

TERMS AND CONDITIONS

These Regulations define the general conditions, rules and form of sales by Seller through the online shop www.gimmik.net (hereinafter referred to as the "Online Shop") and define the rules and conditions for provision of free services by electronic means by Seller.

Article 1 – Definitions

- 1. Working days** - mean weekdays from Monday to Friday excluding public holidays.
- 2. Delivery** - means a physical act of providing the Customer by the Seller, through the Supplier, with Products specified in the order.
- 3. Supplier** - means a company with which the Seller cooperates in the Delivery of the Products:
 - a) a courier company;
 - b) Polish Post (Poczta Polska S.A.) based in Warsaw.
- 4. Password** - means a sequence of letters, digits, or other characters selected by the Customer during Registration in the Online Shop, used to secure access to the Customer Account in the Online Shop.
- 5. Customer** - means a person to whom, according to the Regulations and laws, electronic services may be provided or with whom a contract of sale may be concluded.
- 6. Consumer** - means a natural person making a legal transaction with an entrepreneur not directly related to his or her business activity or profession.
- 7. Customer Account** - means an individual panel for each Customer, established by the Seller after the Customer registration and conclusion of the contract for provision of the Customer Account service.
- 8. Login** - means individual Customer identification, established by the Customer, consisting of a sequence of letters, digits or other characters, required together with the Password to establish a Customer Account in the Online Shop.
- 9. Entrepreneur** - means any natural person, legal person or an organisational unit not being a legal person, having legal capacity by virtue of the law, running in his/her/its own name business or pursuing the profession.
- 10. Regulations** – mean these regulations.



11. Registration - means a physical act made in the manner prescribed in the Regulations, as required for use by the Customer of all the functionalities of the Online Shop.

12. Seller - means Paweł Gułaś running a business under the company Paweł Gułaś Vene Point, based in Lublin (20-209), ul. Mełgiewska 9E Str., tax identification number (NIP): 5641641793, National Business Registry Number (REGON): 060440175, entered in the Central Register and Information on Business Activity kept by the Minister for the Economy; e-mail: sklep@gimmik.net, who is also an owner of the Online Shop.

13. Shop Website - means web pages, under which the Seller runs the Online Shop, operating in the www.gimmik.net domain.

14. Product - means a product presented by the Seller via the Shop Website which can be a subject of the Contract of Sale.

15. Durable medium – means material or device enabling the Customer or the Seller to store information addressed personally to them in a manner allowing for access to such information for future reference for a period of time adequate for the purposes of information and allowing the unchanged reproduction of the information stored.

16. Contract of Sale – means a contract of sale concluded at a distance under the terms of the Regulations, by and between the Customer and the Seller.

Article 2 - General provisions and use of the Online Shop

1. All rights to the Online Shop, including copyrights, intellectual property rights to its name, Internet domain, Shop Website, as well as patterns, forms, logos belong to the Seller, and may be used only as specified in and in accordance with the Regulations.

2. The Seller shall endeavour to provide access to the Online Shop for the Internet Users via all popular web browsers, operating systems, computer types and types of the Internet connections. The Seller does not guarantee and shall not be responsible for ensuring that each configuration variant of electronic equipment owned by the Internet User will allow to use the Online Shop. Minimum technical requirement for using the Shop Website, subject to the preceding sentence, is a web browser with enabled Javascript and installed Adobe Flash plugin without systems locking the display of Flash objects, that accepts "cookies".

3. The Seller applies a mechanism of cookies, which - when the Customers use the Shop Website - are stored by the Seller's server on the hard disk of a Customer's terminal device(s). The use of "cookies" is intended to ensure correct operation of the Shop Website by the Customer's terminal device(s). This mechanism does not destroy the Customer's terminal device(s) and does not change the configuration of the Customer's terminal device(s) or software installed thereon. Each Customer can turn off the cookies in the browser of his/her terminal device(s). The Seller informs, however, that exclusion of cookies may cause inconvenience or prevent the use of the Shop Website.

4. To place an order in the Online Shop via the Shop Website or via e-mail, and to take advantage of the Services available at the Shop Website, the Customer must have an active e-mail account.
5. To place an order in the Online Shop by phone, the Customer must have an active phone number and an active e-mail account.
6. The Customer is prohibited to input illegal content and to use the Online Shop, the Shop Website or free services provided by the Seller in a manner contrary to law, good practices or the violating personal rights of third parties.
7. The Seller represents that the public nature of the Internet and the use of electronic services may be associated with the risk of obtaining and modifying Customers data by unauthorised persons, therefore the Customer should use appropriate technical measures to minimise the above-mentioned risks. In particular, they should use anti-virus programmes and programmes protecting the identity of the Internet Users. The Seller shall never ask the Customer to provide him with access to the password in any form.
8. The Customer is not allowed to use the resources and functions of the Online Shop to conduct commercial activity or activity that would violate Seller's interests.

Article 3 – Registration

1. To create a Customer Account, the Customer must make a free Registration.
2. The Registration is not necessary to place an order in the Online Shop.
3. In order to register, the Customer must complete the registration form provided by the Seller at the Shop Website and forward the completed form by e-mail to the Seller by selecting an appropriate function contained in the registration form. During the Registration the Customer shall establish an individual Password.
4. While filling out the registration form the Customer is given the opportunity to read the Regulations, accepting the contents thereof by marking a relevant field in the form.
5. During the Registration the Customer may at his/her own discretion give consent to the processing of his/her personal data for marketing purposes by marking a relevant field in the registration form. In this case, the Seller shall clearly indicate the purpose of collecting the Customer's personal data, as well as data recipients, known to or expected by the Seller.
6. The Customer's consent to the processing of his/her personal data for marketing purposes shall not condition the conclusion with the Seller of a contract for the provision of the Customer Account service by electronic means. The consent may be revoked at any time by filing a relevant statement by the Customer. Such a statement may be sent to the Seller's address, e.g. by e-mail.

7. After submitting a completed registration form, the Customer shall promptly receive, to the e-mail address provided on the registration form, the Registration confirmation by the Seller. At that time the contract is concluded for the provision of the Customer Account service by electronic means, the Customer shall get access to the Customer Account and the right to make changes to data, given during the Registration, with the exception of the Login.

Article 4 - Orders

1. Information included in the Shop Website shall not constitute the Seller's offer within the meaning of the Civil Code, and only an invitation for the Customers to submit offers for conclusion of the Contract of Sale.

2. The Customer may place orders in the Online shop via the Shop Website or e-mail on a 24-hour/7-day-a-week basis.

3. The Customer may place orders in the Online Shop by phone at times and on days specified on the Shop Website.

4. The Customer placing an order via the Shop Website compiles the order by selecting the desired Products. The Products are added to the order by selecting the ADD TO CART button under a given Product presented on the Shop Website. After compiling the whole order and identifying in the "CART" the manner of the Delivery and the form of payment, the Customer shall place the order by sending an order form to the Seller, selecting on the Shop Website the "ORDER AND PAY" button. Each time before sending the order to the Seller, the Customer is informed about the total price for selected Products and the Delivery, as well as about any additional costs the Customer is obliged to incur under the Contract of Sale.

5. The Customer placing an order by phone shall use the phone number provided by the Seller on the Shop Website. The Customer shall place an order by phone providing to the Seller the name of the Products from the Products available at the Shop Website, as well as the number of Products to be ordered. After completing the entire order the Customer shall specify the method of Delivery and the payment form as well as his/her e-mail address or correspondence address, at the Customer's discretion. Each time when placing an order by phone the Seller shall inform the Customer about the total price of the selected Products and the total cost of the selected method of Delivery, as well as any additional costs the Customer is obliged to pay in connection with the Contract of Sale.

6. After the Customer places the order by phone, the Seller shall send on a Durable Medium to the e-mail address or correspondence address specified by the Customer information containing confirmation of the terms and conditions of the Contract of Sale. Such confirmation shall include in particular: specification of the Products constituting the subject of the Contract of Sale, their price, Delivery cost and information about any other costs to be incurred by the Customer in connection with the Contract of Sale.

7. The Customer placing an order by e-mail shall send it to the e-mail address provided by the Seller on the Shop Website. In the e-mail sent to the Seller the Customer shall provide in particular: name of the Products, colour and quantity of the Products presented on the Shop Website as well as the Customer's contact data.

8. After receiving the e-mail referred to in Article 4.7 from the Customer, the Seller shall send to the Customer a response e-mail providing the registration data, the price of the selected Products and possible payment forms, as well as the method of Delivery with its cost, and information about any additional payments to be incurred by the Customer under the Contract of Sale.

The e-mail shall also include information for the Customer that conclusion of the Contract of Sale by means of electronic mail entails the obligation to pay for the ordered Products. On the basis of information provided by the Seller, the Customer may place an order by sending an e-mail to the Seller specifying the selected form of payment and method of Delivery.

9. Placing an order means an offer of the Customer to the Seller to enter into a Contract of Sale of Products covered by the order.

10. After the order is placed, the Seller shall send an order confirmation to the e-mail address provided by the Customer.

11. After confirmation of the order, the Seller shall send information on acceptance of the order for execution to the e-mail address provided by the Customer. Information about acceptance of the order for execution constitutes a statement of the Seller about acceptance of the offer referred to in Article 4.10 above and, upon receipt thereof by the Customer, the Contract of Sale is concluded.

12. After conclusion of the Contract of Sale, the Seller confirms to the Customer the terms and conditions thereof by sending them on a durable medium to the Customer's e-mail address or in writing to the address provided by the Customer upon the Registration or while placing the order.

Article 5 – Payments

1. Prices on the Shop Website presented next to a given Product are gross prices and do not include information regarding the costs of the Delivery and any other costs which the Customer will be obliged to pay under the Contract of Sale, about which the Customer will be informed when selecting the method of the Delivery and upon placing an order.

2. The Customer may choose the following forms of payment for ordered Products:

a) bank transfer to the Seller's bank account (in such a case execution of the order will shall be initiated after the Seller sends to the Customer confirmation of acceptance of the order and once the money is credited to the Seller's bank account);

b) bank transfer via an external payment system PayU, operated by PayU S.A. with its registered office in Poznań (in such a case execution of the order shall be initiated after the Seller sends to the Customer confirmation of acceptance of the order and after information on execution of the payment by the Customer is received by the Seller from the PayU system);

c) bank transfer executed by external PayPal payment system handled by PayPal (Europe) S.à r.l. & Cie, S.C.A. seated in Luxemburg (in this case execution of the order will be initiated after the Seller sends to the Customer confirmation of acceptance of the order and after receipt of information from the PayPal system about successful completion of payment);

d) payment card or bank transfer via an external payment system tpay.com, operated by Krajowy Integrator Płatności S.A. with its registered office in Poznań, Poland (in such a case execution of the order shall be initiated after the Seller sends to the Customer confirmation of acceptance of the order and after receipt of information from the tpay.com system about successful completion of payment);

e) cash on delivery, payment to the Supplier upon Delivery (in such a case execution of the order shall be initiated after the Seller sends to the Customer a confirmation of acceptance of the order);

f) cash on personal pickup – payment at the Seller's Office (in this case order execution shall be initiated immediately after the Seller sends to the Customer a confirmation of acceptance of the order, and the Product shall be released at the Seller's Office);

g) instalment payment scheme "e-Raty Santander Consumer Bank" managed by Santander Consumer Bank S.A. with its registered office in Wrocław (in such a case execution of the order shall be initiated after the Seller sends to the Customer a confirmation of acceptance of the order and after payment for the ordered Products is received from Santander Consumer Bank S.A. with its registered office in Wrocław).

3. The Customer shall be informed by the Seller on the Shop Website about the deadline within which the Customer is obliged to make the payment for the order in the amount resulting from the concluded Contract of Sale.

4. If the Customer fails to make the payment within the deadline referred to in Article 5.3, the Seller shall indicate to the Customer an additional deadline for making the payment and shall inform the Customer about such deadline on a Durable Medium. The information about an additional deadline for making the payment shall also include information that after expiry of such deadline the Seller shall rescind the Contract of Sale. In the event of expiry of the second deadline for making the payment, the Seller shall send to the Customer on a Durable Medium a statement on rescission of the contract pursuant to Article 491 of the Civil Code.

Article 6 – Delivery

1. The Seller shall execute the Delivery on the territory of the Republic of Poland.

2. The Seller shall deliver the Products constituting the subject of the Contract without defects.

3. The Seller shall publish on the Shop Website information on the number of Working Days needed

to execute the Delivery and fulfil the order.

4. The deadline for the Delivery and execution of the order specified on the Shop Website shall be calculated in the Working Days in accordance with Article 5.2.
5. The deadline for the Delivery and execution of the order specified on the Shop Website shall be calculated in the Working Days as from the day of conclusion of the Contract of Sale in the event the Customer selects the payment option "cash on delivery".
6. Ordered Product(s) shall be delivered to the Customer through the Supplier, to the address indicated on the order form.
7. On the day of Products dispatch to the Customer (if Products personal collection has not been selected) the Seller shall confirm the shipment by e-mail to the Customer.
8. The Customer shall examine the delivered Product(s) in the customary time and manner for shipments of that type in the presence of the Supplier's employee. In the event of discovery of shortage or damage relating to the shipment, the Customer shall be entitled to demand from the Supplier's employee to draw up a relevant report.
9. The Customer may pick up the ordered Product(s) personally. They may be picked up at the Seller's Office on Working Days within the opening hours specified on the Shop Website, after prior agreement with the Seller of the time of pickup by e-mail or by phone.
10. The Seller shall, in accordance with the Customer's wish, attach to the shipment being the subject of Delivery a receipt or VAT invoice covering the delivered Product(s).
11. In the event of absence of the Customer at the address specified by the Customer upon placing the order as the address of the Delivery, the Supplier's employee shall leave an advice note or shall attempt to contact the Customer by phone to agree a time when the Customer will be present. If the ordered Product(s) is/are returned to the Online Shop by the Supplier, the Seller shall contact the Customer by e-mail or phone to agree the time and cost of the re-Delivery.

Article 7 - Implied Warranty

1. The Seller ensures the Delivery of the Product(s) free of physical and legal defects. The Seller shall be liable towards the Customer if the Product has physical or legal defects (implied warranty).
2. If the Product is defective, the Customer may:
 - a) submit a statement on reduction of the price or rescission of the Contract of Sale, unless the Seller immediately and without excessive inconvenience for the Customer replaces the defective Product with a non-defective one or removes the defect. This limitation shall not apply if the Product has already been replaced or repaired by the Seller, or if the Seller failed to fulfil the obligation to replace the Product with a non- defective one or to remove the defect. The Customer may

demand replacement of the Product with a non-defective one instead of removal of the defect proposed by the

Seller, or demand removal of the defect instead of replacement of the Product, unless making the Product compliant with the contract in a manner chosen by the Customer is impossible or would require excessive costs as compared to the manner proposed by the Seller. When assessing if the costs are excessive, one shall take into account the value of the Product free from defects, the type and importance of the discovered defect, as well as the inconvenience experienced by the Customer in the event of other manner of satisfaction of the claim.

b) demand replacement of the defective Product with a non-defective one or removal of defect.

The Seller shall replace the defective Product with a non-defective one or remove the defect within a reasonable time without excessive inconvenience to the Customer. The Seller may refuse to fulfil the Customer's demand if making the defective Product compliant with the Contract of Sale in the manner selected by the Customer is impossible, or would require excessive costs as compared to the other possible manner of making the Product compliant with the Contract of Sale. The cost of repair or replacement shall be incurred by the Seller.

3. If a product defect is found, please contact the Seller via the on-line form available after logging in customer's panel, in the details of the order. Complaints submitted outside the provided form will not be considered. The shipment should be made only after the express request of the website's worker. The shipment should be complete and labeled with a barcode generated from the system in website with an individual complaint number. Determining a product defect requires a decision of the manufacturer, distributor or importer.

4. The Seller shall be liable under the implied warranty if a physical defect is discovered before two years pass since release of the Product to the Customer. The claim for removal of defect or replacement of the Product with a non-defective one shall be barred by the statute of limitations after one year, however such time-limit may not end before a time-limit specified in the first sentence. Within this time-limit the Customer may rescind the Contract of Sale or submit a statement on reduction of the price due to defect of the Product. If the Customer demanded replacement of the Product with a non-defective one or removal of the defect, the time-limit for rescission of the Contract of Sale or submission of the statement on reduction of the price shall start running upon expiry of the time-limit for replacement of the Product or removal of the defect.

5. Any complaints related to the Product(s) may be submitted by the Customer only in online form in the website.

6. The period for considering the complaint is up to 14 days from the date of its submission to the Seller. In the event of the necessity to provide additional explanations, this time limit is extended by the duration of the explanations. The Product(s) under complaint must be delivered or sent to the address ul. Lwowska 146a, 22-300 Krasnystaw, Poland only if there is specific request from service department sent in online form.

7. The customer needs to use the complaint form online provided by the Seller.

8. In the case of a Client who is Entrepreneur, Seller shall be liable under the warranty before the end of one year from the date of supply.

9. Customer who is Entrepreneur loses its rights under the warranty if he doesn't

examine the Products at the time and in the manner adopted by the Products of this kind and did not notify the Seller immediately about the perceived defect. If the defect came to light later - if he did not notify the Seller immediately upon discovery.

10. The Customer may file a complaint to the Seller in connection with free electronic services provided by the Seller. The complaint may be sent in an electronic form to the address sklep@gimmik.net. In the complaint the Customer shall include a description of the problem. The Seller shall immediately, however not later than within 14 days, consider the complaint and respond to the Customer.

11. The Seller allows the Customer, being the Consumer, to take advantage of out-of-court settlement of consumer disputes. The competent authority relevant to the Seller is the Wojewódzki Inspektorat Inspekcji Handlowej w Lublinie, ul. Tomasz Zana, 20-601 Lublin, <http://www.ihlublin.pl>.

Article 8 – Guarantee

1. The Products sold by the Seller may be covered by a guarantee granted by the producer or distributor of the Products.

2. In the case of the Products covered by a guarantee, information regarding the existence and content of the guarantee shall be always presented on the Shop Website.

Article 9 - Rescission of the Contract of Sale

1. The Customer being the Consumer, who concluded the Contract of Sale, may within 14 days rescind the Contract of Sale without giving any reasons.

2. The time-limit for rescission of the Contract of Sale shall start running as from the moment the Customer takes the possession of the Product. The statement needs to be submitted on the online form, which is provided by the Seller on the Shop Website, on customers account. In order to comply with this time-limit, it is enough to send a statement via online form before the lapse thereof. The Customer may rescind the Contract of Sale by submitting a statement on rescission via the online form made available on the website. The Seller shall immediately confirm to the Customer the receipt complaint and inform about next step.

3. In the case of rescission of the Contract of Sale, the contract shall be treated as if it had never been concluded.

4. If the Customer submits the statement on rescission of the Contract of Sale before the Seller accepts the Customer's offer, the offer ceases to be binding.

5. The Seller shall immediately, not later than within 14 days from the date of receipt of the Customer's statement on rescission of the Contract of Sale, return to the Customer all payments made by the Customer, including the costs of delivery of the Product to the Customer. The Seller may withhold reimbursement of the amounts paid by the Customer until receipt of the returned Product or delivery by the Customer of a proof of sending the Product, whichever occurs earlier.
6. If the Customer exercising the right of rescission selects the method of the Delivery of the Product other than the cheapest ordinary Delivery method offered by the Seller, the Seller shall not be obliged to reimburse to the Customer the additional costs incurred by the Customer.
7. The Customer shall return the Product to the Seller immediately after receiving an information by website's worker, however not later than within 14 days from the date of rescission of the Contract of Sale. To abide by the deadline, it is enough to send the Product to the Seller's address before expiry of such deadline. The returned Product should be delivered or sent to the address: ul. Lwowska 146a, 22-300 Krasnystaw, Poland.
8. In the event of rescission the Customer shall only incur the direct costs of returning the Product.
9. If, due to its nature, the Product cannot be sent back by traditional mail, the Seller shall inform the Customer about the costs of returning such Product on the Shop Website.
10. The Customer shall bear liability for decrease of the value of the Product as a result of use thereof outside the manner necessary to determine the nature, features and functioning of the Product.
11. The Seller shall reimburse the payment using the same method of payment as the one used by the Customer, unless the Customer expressly agrees to other method of reimbursement which does not entail any costs for the Customer.

Article 10 - Free Services

1. The Seller renders the following free electronic services to Customers:
 - a) Contact Form;
 - b) Customer Account service;
 - c) Newsletter;
 - d) Opinions.
2. The services specified in Article 10.1 above shall be provided 24 hours a day, 7 days a week.

- 3.** The Seller reserves the right to choose and change the type, form, time and method of providing access to some of these services, and shall inform the Customer thereof in a manner appropriate to amend the Regulations.
- 4.** The service: Contact Form means sending a message via the form available at the Shop Website to the Seller.
- 5.** It is possible to unsubscribe from the free service Contact Form at any time by discontinuing sending enquiries to the Seller.
- 6.** The Customer Account service is available after the Registration on terms described in the Regulations and consists of making available to the Customer a dedicated panel within the Shop Website enabling the Customer to modify data provided upon the Registration, as well as to track the status of orders and history of already fulfilled orders.
- 7.** The Customer who made the Registration may submit to the Seller a request for deletion of the Customer Account wherefore in the event of submission to the Seller of a request for deletion of the Customer Account, such account may be deleted not later than within 14 days from submission of the demand.
- 8.** The Newsletter service shall be available to every Customer who enters his/her e-mail address by means of the registration form made available via the Shop Website by the Seller. After sending the completed registration form, the Customer shall promptly receive the Seller's confirmation by e-mail, to the address provided in the registration form. At that time the contract for the provision of electronic Newsletter services is concluded.
- 9.** The Newsletter is a service thanks to which the Seller is sending information by electronic mail, about new products or services offered by the Seller. The Newsletter shall be sent by the Seller to all Customers who have subscribed.
- 10.** Every Newsletter addressed to given Customers shall include, in particular: information about the sender, completed field "subject" specifying the content and information about the possibility and manner of unsubscribing from the free service Newsletter.
- 11.** A Customer may resign any time from the Newsletter through a resignation from subscription sent through a reference link placed in every e-mail sent within the scope of Newsletter services.
- 12.** The service "Opinions" consists in the Seller enabling the Customers with the Customer Account to publish on the Shop Website individual and subjective opinions of the Customer, in particular relating to the Products.
- 13.** It is possible to unsubscribe from the free service Opinions at any time by discontinuing publishing contents by the Customer on the Shop Website.
- 14.** The Seller shall be entitled to block access to the Customer Account and to free services in the event the Customer acts to the detriment of the Seller or other Customers, breaches the law or the Regulations, as well as if blocking access to Customer Account and free services is justified

on the grounds of safety, in particular: overcoming securities of the Shop Website by the Customer or other hacking activities. Blocking access to the Customer Account and free services for the above mentioned reasons shall last for a period necessary to resolve issues giving rise to blocking the access. The Seller shall notify the Customer about blocking the access to the Customer Account and free electronic services by e-mail sent to the address provided by the Customer in the registration form.

Article 11 - The Customer's responsibility within the scope of posted contents

1. Posting content and making it available, the Customer makes a voluntary dissemination of content. Posted content does not express the views of the Seller and should not be equated with its activities. Seller is not a content provider, and the only entity that provides for this purpose appropriate ICT resources.

2. A Customer declares that:

a) He/she is entitled to use copyrights, industrial property rights and/or related rights to – respectively – works, subjects of industrial property rights (e.g. trademarks) and/or related rights that constitute contents published by him/her;

b) states that personal data, images and information relating to third parties were posted and made available within the scope of services referred to in Article 10.1 legally, voluntarily and with the consent of persons to whom they refer;

c) agrees to access to the published content by other Customers and the Seller, as well as authorizes the Seller to use them free of charge in accordance with the provisions of these Regulations;

d) He/she agreed on adaptation of work within the meaning of the Act on copyrights and related rights.

3. The customer is not authorized to:

a) post, in connection with the use of services referred to in Article 10.1, personal data of third parties and to distribute images of third parties without the legally required permission or consent of third parties;

b) post, in connection with the use of services referred to in Article 10.1, advertising and/or promotional content.

4. The Seller shall be responsible for content posted by the Customers on condition that it receives notification in accordance with Article 12 of the Regulations.

5. In connection with the use of services referred to in Article 10.1, the Customers must not post



content that might, in particular:

- a) be published in bad faith, e.g. with an intention to breach personal rights of third parties;
- b) violate any rights of third parties, including rights related to protection of copyrights and related rights, protection of industrial property rights, trade secret or related to any confidentiality obligations;
- c) be offensive or constitute a threat addressed to other persons, or contain the vocabulary that violates good customs (e.g. by using vulgar terms or expressions that are commonly regarded as offensive);
- d) be contradictory to the Seller interests;
- e) violate other provisions of the Regulation, good practices, applicable legal provisions and social or moral norms.

6. In the case of receiving notification in accordance with Article 12 of the Regulations, the Seller reserves the right to modify or delete content posted by the Customers within the scope of their use of services referred to in Article 10.1, particularly with regard to contents which were found to constitute a potential infringement of these Regulations or applicable provisions of law on the basis of reports from third parties or relevant authorities. The Seller does not control posted contents on an on-going basis.

7. The Customer authorises the Seller to use free of charge the content posted by the Customer within the Shop Website.

Article 12 - Reporting threat to or infringement of rights

1. If a Customer or another person or entity believes that contents published on the Webpage violates their rights, personal rights, good practices, feelings, morality, beliefs, fair competition rules, know-how, a secret protected by law or liability, they should notify the Seller on such alleged violation.

2. While having been notified on an alleged violation, the Seller shall undertake activities aimed at deletion of violating contents from the Shop Website.

Article 13 - Personal data protection

1. The Seller shall be a controller of the Customer personal data voluntarily provided to the Seller under the Registration, when placing a single order, and within the provision of electronic services by the Seller or in other circumstances specified in the Regulations.

- 2.** The Seller processes the Customer personal data for the purposes of fulfilment of orders, provision by the Seller of services by electronic means, and other purposes specified in the Regulations. Data are processed only pursuant to the provisions of law or the consent expressed by the Customer in accordance with the legal provisions in force.
- 3.** The set of personal data provided to the Seller shall be reported by the Seller to the Inspector General for Personal Data Protection.
- 4.** Personal data delivered to the Seller are submitted freely, provided, however, that non-submission of data set out in the Regulations in the process of Registration shall prevent Registration and establishment of the Customer Account and shall prevent submission and fulfilment of the Customer order, in the case of making orders without Registration of the Customer Account.
- 5.** Anyone who transfers his/her personal data to the Seller shall have the right of access to their content and the right to correct it.
- 6.** The Seller shall allow removal personal data from the data set, in particular if the Customer Account is deleted. The Seller may refuse to remove personal data if the Customer fails to pay all amounts owed to the Seller or violates applicable law, and keeping the personal data is necessary to explain the circumstances and determine the liability of the Customer.
- 7.** The Seller shall protect the transferred personal data and shall make every effort to secure them against unauthorised access or use.
- 8.** The Seller shall transfer the Customer's personal data to the Supplier in the scope necessary for execution of Delivery.
- 9.** If the Customer selects payment via the PayU system, his/her personal data are transferred in the scope necessary for execution of the payment to PayU S.A. with its registered office in Poznań (60- 324 Poznań, ul. Grunwaldzka 182) entered into the Register of Entrepreneurs kept by the District Court of Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under the KRS no.: 0000274399.
- 10.** If the Customer selects payment via the tpay.com system, his/her personal data are transferred in the scope necessary for execution of the payment to Krajowy Integrator Płatności S.A. with its registered office in Poznań (Poland, 61-808 Poznań, ul. Św. Marcin 73/6) entered into the Register of Entrepreneurs kept by the District Court of Poznań - Nowe Miasto and Wilda in Poznań, 9th Commercial Division of the National Court Register under the KRS no.: 0000412357.
- 11.** If the Customer selects payment via the e-Raty Santander Consumer Bank system, his/her personal data are transferred in the scope necessary for execution of the payment to Santander Consumer Bank S.A. based in Wrocław (53-611 Wrocław, ul. Strzegomska 42C) entered into the Register of Entrepreneurs kept by the District Court of Wrocław Fabryczna in Wrocławiu. 6Th Commercial Division of the National Court Register under the KRS no.: 0000040562.

Article 14 - Termination of the contract (not applicable to Contracts of Sale)

- 1.** Both the Customer and the Seller may terminate the contract for the provision of electronic services at any time and without giving reasons, subject to the preservation of rights acquired by the other Party before termination of the above-mentioned agreement and the provisions below.
- 2.** The Customer, who has registered, may terminate the contract for the provision of electronic services by demanding the Seller to remove the Customer Account, using any means of distance communication, allowing the Seller to become acquainted with the Customer's declaration of intent.
- 3.** The Seller may terminate the contract for the provision of electronic services by sending to the Customer an appropriate declaration of intent to the e-mail address provided by the Customer during Registration.

Article 15 - Final provisions

- 1.** The Seller shall be liable for non-performance or improper performance of the contract but, in the case of contracts with the Customers being Entrepreneurs, the Seller shall be liable only for deliberate damage and within the limits of losses actually incurred by the Customer being the Entrepreneur.
- 2.** The contents of these Regulations may be recorded by being printed, copied to a storage device or downloaded at any time from the Shop Website.
- 3.** In the event of a dispute related to the concluded Contract of Sale, the parties shall seek to resolve the matter amicably. The Polish law shall be applicable to settlement of any disputes arising under these Regulations.
- 4.** The Seller informs the Customer, being the Consumer, of the possibility of taking advantage of out-of-court means of settling complaints and obtaining redress. Rules of access to such procedures are available at the offices or on the internet sites of the entities responsible for out-of-court settlement of disputes. These may be in particular Consumer rights spokespersons or the Voivodship Inspectorate of Trade Inspection, the list of which is available on the internet site of the Office of Competition and Consumer Protection at the address http://www.uokik.gov.pl/spory_konsumenckie.php. The Seller provides information that at the address <http://ec.europa.eu/consumers/odr/> there is available the platform of an online system of settling disputes between consumers and businesspersons at the EU level (the ODR platform).
- 5.** The Seller reserves the right to amend these Regulations. All orders accepted by the Seller prior to entry into force of the new Regulations shall be delivered based on the Regulations in force at the date of placing the order by the Customer. The amended Regulations shall enter into force within 7 days from the date of publication thereof on the Shop Website. The Seller shall inform the Customer 7 days before entry into force of the new Regulations about the amendment to the Regulations by email, including a link to the contents of the amended Regulations. If the Customer does not accept



the new contents of the Regulations, the Customer shall notify the Seller about this fact, which shall result in termination of the contract in accordance with the provisions of article Article 14.

6. The Regulations shall come into force on 12.08.2022.