which cannot be excluded and which grant Consumers broader protection than that under the Terms of Use.
- 11.3. If any of the provisions of the Terms of Use proves invalid as a whole or in part, ineffective or unenforceable, only such provision will remain invalid as a whole or in part, ineffective or unenforceable, and the other provisions will remain in force. Both the Service Provider and the User undertake to replace such invalid, as a whole or in part, ineffective, or unenforceable provisions with provisions whose legal effect and economic implications to the highest extent correspond to those of the replaced provisions by means of negotiations carried out in good faith.

- 11.4. In the case of a dispute between the Service Provider and the User in connection with the Agreement, if the User is a consumer, he/she may refer to a permanent consumer court to settle the dispute. In such a case, such User may also refer to another arbitration court for mediation or settlement (take advantage of alternative dispute resolution, ADR). To this end, the User should file a motion for mediation or a motion for settlement of the case before an arbitration court, depending on the consumer's intent, with the Service Provider. A list and addresses of the entities conducting such proceedings are available at competent authorities, including on their websites. If the User resigns from the use of ADR, any dispute resulting from these Terms of Use will be resolved by a common court with jurisdiction determined in line with a legal deed applicable to the User (consumer). Any dispute between the Service Provider and the Users being entrepreneurs will be referred to a court with local jurisdiction over the registered office of the Service Provider.
- 11.5. The Terms of Use become effective on 2 December 2025.