

## REGULATIONS

The owner of this website and also the administrator of personal data of users of this site informs that any consent to the processing of personal data or other activities of the website owner with the use of this data requires full legal capacity from the user, and in the absence of such a capacity should be given by the legal guardians by writing to [manager@usaredmonster.com](mailto:manager@usaredmonster.com) or similarly accepting the consent expressed by the user limited in the legal capacity.

### I. GENERAL PROVISIONS

These Regulations apply to the rules of using the Services functioning under the following addresses: <http://venom-nutrition.com>, which in the further part of the Regulations are referred to collectively as "Services" and individually as "Website". The Regulations define the rules of using the websites both through the websites with the addresses as above, as well as the mobile applications regarding these addresses. By using the Website, the User confirms that he has read the content of these Regulations and that he accepts it fully and undertakes to comply with its provisions. The operator and administrator of the website is the owner of the Services - USA USA RedMonster California based in Tychy, ul. Uczniowska 7. TAX ID: PL6462632499, REGON: 243478160. The terms used in these Regulations have the following meanings: Operator - means USA RedMonster California

Regulations - means this document; Website (Services) - means an organized information and information platform enabling the use of a service consisting in providing data and content developed by the Operator and enabling their introduction created and made available by the Operator on the Internet or via appropriate Mobile Applications, which is an information and utility service; User - a natural person using the Website by receiving from or placing data in it; Registered User - a User who has registered on the website; Services - all services provided electronically by the Operator to Users based on these Regulations. Material - text, images, links (links) or any other data provided to the Website by means of an appropriate electronic procedure and marked as to be published on the website; Comment - text, images, links (links) or any other data transferred to the Website by means of an appropriate electronic procedure and marked as having to be automatically placed in a place designated by the Operator; Image - a recognizable and current likeness of a natural person; Entry - a set of information on places or services used in the service part of the website; Cookie - information saved by the server on the User's computer in a cookie.txt file that the server can read when you reconnect to this computer; SMS Service - means the functionality offered to Users by the Integrator in cooperation with the Operator, enabling the use of the Website by sending an SMS to the telephone number indicated by the User. The Act - the Act of February 4, 1994 on copyright and related rights; Consumer - consumer within the meaning of art. 22 [1] of the Civil Code.

Agreement for the use of the Website - an agreement concluded with the User who made the User's registration on the Website. Mobile application - an application available for download on the platforms chosen by the Operator to download the application and enabling the use of a specific Website, taking into account the differences indicated in the Mobile Application description posted on the platform used to download applications by users of these platforms. Mobile Application functionalities may vary depending on the version of the Mobile Application. For technical reasons, older versions of the Mobile Application may not cooperate properly with the Website or completely prevent the use of the Website. These Regulations also constitute the rules of use of the Mobile Application. These Regulations define general rules for the operation of websites, including general rules for the Operator to provide services provided electronically within the meaning of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2002 No. 144, item 1204, from 2004, No. 96, item 959, No. 173, item 1808, from 2007 No. 50, item 331). The Regulations are made available by the Service Provider free of charge before the conclusion of the contract for the provision of electronic services, and also at the User's request in a manner that allows obtaining, reproducing and recording the content of the Regulations using the ICT system used by the User. The use of the Website in a different way than within the scope of fair use is not permitted without the consent of all entities who have the rights to the elements of the Website, including without the consent of the Operator. The Operator allows the User to browse the database of materials constituting the content of the Website. Using the Website does not mean that the User acquires any rights on intangible property for works contained therein. The User may use these works only to the extent permitted by the provisions of the Act. In particular, in addition to the cases specified in the provisions of the Act, it is forbidden to copy works or parts thereof or to make them available to the public. In the case of downloading texts in an amount clearly indicating their copying, not for browsing, the Operator has the right to block the User access to the Website at any time. It is forbidden to submit Materials, Comments, Statements, Entries or posting opinions on the online forum available on the Website that contain content contrary to the law, including infringing the rights of third parties, in particular copyrights or personal rights, or contrary to good customs. A detailed description of the comments and rules for admitting the comments published for publication is contained in the Forum Regulations. The Operator is not responsible for the accuracy of the content posted on the Website, in particular the content contained in the Comments, Statements or entries on the online forum available on the Website, published automatically on the Website, without prior control by the Operator. The Operator is not responsible for the accuracy and timeliness of the published information, nor is it responsible for their possible use by Users for specific activities. The Operator is not responsible for any consequences of the User's use of information obtained through the Website, in particular for the consequences of decisions made by the User based on them. The Operator is not responsible for the consequences of the Service failure, in particular for the possible loss of data stored in it. The provisions of the previous sentence do not apply to consumers. The minimum hardware requirements for using the Operator's

Website are as follows: a PC with a Pentium 200Mhz processor, 32MB memory, an operating system and a web browser; the minimum hardware requirements related to the use of the Website via the Mobile Application are indicated in the description of the Mobile Application posted on the platform used for downloading applications by users of these platforms. Minimum technical requirements may vary depending on the version of the Mobile Application. Internet browser - one of the following computer applications: Mozilla Firefox 17 or higher, Internet Explorer 8 or higher, Opera 12 or higher, Safari 5 or higher, Chrome 25 or higher, or other compatible.

## II. USERS

By registering, the User declares that the personal data provided by him is true. By registering and without registering, each time the content is placed on the websites from a browser or mobile application, the User agrees to the free distribution and public disclosure by the Image Operator, next to the User's name or next to his Comments, Materials, Statements, Entries or opinions on the forum available on the Website. As part of the concluded contract for the use of the Website each time the site is placed in the above images from the level of the browser or mobile application, the User also consents to the distribution and public disclosure of the Image with the name of that User by any entity who obtained a sub-license from the Operator Comment, Material or Statement. For distribution and disclosure of the Image, the User is not entitled to remuneration. By registering and using the Website in any other way, the User accepts these Regulations, in particular his contractual provisions governing the relationship between the User and the Operator and undertakes to comply with the law when using the Website, in particular to comply with proprietary copyrights and rights arising from the registration of inventions, patents, trademarks, utility models and industrial designs of other people, as well as respect for the personal rights of third parties and the Operator and respect for good manners. In case of justified doubts as to the truthfulness of data provided by the User during the Registration, the Operator reserves the right to limit the User's ability to use the Website until the User makes it probable that he has provided real data. The Operator will provide the User with a way to substantiate the data by means of a message sent to the e-mail address provided by the User during Registration. The Operator reserves the right to privilege some Users Registered with the Image by, for example, granting them, to a certain extent, freedom in editing and posting the Materials on the Website. The Polish law applies to relations between the Operator and the User. All court disputes are resolved by the competent common court. The User placing any Materials on the Website declares that he guarantees that they are fully legal and do not violate or intend to violate, circumvent or attempt to circumvent: generally applicable or local law, in particular, do not cause damage or harm to any third parties or institutions; provisions of these Regulations; moral-ethical norms, good manners or customs - placing materials that do not meet the above-mentioned conditions is strictly prohibited. The User also declares that he has the right to put the posted Materials on the Website and that their placement will not result in any claims of third parties or

institutions against the Operator, nor will the Operator violate the law and rights of persons or institutions. If any of the statements described in the preceding sentences prove to be untrue, incomplete or unreliable, and for this reason the Operator will be subjected to civil, criminal or administrative proceedings, or to the Operator with relevant claims will occur by third parties or institutions, given User immediately after being notified by the Operator will cause release the Operator from all liability for the violations concerned and repair the Operator, third parties or institutions of any damage suffered and all expenses incurred in connection with such claims and proceedings.

### III. OBLIGATIONS OF USERS

Users are obliged to comply with the law when using the Website, in particular the provisions of the Press Law, the provisions of the Civil Code and intellectual property rights, in particular the Act on Copyright and Related Rights. It is prohibited to use the Website in a manner inconsistent with good practices and in a manner contrary to the principles of social coexistence. Users may not provide unlawful content. In the event of violation of the above rules, the User bears full responsibility for the damage and harm caused. In the event of a violation of the law or the provisions of the Regulations by the Operator, the Operator has the right to block the Materials, Comments, Statements, Entries or reviews on the online forum available on the Website for a period of up to one month or deprive him of the Service by removing his account from the Website . If the violation of these Terms and Conditions results in causing damage to a third party, the User shall be obliged to repair this damage. If the person has made a claim against the Operator, the User will be obliged to reimburse the Operator for all expenses incurred by him in order to repair the damage and the costs of court proceedings, including the costs of legal representation actually incurred by the Operator. If access to certain content or parts of the Website has been marked as a paid one, the User shall have access to such Paid Content by entering into an appropriate agreement with the operator.

### IV. RULES FOR GRANTING LICENSES FOR MATERIALS POSTED BY USERS

As part of the concluded contract for the use of the Website each time the following materials are placed in the following websites from the level of the browser or mobile application, the User authorizes the Operator, together with the right to sub-license, to publish materials, articles, comments, entries or statements on the websites and to use of materials provided to the website as above in the following fields of exploitation (license): production and reproduction of copies of the work by any technique, including printing, reprographic, magnetic recording and digital technique, placing on the market, lending or renting copies of the work, any public sharing of the work, including its sharing: in such a way that everyone can have access to it in a place and time chosen by them, on any advertising medium for promotion by broadcasting on radio and television, through publication in the press, by displaying or publishing on any internal or external media, in particular a billboard or citylight, using all telecommunications techniques and technologies including GSM and UMTS technologies, in particular via SMS, IVR, WAP, MMS; use in other works, including dramatic, musical and dramatic, choreographic, audiovisual or multimedia works, as well as use in the form of arranging, instrumentalizing or adapting the work to the

needs of a new performance. The license is granted separately for each work, when it is submitted to the Website. The license is granted for an indefinite period. The license is non-exclusive. The license is granted free of charge. The operator has the right to grant sub-licenses at his own discretion. If the Licensee raises legitimate concerns about the User's violation of the copyright or press rights, the Operator may, in justified cases, charge the User with costs of reparation. The user guarantees that he is the sole author and producer of materials, comments on articles and entries, and that he has not transferred copyright or related rights to anyone. The material may only have the image of the User.

## V MOBILE APPLICATIONS

According to the content of art. 12 para. 1 and art. 21 sec. 1 in conjunction from art. 12 para. 1 of the Consumer Rights Act of May 30, 2014. (OJ of 24/06/2014 item 827), referred to as the "Act", is granted to the consumer who intends to use and to the consumer who has used the offer of Polska Press Sp. z o.o. in Warsaw to download digital content via the AppStore platform in the form of a mobile application on the list in Appendix No. 2 to the Regulations of the Website ("mobile application") or to use the services that may be available through this mobile application the following information: The object of the service is to grant the client a license to use the mobile application through the Google Play AppStore platform or the Google Play platform to provide services that may be available through this mobile application. The provider of digital content in the form of a mobile application and the provider of any additional services available through this mobile application is the Operator - USA company RedMonster California based in Tychy, ul. Uczniowska 7. TAX ID: PL6462632499, REGON: 243478160. The application and additional services available via the mobile application are made available to the customer only through the App Store or the Google Play platform. The consumer may, within 14 days, withdraw from the concluded contract without giving any reason and without incurring costs, except for the costs specified in art. 33, art. 34 par. 2 and art. 35 of the Act, if these costs are indicated in this information. If you exercise your right of withdrawal, the contract is considered void and the purchase price is reimbursed to the consumer. The withdrawal can be made by submitting a declaration of will to withdraw to the AppStore store, in accordance with the procedure provided in this store. In the event that such contact turns out to be impossible or the client's rights would not be realized in accordance with the applicable regulations, the customer may submit a statement of withdrawal to the supplier, including by sending a completed withdrawal form in connection with withdrawal from the contract. The supplier undertakes that the application is free from defects. Due to the nature of the service, no guarantees or after-sales services are provided for. In connection with the provision, the supplier did not subscribe to any code of good practice within the meaning of art. 2 point 5 of the Act of August 23, 2007 on Counteracting Unfair Market Practices. The contract is a one-time payment, unless the content provided to the client with the services of the mobile application is different. The parties have the right to terminate the contract in cases provided by law. The contract does not provide for a minimum duration of consumer's obligations. The supplier informs about the possibility of considering complaints and pursuing claims by the consumer through the use of Permanent Consumer Arbitration Courts operating at the Provincial Inspectorates of the Trade Inspection. The rules of using these courts can be found, among others, on the website [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php). The supplier does not provide for any

special measures to protect digital content. The provider does not anticipate any interoperable digital content with computer hardware and software.

## VI. RESPONSIBILITY

1. The Operator undertakes to make every effort to ensure the proper operation of the Services and its availability around the clock, and that the information posted on the Website is of the highest quality. 2. The Service Provider undertakes to make every effort to ensure that any possible technical inaccuracies and typographical errors in the information contained in the Website are eliminated on an ongoing basis. 3. The Service Provider reserves the right to: a. changes in the usable features and capabilities of the Website, in particular the scope and type of services and functionalities, while maintaining the appropriate procedure for informing Users about the changes introduced, with the proviso that in the event of changes consisting in removing specific functionalities of the Website, it will inform Users about this fact. b. periodic technical breaks necessary to develop the Website and minimize the risk of failure. The Service Provider will make every effort to ensure that they do not affect the quality of the Services provided on the Website; c. cease to provide Services on the Website to the User who violates the provisions of the Regulations. 4. The Service Provider reserves the right to resign from running the Website after informing Users about this fact in advance. 5. The Service Provider undertakes to make every effort to ensure that all applications placed within the Website work properly. 6. The Service Provider does not provide archiving services for files, data or information except those mentioned in the Privacy Policy and these Regulations.

## VII. FINAL PROVISIONS

The user has the right to record the content of the regulations by printing, saving to disk or other media at any time. The Operator may make changes to the Regulations for important reasons. Changes may be dictated by changes in the legal, economic or organizational aspects of the Operator's operations, as well as changes in the structure or content of the Website or the Operator's offer. Any changes to the Regulations shall be communicated to Users on the Website and shall become effective within 14 days from the date of notifying Users about changes, including by publishing the Regulations in new content on the Website, notifying about the content of the changes. The Regulations are valid from the moment of its publication on the Website. To the best of Operator's knowledge, there are no special risks related to using the service provided electronically within the Website. Upon request, including by e-mail, the User or the person using the website who owns personal data processed by the Operator in connection with the provision of services referred to in the regulations, the person will be sent information on their protection or using the site in an anonymous manner. The request referred to in paragraph 5 should be sent to the address, including electronic, Operator. The Operator shall, without unnecessary delay, provide information on the possible use of services anonymously or using a pseudonym and technical means preventing the unauthorized access and modification of personal data sent electronically by the Operator, and the entity to whom the Operator may entrust processing of data personal information. Support, complaints, technical assistance and contact with the Operator regarding the operation of the Website can be obtained at the address [biuro@redmonster.pl](mailto:biuro@redmonster.pl) All complaints regarding the content and functioning of the Website

directed by Users are considered by the Operator immediately, if possible not later than within 14 days. The Operator will inform Users about the results of the complaint procedure electronically. The Agreement for the use of the Website with a Registered User is concluded by registering the User's account. In the process of concluding distance contracts, the User should provide a valid e-mail address to which the Operator will send in the form of an e-mail confirmation of the conclusion of the relevant contract together with the information referred to in art. 12 section 1 of the Act of 30 May 2014 on consumer rights (Dz.U.2014.827) and confirmation of the User's consent to provide digital content in circumstances causing loss of the right to withdraw from the contract, if such consent has been granted. The user who is a consumer has the right to withdraw from the contract concluded remotely within 14 days from the date of its conclusion, including via the form constituting Annex 2 to the Act of 30 May 2014 on consumer rights (Dz.U.2014.827). The contract is concluded when the consumer receives from the Operator an appropriate confirmation of the conclusion of the contract. To meet the deadline, it is enough to send a declaration of will before this date. The content of the form attached to the aforementioned Act, supplemented by the addressee, is attached to these regulations. The consumer is not entitled to withdraw from the contract in relation to contracts: for delivery of digital content that is not stored on a tangible medium if the performance commenced with the consumer's express consent before the deadline for withdrawal and after informing the Company about the loss of the right to withdraw from the contract - in the case of the Contract for Purchase of a Press Title. in other cases provided for in the provisions of Article 38 of the Act of 30 May 2014 on consumer rights (Dz.U.2014.827). Depending on the type of contract concluded by the consumer with the Operator, the Operator may, due to the nature of the item or service offered to the consumer: require consumer's consent to start providing the service before the deadline for withdrawing to a given distance contract; require the consumer's consent to perform the service in its entirety before the deadline for withdrawing to a given distance contract; require the consumer's consent to start the service in the form of delivering digital content that has not been recorded on a tangible medium before the deadline for withdrawing to a given contract concluded at a distance. In case of: demand by the consumer to start providing services under the Agreement for the use of the Website before the deadline to withdraw from this contract, and; commencement of the provision of such services by the Operator by granting access to the Website, and effective withdrawal from the Agreement for the use of the Website, Each User may stop using the services provided by the Operator in the use of the Website in at any time by leaving the Website. The Registered User may terminate the contract for the use of the Website at any time by unregistering the User's account or terminating the agreement for the use of the Website. The Agreement for the use of the Website is concluded with a Registered User for an indefinite period, however not longer than until the date of deregistration of the User's account on the Website, and each party may terminate it with a 14-day notice period. The contract is terminated always at the moment of deregistration of the User's account on the Website. Registered Users are notified of amendments to the Regulations also by e-mail and have 14 days from the date of notification to terminate the contract for the use of the Website by liquidation of the User Account or termination specified in the Regulations, if they do not agree to changes.

MODEL FORM OF WITHDRAWING FROM THE AGREEMENT (this form should be filled in and returned only if you wish to withdraw from the contract)

ADDRESSEE USA RedMonster California based in Tychy at ul. Uczniowska 7.

Tax ID: PL6462632499,

REGON: 243478160.

CONTENTS DECLARATIONS - Ja / My (\*) hereby inform / inform (\*) about my / our withdrawal from the contract. - The contract applies. .... -

Date of conclusion of the contract (\*) / receipt (\*). .... - Name and surname of the consumer (s). .... - Consumer (s) address. ....

..... - Signature of consumer (s) (only if the form is sent in paper version). .... - Date). ....

USA RedMonster California

43-100 Tychy,

Uczniowska 7

Poland Tax ID: 6462632499

REGON: 243478160