

WEBSITE USAGE POLICY

Effective from July 2026

Place of publication: Website <https://polus.ua/>

This Website Usage Policy (hereinafter - the “Agreement”, the “Policy”, the “Terms”) is an official, legally binding bilateral document that establishes the rules, legal limits, restrictions and technical regulations for the use of the information resource, services, software systems and other tools of the website <https://polus.ua/> (hereinafter - the “Site”).

The owner, developer and Administration of the Site is Limited Liability Company “FAVORITO” (Reg. №: 38880401), a legal entity duly registered and operating under the laws of Ukraine. This document is a standard website usage policy intended to inform Visitors of the rules for interacting with the Site and to protect the Owner’s intellectual property rights. The Site operates exclusively as an information platform and is not a tool for conducting electronic commerce or a public offer for the purchase of goods.

By directly viewing the pages of the Site or performing any other actions on the Site, the User fully and unconditionally, without any exceptions, amendments or reservations, accepts the terms of this Policy and undertakes to strictly comply with them. If the User does not agree with any provision of this Agreement, its annexes or related regulations, the User must immediately and completely stop using this Site and leave its web space.

SECTION 1. TERMS AND GENERAL DEFINITIONS

1.1. Site Owner (Administration) - the official name of LLC “FAVORITO” (Reg. №: 38880401, address: 61017, Ukraine, Kharkiv, Pashchenkivska Street, building 11), which owns the Site, holds the property intellectual rights to all objects posted on the Site, and carries out full technical, informational and legal administration of the platform.

1.2. User (Visitor) - any legally capable natural person, individual entrepreneur (sole proprietor), or lawful authorized representative of a legal entity who visits the Site, interacts with its functional blocks, uses its interfaces to gather information, or accepts the terms set out in this document.

1.3. Website (Site / Platform) - a set of integrated web pages, software modules, databases, graphical interface, text, audiovisual and other materials posted on the Internet under the domain name <https://polus.ua/>, including all of its language versions, mirrors, subdomains and mobile adaptations.

1.4. Product (Polus Brand Products) - confectionery products manufactured by LLC “FAVORITO” (including, but not limited to: wafer bars, wafer sweets and other products under the registered trademark “Polus”), the detailed technical, organoleptic, packaging and commercial descriptions of which are posted in the Site’s catalogs for informational purposes.

SECTION 2. LEGAL STATUS, LEGAL BASIS AND PROCEDURE FOR AMENDMENTS

2.1. This Agreement has been developed, approved and operates in accordance with the fundamental norms of the current legislation of Ukraine, in particular the Civil Code of Ukraine and the Law of Ukraine “On Copyright and Related Rights”.

2.2. The Policy establishes uniform, mandatory access rules binding on all Visitors. Use of the Site is the full equivalent of personally signing this Agreement on paper. Any reference to the absence of a physical signature or seal as grounds for deeming the Agreement not concluded shall be null and void.

2.3. LLC “FAVORITO” has the absolute and indisputable right to unilaterally amend, supplement, restructure or completely cancel individual clauses or the entire text of this Agreement, at any time and without

providing individual notices. The new edition of the document takes full legal effect from the moment of its actual publication on the Site.

2.4. The risk of not receiving or not being timely informed of the current version of the Policy rests entirely with the User. Continued use of the Site, or viewing content after the text has been updated, automatically constitutes unconditional acceptance of the changes. If the User does not agree with the new edition, the User must immediately stop using the Site.

SECTION 3. RULES OF CONDUCT AND TECHNICAL RESTRICTIONS

3.1. The User is granted the right to use the Site solely for familiarization and informational purposes.

3.2. The User is strictly prohibited from:

3.2.1. **Automated data collection (scraping):** using any automated scripts, bots, crawlers, parsers (data scraping tools), or programs to collect, copy, systematize or extract information from the Site, product descriptions or databases.

3.2.2. **Disruptive actions:** taking actions that create an excessive load on the Site's infrastructure, organizing DDoS attacks, attempting to hack or test the vulnerabilities of the security system.

3.2.3. **Malicious software:** using the Site or its interfaces to distribute malicious code, viruses, phishing links or spam.

3.2.4. **Reverse engineering:** attempting to decompile, reverse-engineer, or modify the source code or graphic solutions of the Site.

3.3. The detection of signs of violations of this Section constitutes grounds for the immediate blocking of the violator's IP address and the protection of the Owner's rights in court.

SECTION 4. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

4.1. The website <https://polus.ua/>, its architecture, graphic design, code structure, texts, confectionery product descriptions, marketing materials, product photographs, as well as commercial names, trademarks and logos (including, but not limited to: the marks "Polus", "POLUS", "FAVORITO") are objects of the exclusive intellectual property rights of LLC "FAVORITO" or are used by the Company on lawful grounds.

4.2. No element of the Site's Content may be copied, reproduced, modified, distributed, downloaded, transmitted, or otherwise used, in whole or in part, without the prior express written permission of LLC "FAVORITO".

4.3. The use of Site materials without official permission (including copying photographs of confectionery products for third-party websites, or using text descriptions in catalogs, social networks or directories) is a direct violation of the legislation of Ukraine and international law. For each such violation, LLC "FAVORITO" reserves the right to seek judicial protection of the violated rights, recovery of compensation and damages, as well as to hold violators liable as prescribed by law.

SECTION 5. PRIVACY POLICY

5.1. This Site is a purely informational resource. The Site **does not provide** functionality for user registration, or the creation of personal accounts, profiles, or logins.

5.2. Given the absence of registration forms and accounts, LLC “FAVORITO” **does not collect, process, or store** the personal data of Site Visitors (such as full name, phone numbers, email addresses, passport details, or payment details).

5.3. **Technical Cookie Files:** To ensure the correct operation of the Site’s interface, its adaptation for mobile versions, and monitoring of overall technical stability, the Site may use anonymized technical Cookie files. These files do not identify the User personally, do not constitute personal data, and are not stored on the Owner’s servers as personal information. The User may disable Cookie support at any time in their browser settings.

SECTION 6. LIMITATION OF LIABILITY (DISCLAIMERS)

6.1. Access to the Site and its content is provided to the Visitor on an “AS IS” basis. LLC “FAVORITO” does not guarantee that the Site will operate completely uninterrupted, free from temporary technical failures or errors caused by the actions of third parties or hosting providers.

6.2. The Administration bears no financial or legal liability for:

6.2.1. Any direct or indirect damages, lost profits, or data loss arising from the use or inability to use this Site.

6.2.2. Technical malfunctions on the part of Internet providers, backbone networks, or due to power supply interruptions.

6.2.3. The content and security of third-party websites, links to which may be posted on the Site solely for informational purposes.

SECTION 7. APPLICABLE LAW AND DISPUTE RESOLUTION

7.1. All legal relations arising in connection with the use of the Site and the implementation of these Rules are governed exclusively by the substantive and procedural law of Ukraine.

7.2. All disputes or claims of Visitors regarding the use of the Site are subject to mandatory pre-trial review by sending an official letter to the Owner’s address. The claim review period is 30 business days.

7.3. If a dispute cannot be settled through negotiations, it shall be resolved in the courts of Ukraine under the jurisdiction established by law at the location of LLC “FAVORITO”.

SECTION 8. FINAL PROVISIONS

8.1. A court’s ruling that any individual clause of these Rules is invalid or has lost effect does not affect the legality or binding nature of all other provisions of this Agreement.

8.2. Inaction on the part of LLC “FAVORITO” in the event of a violation of these Terms by the User does not deprive the Company of the right to apply measures to protect its interests and intellectual property rights at a later time.

SECTION 9. OWNER INFORMATION

SITE OWNER

Limited Liability Company “FAVORITO”

Legal address: 61017, Ukraine, Kharkiv, Pashchenkivska

Street, building 11

Reg. №: 38880401

VAT number: 388804020335

Extract No. 1620334500764 from the register of VAT
payers

Payer status: VAT payer on general terms