

TERMS AND CONDITIONS OF THE WEBSITE
TS-TUTORING.COM

1. GENERAL PROVISIONS

In the first part of the Terms and Conditions, we introduce our company, describe the various forms of contact with our company and discuss the most important definitions you will find in this document.

- 1.1. The website can be accessed at: ts-tutoring.com and its extensions.
- 1.2. The Website is operated by **Think Smart sp. z o.o.** with its registered office in Warsaw (Poland) at Białej Floty 6a /83 (Białej Floty street), 02-654 Warsaw, Poland, KRS number: 0000959007, NIP number: 5213959545, REGON number: 52147541200000, hereinafter referred to as the "Owner".
- 1.3. **Contact with us is possible:**
 - a. **at email address:** thinksmarttutoring@gmail.com;
 - b. **using the mailing address:** Think Smart sp. z o.o., ulica Białej Floty 6a /83 (Białej Floty street), 02-654 Warsaw, Poland;
 - c. **at:** +31 6 41356833 (number available 5 days a week, 9am-5pm CET) ;
 - d. **via the contact form available on the Website.**
- 1.4. Acceptance of the Terms and Conditions is voluntary, but necessary in order to use selected features of the Website.
- 1.5. The Terms and Conditions are made available free of charge on the Website in a way that enables Users:
 - a. familiarise yourself with its contents,
 - b. consolidating its contents by printing it out yourself or saving it on an external medium, e.g. downloading it as a PDF form (durable medium),
 - c. familiarise yourself with its current version as well as its predecessors.
- 1.6. **DEFINITIONS.** Whenever the following capitalized phrases are used in the following section of the Terms and Conditions, they shall be construed in the sense given below unless the context of their use clearly indicates otherwise:
 - a. **AGREEMENT** - an agreement for the provision of services within the meaning of the provisions of the Polish Civil Code, concerning the provision of training by the Tutor (or the readiness to provide them) to the Client for the payment of the Price plus any additional fees for the period indicated on the Product Page and within the range of hours indicated therein. The hours must be used in the specific Billing Periods and may not be used in other Billing Periods. The fact that the total hours are not used in a given Billing Period does not result in a refund of the Price, as remuneration is due for the provision of services or the readiness to provide them. The Contract is concluded between the Customer and the Owner by means of remote communication under the terms and conditions set out in these Terms and Conditions.
 - b. **BILLING PERIOD** - means the interval of time (e.g. a week, a month, one year) covered by a Contract concluded for a definite or indefinite period for which he is obliged to pay the Price. The billing period starts on the date of conclusion of the Contract.
 - c. **CONSUMER** - a natural person making a legal transaction with an entrepreneur which is not directly related to his/her business or professional activity, within the meaning of Article 22(1) of the Polish Civil Code of 23 April 1964.
 - d. **CONTENT/Content** - text, graphic or multimedia elements (e.g. information about Products, promotional films, descriptions, comments), including works within the meaning of the Polish Act on Copyright and Related Rights and images of natural

- persons, which are posted and distributed within the Website by the Owner, the Owner's contractors, the Customer or any other person using the Website, respectively.
- e. **CUSTOMER** - (1) a natural person; or acting through an authorised person, (2) a legal person; or (3) an organisational unit without legal personality which is granted legal capacity by law; having full legal capacity. If the Customer is a natural person with limited legal capacity, he/she undertakes to obtain the legally effective consent of his/her legal representative to conclude a contract on the Website.
 - f. **CUSTOMER SERVICE** - the Customer Service Office of the Website, which provides information on the activities of the Website.
 - g. **ELECTRONIC SERVICE** - provision of services electronically, within the meaning of the Polish Act of 18 July 2002 on the provision of services electronically, by the Owner to the Customer via the Website. To the extent that the services are provided by entities cooperating with the Owner, the relevant provisions concerning the rules of use of these services are contained in the regulations concerning the provision of services by these entities.
 - h. **ENTERPRISE - CONSUMER** - a customer who is a natural person concluding a contract directly related to his/her business activity, when it follows from the content of this contract that it does not have a professional character for him/her, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.
 - i. **INTERENTORY SERVICE** - the Internet service operated by the Owner at ts-tutoring.com which enables the conclusion of the Contract.
 - j. **ORDER** - the Customer's declaration of intent expressing his or her direct intention to conclude the Contract at a distance, made by means of distance communication, specifying the Product for which the Customer is making an offer to conclude the Contract and the Customer's data necessary for the possible conclusion and performance of the Contract. The order of each Product will be treated as an independent offer by the Customer to conclude a Contract (technical facilitation).
 - k. **PRICE** - the amount of gross remuneration (including tax) payable to the Owner for the provision of services under a service contract or standby service. The price is charged each time in advance.
 - l. **PRODUCT** - the service of providing training in the scope described on the relevant Product Page by means of distance communication on the date specified by the Tutor, provided by the Tutor against payment of the Price.
 - m. **PRODUCT PAGE** - a page on the Website which presents, among other things, details of the Product, the Price, the duration of the Contract, the number of hours to be used in a given Billing Period, payment methods and other services.
 - n. **RULES and REGULATIONS** - this document setting out, among other things, the rules for the conclusion of Contracts, service agreements, agreements for the provision of digital content and the rules for the provision and use of services made available by the Owner via the Website to Users and Customers. The Regulations define the rights and obligations of the User, including the Customer as well as the Owner.
 - o. **SUBSCRIPTION** - a variant of a contract concluded for an indefinite period of time allowing access to a Product in a subscription model under which the Customer is obligated to pay the Price in cyclical periods of time in accordance with the chosen Subscription model. The Owner indicates each time on the Product Site whether the contract is concluded in the subscription variant or is concluded for a predetermined period of time.
 - p. **TUTOR** - an external entity which, on the basis of a contract concluded with the Owner, provides services to the Customer in accordance with the Contract (subcontractor).
 - q. **USER/VISITOR** - a natural person browsing the resources of the Website.

2. RULES FOR USING THE WEBSITE

In this section we explain what minimum technical requirements you must meet in order to use its functionality without problems.

- 2.1. The minimum technical requirements of the User's device to enable full and correct use of the Website:
 - a. a device with access to the Internet;
 - b. the latest version of the web browser;
 - c. an active e-mail account (e-mail address) in order to conclude a contract via the Website.
- 2.2. The Owner does not guarantee that the use of the Website will be without errors or technical interruptions. The Owner reserves the right to suspend or restrict access to the Website at any time, without prior notice to Customers. The Owner will endeavour to restore the operation of the Website without delay.
- 2.3. The Proprietor is not responsible for the contents and content of other websites and portals to which the Customer may be redirected using links placed on the Website (e.g. payment operators).

3. ELECTRONIC SERVICES ON THE WEBSITE

In the third part, we present the Electronic Services available on our Website. An Electronic Service is, for example, a Newsletter. We also explain how to make a complaint about Electronic Services in an easy way.

- 3.1. The Owner provides the following Electronic Services via the Website to Users, including Customers, which do not require the payment of a price (free services):
 - a. enabling Customers to place Orders, to conclude Contracts, in accordance with these Terms and Conditions;
 - b. presenting customers with advertising content tailored to their interests;
 - c. to allow you to view Content on the Website, including marketing content;
 - d. contact form.

Complaints about Electronic Services

- 3.2. Complaints related to the provision of Electronic Services may be submitted in any form. It is recommended to use the means of communication indicated in section 1.3 of the Terms and Conditions.
- 3.3. A sample complaint form is available under these Terms and Conditions.
- 3.4. The Owner shall respond to the complaint immediately, but no later than 14 days from the date on which the complaint was made. The Owner shall respond to the complaint in the same form in which the complaint was received, unless the person making the complaint has indicated a request for a different form of communication.

4. CONTRACTUAL CONDITIONS

This is a very important part of the Terms and Conditions, where we explain how you can place an Order and then conclude a Contract.

- 4.1. The information presented on the Website constitutes only an invitation to conclude an

agreement within the meaning of Article 71 of the Polish Civil Code, directed by the Owner to Users, including Customers, and not an offer within the meaning of the Civil Code.

- 4.2. The main features of the performance, including the subject matter of the performance and the method of communication with the User or Customer, are set out on the Product Page (Product Card) or in another manner appropriate to the Product, within the Website.
- 4.3. As part of the development of the Products or services available on the Website and due to their specific nature, the Owner may introduce restrictions as to the ways of placing Orders for specific Products. If several Orders are placed at the same time, of which the restriction referred to above applies to at least one, this may affect the availability of the methods of placing Orders for the others as well.
- 4.4. The conclusion of the Contract between the Customer and the Owner takes place after the Customer has placed an Order.

Placing orders

- 4.5. The Owner enables the User to place an Order via the Website or via the external services (for example: <https://checkout.stripe.com/>) as follows, in sequence:
 - a. On the sub-page describing the available Products, the user selects the Product of interest and proceeds to the order form (purchase path).
 - b. The User must himself fill in the order form to the extent necessary to place the Order. In the form, it is necessary for the User to provide the following details concerning the Customer: e-mail address and details concerning the Contract: indication of the Products and method of payment.
 - c. For non-consumers, it is also necessary to enter the company and VAT number on the order form.
 - d. In any case, the provision of outdated or false data when filling in the order form may prevent the Order from being processed and the Contract from being concluded.
 - e. When completing the Order form, you must select the method of payment of the Price.
 - f. Acceptance of the Terms and Conditions and Privacy Policy is required.
 - g. The Customer sends the Owner an Order (submits an offer).
 - h. Depending on the chosen method of payment for the Order, the Customer may be redirected to the pages of a third-party payment service provider in order to make a payment or provide details for the purchase of instalments or as a deferred payment.

Subscriptions

- 4.6. The ordering of certain Products involves the conclusion of a Subscription Agreement. Subscription Agreements are concluded for an indefinite period. In this case, the payments due to the Owner from the Customer are collected periodically and automatically with the start of the respective Billing Period . Payment is made by debiting the means of payment used by the Customer for this purpose with the amount corresponding to the amount due for the respective Billing Period. Payments are charged on the basis of the details provided by the Customer for the means of payment used for this purpose (e.g. payment card).
- 4.7. The customer can manage his/her Subscription via the external service <https://billing.stripe.com/p/login/7sI8xV5fzajral25kk>.
- 4.8. The Subscription is automatically terminated in the event of an inability to collect payment, e.g. due to insufficient funds on the payment card, expiry of the grid, etc., in which case the Subscription is deemed to have terminated at the end of the previous paid Billing Period. In such a situation, the Subscription is deemed to have terminated at the

end of the previous paid-up Billing Period.

- 4.9. The Owner shall have the right to terminate the Subscription, without stating reasons, forward at the end of the Billing Period immediately following the Billing Period in which he has submitted the notice of termination to the Customer. The notice of termination may be submitted to the Customer's e-mail address.
- 4.10. In the event of termination of the Subscription, the Customer shall be entitled to access the Product until the end of the paid-up Billing Period in which the notice of termination was given.
- 4.11. The Customer shall not be entitled to a refund of any payment made - for the period during which the Contract was performed.
- 4.12. The parties may terminate the Agreement in the subscription variant at any time. In this case, the Agreement will terminate at the end of the last paid-up billing period.

Trial lesson

- 4.13. The Owner also makes it possible to order a trial lesson. In such a case, the Client is obliged to fill in the contact form by indicating: his/her name, e-mail address, telephone number and specifying the preferred way of contact and the topic of the lesson as well as accepting the Rules and Privacy Policy.
- 4.14. Once the above form has been completed, a member of the Owner's staff will contact the client to discuss the details of the trial lesson and to propose a date for it.
- 4.15. The Price of the trial lesson is fixed to the specific Client after the meeting mentioned in the paragraph above, based on the Client's expectations presented during the aforementioned meeting.
- 4.16. After the aforementioned meeting has taken place, the Owner or his employee will send the Client the payment details for the trial lesson. Making the payment constitutes the conclusion of the Contract for the delivery of the Product (in the form of a trial lesson) to the Customer. r.
- 4.17. A trial lesson can also be purchased without the above meeting. In this case, the client must place an order in accordance with par. 4.15 et seq.
- 4.18. Once the trial lesson has taken place, the Owner, its employee or the Tutor shall send the Customer the details for payment for the Product selected by the Customer. The payment constitutes the conclusion of the Contract for its provision to the Customer.

Further steps after ordering

- 4.19. The Proprietor shall, in response to the Order, immediately send an automatic message to the Customer at the e-mail address provided by the Customer for this purpose confirming receipt of the Order.
- 4.20. Once the Order has been verified, without unreasonable delay, the Owner sends an email to the Customer at the email address provided with:
 - a. by confirming acceptance of one or more individual offers for the Products made under the Order and confirming the conclusion of the Contract (acceptance of the Order with respect to the Products indicated in the message); or
 - b. information about the impossibility of accepting all offers for Products made under the Order, e.g. due to non-payment .
- 4.21. The Contract shall be concluded as soon as the offer(s) of the Order have been confirmed, i.e. the email mentioned above has been sent to the Customer in respect of the Products indicated therein.
- 4.22. By placing an Order, the Owner agrees to receive the bill / invoice, correction invoice and duplicates of these documents electronically, to the e-mail address indicated. Together

with the confirmation of the Order, the Owner sends a bill / invoice. At the same time, the Customer declares that he/she will receive the above electronic invoices at the e-mail address provided by him/her.

- 4.23. If it is not possible to accept all or some of the offers made within the Order, the CUSTOMER SERVICE will contact the Customer to:
- a. inform the Customer that it is not possible to accept all the offers made under the Order; or
 - b. confirmation by the Customer of his willingness to complete the Order in the part in which the Owner has agreed to accept the offers to conclude the Contract. The Customer may then cancel the Order in its entirety (in respect of all offers), which shall be without prejudice to its right to cancel the Contract. The Customer's cancellation of the Order shall relieve the Owner of the obligation to continue with the Order. If the Order is cancelled, the following section shall apply accordingly.
- 4.24. If it is not possible to accept the offer(s) made within the scope of the Order, the Contract in respect of the Products indicated by the CUSTOMER SERVICE shall not be concluded, and the Owner shall immediately, no later than within 14 days, return the payments made by the Customer to the extent that the Contract has not been concluded.
- 4.25. The Owner shall endeavour to ensure the availability of all Products and the performance of the Contract. In the event of the impossibility of performance in extraordinary or unforeseen situations, and in other situations stipulated by law, the relevant provisions of the Civil Code, including Articles 493-495 of the Civil Code, may apply, in particular concerning the obligation to return the performance to the Consumer without delay.
- 4.26. The total value of the Order includes the Price and any other costs of optional payable services selected by the Customer. The Customer shall be informed of the total price including taxes of the Product as well as other costs and, where these cannot be ascertained, of the obligation to pay these charges, before the Order is placed and before the Contract is concluded.

5. PAYMENT METHODS AND DEADLINES

We are flexible - our Service allows various payment methods. Check out how you can pay for your Order.

- 5.1. The Owner provides the Customer with various payment methods for the Order through trusted payment intermediaries:
- electronic payments (e.g. Przelewy24, Apple pay, Google Pay, Blik);
 - a. payment card payments;
 - b. deferred payments;
 - c. payment by traditional bank transfer.
- 5.2. The current possible payment methods are specified on the Website at the time the Customer expresses his/her wish to be bound by the Contract. The available payment methods may depend on the Product selected by the Customer. The available payment methods may change when several Orders are placed at the same time, in particular with regard to the Products covered by them.
- 5.3. Settlement of electronic payment and payment card transactions is carried out according to the Customer's choice via authorised third-party services.
- 5.4. If the Owner does not receive the Customer's payment, the Customer Service may contact the Customer to remind him of the payment, including by sending an email (transaction email). Failure to make payment of the Price within 7 days from the date of conclusion of the Contract shall give rise to the right to terminate the contract between the parties by the Owner through the fault of the Customer.
- 5.5. The termination of the Contract during its validity does not entitle the Customer who is

not a Consumer to claim a refund of the Price already paid, irrespective of the moment of termination.

6. PERFORMANCE OF PAID-FOR PRODUCTS

- 6.1. Within 48 hours of payment of the order, the Owner or an employee of the Owner will contact the Customer's chosen communication channel to arrange the details of the performance of the Service including the determination of the Tutor.
- 6.2. The commencement of the service within the Products paid for by the Customer shall take place within 4 working days from the determination of the details of the service in accordance with clause. 6.1 of the Terms and Conditions.
- 6.3. The performance of the service takes place each time via the means of distance communication (software) indicated by the Tutor on the date specified by the Tutor.
- 6.4. The Customer shall be obliged to provide himself/herself with access to the remote communication software indicated by the Tutor as well as access to the Internet network and equipment enabling the use of the Product.
- 6.5. In the event of non-attendance at a training course through the fault of the Client or third parties, the Owner shall not be obliged to refund the Price paid by the Client.
- 6.6. In the event that the service under the Contract is not provided within a period of 3 months to the payment due to the fault of the Client (e.g. no contact), the service shall be deemed to have been provided and the Owner shall not be obliged to refund the Price paid by the Client. Prior to the expiry of the aforementioned period, the Owner shall, by means of the chosen method of communication, inform the Customer of its expiry.

7. OPINIONS POSTED ON THE WEBSITE

Our Service collects feedback on our services. We aim to make this process as transparent as possible. We care about honest feedback. Therefore, in this section of the Terms and Conditions, we explain what rules apply to our Service during the process of posting feedback and comments.

- 7.1. After receiving the ordered Products (opinion on the Products) or placing an Order (opinion on the course of the transaction), the customer may be asked via email. The addition of feedback is entirely voluntary.
- 7.2. The Customer may add an opinion on the Products using a dedicated link for the submission of an Opinion (sent by an external company acting on behalf of the Owner).
- 7.3. Opinions are collected through our partner Trustpilot A/S (registration number: 30276582). For more information on the processing of feedback by our partner, please see here: <https://pl.trustpilot.com/trust/how-reviews-work>.
- 7.4. By filling in the feedback form, the customer agrees to the publication of the content contained therein, in particular the number of stars, the photo and the comment concerning the product in question, as well as to the disclosure of his/her personal data to the extent necessary for the posting of the opinion.
- 7.5. The opinions posted on the Online Shop are not sponsored in any way and their content does not affect the terms of future contracts with the Owner.
- 7.6. We post all opinions, both positive and negative, as long as their content does not violate these Terms of Use or applicable law.
- 7.7. Opinions posted in the Online Shop are subject to verification as to whether they have been written by Customers who have actually purchased the Product. The aforementioned verification is carried out by comparing the data of Customers who purchased the reviewed products with the data of persons posting opinions. In addition,

forms enabling the posting of an opinion are sent only to the e-mail address provided by the Customer when placing an Order.

- 7.8. As part of our Website, we make some reviews available. You can always verify all opinions posted via external tools by clicking on the link:

8. COMPLAINT PROCEDURE

We pay great attention to what we offer our customers. However, if you have any objections to what we do for you - check out how you can easily lodge a complaint with us.

- 8.1. The Customer, who is a Consumer and an Entrepreneur-Consumer, is entitled to make a complaint about the services provided under the Contract.
- 8.2. The Proprietor shall be liable for the conformity of the performance with the contract, in particular the Proprietor shall be obliged to provide the Customer with services without defects and in accordance with the contract concluded. The Owner shall not be liable for the non-conformity of the Product with the contract if the Consumer has been expressly informed that a specific feature of the Product deviates from the requirements of conformity with the contract and, at the latest at the time of conclusion of the contract, has expressly and separately accepted the features of the Product.
- 8.3. The proprietor shall be liable for any lack of conformity with the contract existing at the time of delivery to the consumer and discovered within 2 years of that time.
- 8.4. A complaint may be submitted by the Customer in any form. You are encouraged to make a complaint using the forms of communication described in the Terms and Conditions.
- 8.5. In the event of non-conformity with the contract, the Customer, being the Consumer and the Entrepreneur-Consumer, shall have the rights set out in the Consumer Rights Act, the Civil Code and other provisions of applicable law.
- 8.6. In the event of non-conformity, the consumer may require the service to be brought into conformity with the contract. The trader may refuse to bring the service into conformity if bringing the service into conformity is impossible or would impose excessive costs on the trader, the assessment of which shall take into account all the circumstances of the case, in particular the significance of the lack of conformity.
- 8.7. The trader shall bring the goods into conformity within a reasonable time from the moment the trader is informed by the consumer of the lack of conformity with the contract and without excessive inconvenience for the consumer, taking account of their nature and the purpose for which they are used. The costs of bringing the goods into conformity with the contract shall be borne by the trader.
- 8.8. If the services are not in conformity with the contract, the consumer may make a declaration to reduce the price or withdraw from the contract when:
 - a) conforming to the contract is impossible or requires unreasonable costs;
 - b) the trader has failed to bring the contract into conformity
 - c) the lack of conformity continues even though the trader has tried to bring the contract into conformity;
 - d) the lack of conformity with the contract is so significant as to justify either a reduction in price or rescission of the contract without a prior attempt at conformity;
 - e) it is clear from the trader's statement or the circumstances that he will not bring the contract into conformity within a reasonable time or without undue inconvenience for the consumer.
- 8.9. The Owner shall be liable for non-conformity with the contract existing at the time of delivery and disclosed within 2 years from that time. The Customer's claims for non-conformity with the contract shall be time-barred after a period of 6 years from the date on which the non-conformity of the Product with the contract became apparent. The end of the limitation period is the last day of the calendar year.

- 8.10. If the Consumer makes a declaration of price reduction, the amounts due as a result of exercising this right will be refunded to the Customer no later than 14 days from the date of receipt by the Owner of the Customer's declaration of price reduction. The refund will be made using the same method of payment that the Customer used when paying for the goods, unless the Customer expressly agrees to a different method of refund.
- 8.11. It is recommended that the customer states in the description of the complaint:
(1) information and circumstances concerning the subject of the complaint, in particular the type and date of occurrence of the defect; (2) a request for the manner of bringing the complaint into conformity with the Contract or a declaration of price reduction or withdrawal from the Contract; and (3) contact details of the complainant (name and surname, correspondence address, telephone number, e-mail address) - this will facilitate and speed up the handling of the complaint by the Owner. The requirements specified in the preceding sentence are in the form of a recommendation only and do not affect the effectiveness of complaints submitted with the omission of the recommended description of the complaint.
- 8.12. The Owner shall respond to the Customer's complaint immediately, but no later than within 14 days of receipt. Otherwise, the complaint shall be deemed to have been acknowledged by the Owner.

9. OUT-OF-COURT COMPLAINT AND REDRESS PROCEDURES AND RULES ON ACCESS TO THESE PROCEDURES

We are based on the assumption that, in the event of a difference of opinion with a client, it is worth talking and trying to reach a mutual agreement on an amicable basis. See how we can resolve a potential dispute.

- 9.1. The use of out-of-court complaint and redress procedures is voluntary. The following provisions are for information purposes and do not constitute an obligation on the Owner to use out-of-court dispute resolution. The Owner's statement of consent or refusal to participate in the out-of-court means of resolving consumer disputes shall be submitted by the Owner on paper or other durable medium in the event that the dispute has not been resolved following a complaint submitted by the Consumer.
- 9.2. The rules for conducting procedures for out-of-court resolution of consumer disputes and the obligations of entrepreneurs in this respect are defined separately in the law (including in particular the Polish Act of 23 September 2016 on out-of-court resolution of consumer disputes) or in the regulations applied by the relevant entities competent to resolve consumer disputes. Detailed information on the possibility for a Customer who is a Consumer to use out-of-court ways of handling complaints and pursuing claims, as well as rules of access to these procedures, may be available at the offices and websites of district (city) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, Provincial Inspectorates of Commercial Inspection, in particular also at the following website address of the Office of Competition and Consumer Protection https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php. The President of the Office of Competition and Consumer Protection keeps an open register of entities authorised to conduct proceedings on out-of-court settlement of consumer disputes.
- 9.3. The customer who is a Consumer has the following examples of out-of-court complaint and redress procedures:
- The customer shall be entitled to apply to the permanent amicable consumer court referred to in Article 37 of the Act of 15 December 2000 on Trade Inspection to resolve a dispute arising from the concluded contract.
 - The Customer may obtain free assistance in resolving a dispute between the Customer

- and the Owner, also using the free assistance of a district (city) consumer ombudsman or a social organisation whose statutory tasks include consumer protection (e.g. Federation of Consumers, Association of Polish Consumers).
- c. At <http://ec.europa.eu/consumers/odr>, the European Commission provides a platform for the online resolution of consumer disputes. The owner does not currently participate in this voluntary alternative dispute resolution procedure.
- 9.4. If you would like to use amicable dispute resolution, you can use the information available [at https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage](https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage).

10. RIGHT OF WITHDRAWAL (RETURNS)

We know that sometimes consumers want to exercise their statutory right to return. We fully understand this. Check out our Service's cancellation policy.

- 10.1. The Customer, being a Consumer, who has concluded a contract at a distance or off-premises, may withdraw from the contract without giving any reason and without bearing any costs, except for those provided by law, within 14 days from the day of taking possession of the purchased Product. The regulations of this section of the Terms and Conditions also apply to the Entrepreneur - Consumer, who declares that he exercises his right to withdraw from the contract on the basis of the Polish Act of 30 May 2014 on consumer rights, as he has concluded a contract directly related to his business activity and the contract itself does not have a professional character for him.
- 10.2. It shall be sufficient for the deadline to be observed if the Consumer or Entrepreneur-Consumer makes a statement to the Owner before the expiry of the deadline. The Consumer or the Entrepreneur-Consumer may make any unambiguous statement in which he or she communicates his or her withdrawal from the Contract.
- 10.3. Your declaration of withdrawal from the Contract may be made using the withdrawal form, a specimen of which is included under the Terms and Conditions. The declaration of withdrawal from the Contract may be submitted in **any form** to the data indicated in section 1.3 of the Terms and Conditions, however, using the form will help us to process your case faster.
- 10.4. The period for withdrawal shall start from the day of its conclusion by the Consumer.
- 10.5. In the event of an effective withdrawal from a distance contract, the contract shall be deemed not to have been concluded.
- 10.6. The Proprietor is obliged to return all payments made by the Consumer immediately, but no later than within 14 days of receipt of the Consumer's or the Entrepreneur-Consumer's declaration of withdrawal from the contract.
- 10.7. If the Consumer or Entrepreneur-Consumer exercises his/her Statutory Right of withdrawal, the Owner shall refund the payment using the same means of payment used by the Consumer, unless the Consumer has expressly agreed to a different method of refund that does not incur any costs for the Consumer.
- 10.8. The statutory right of withdrawal **shall not apply to** the Consumer and the Entrepreneur-Consumer in the following circumstances:
- if the period of 14 days to inform the Owner of the wish to withdraw from the Contract is exceeded;
 - if he has already used the purchased service;
 - in the situations referred to in Article 38 of the Polish Consumer Rights Act.

11. INTELLECTUAL PROPERTY RIGHTS

In this section we indicate what intellectual property rights we protect on our Website and what rules you must follow.

- 11.1. All rights to the Website, and in particular the proprietary copyrights, the intellectual property rights to its name, the Internet domain, as well as to the forms, legal documents, logos, trademarks, text, graphics, photographs and other content posted by the Owner belong to the Owner, and may only be used in accordance with the Terms and Conditions.
- 11.2. It is forbidden to copy, reproduce, modify, reproduce or distribute any part of the Website or its elements without the prior written consent of the Owner, except in cases expressly permitted by the provisions of the applicable law and these Terms of Use. The Owner may take steps, including legal proceedings, to protect his own interests and those of the Clients of the Website.
- 11.3. The rights to use, copy and distribute the data available on the site are subject to the provisions of the Copyright and Related Rights Act.
- 11.4. The use of the Website data for commercial purposes may only take place after prior notification to and written consent from the Owner.

12. PROTECTION OF PERSONAL DATA

Find out how we take care of your personal data.

- 12.1. The data protection principles are set out in the document "[Privacy Policy](#)".
- 12.2. The rules for the use of cookies on the Website are set out in the document "[Cookies Policy](#)".

13. PROVISIONS FOR NON-CONSUMERS

If you are shopping on our Website and you are not a consumer or a business with consumer rights - this section of the Terms and Conditions is aimed at you.

- 13.1. This section of the Terms and Conditions and the provisions contained therein shall only apply to Customers who are not Consumers and Entrepreneurs - Consumers (entrepreneurs on the rights of consumers).
- 13.2. Pursuant to Article 558 § 1 of the Polish Civil Code, the Owner's warranty liability for the Product towards a Customer who is not a Consumer is excluded.
- 13.3. Neither the Owner nor its employees, authorised representatives and agents shall be liable to the Client, its subcontractors, employees, authorised representatives and/or agents for any damages, including loss of profits, unless the damage was caused by them intentionally.
- 13.4. Whenever the liability of the Owner, its employees, authorised representatives and/or agents is established, this liability in relation to a Customer who is not a Consumer, regardless of its legal basis, shall be limited - both as part of a single claim and for all claims in total - to the amount of the Price paid for the last Contract, but no more than PLN 500 and only in relation to the actual damage suffered. The Owner's liability for lost profits is contractually excluded.
- 13.5. In the event of late payment, the Owner shall be entitled to charge interest at the maximum rate for late payment. Interest shall accrue from the day following the date on which the due date has expired.

- 13.6. The Owner shall be entitled to withhold performance of any Order in the event of any arrears of payment by the Customer to the Owner until such time as any arrears of payment by the Customer have been settled. In such event, the Owner shall not be liable in any way to the Customer for non-performance of the Contract and the Customer waives any claim therefor.
- 13.7. Any disputes arising between the Owner and the non-consumer Customer shall be submitted to the court having jurisdiction over the Owner's registered office.
- 13.8. With regard to Customers who are not Consumers, the Owner may amend the Terms and Conditions at any time on the basis of generally applicable legal provisions.
- 13.9. Liability for lost profits of the Customer who is not a Consumer is contractually excluded.

14. FINAL PROVISIONS

- 14.1. Regulations version 2.0. comes into force on 22.02 2024 r.
- 14.2. In matters not covered by these Regulations, the provisions of generally applicable law shall apply.
- 14.3. Unless otherwise stipulated by mandatory provisions of law, Polish law shall govern all disputes arising from these Terms and Conditions.
- 14.4. If the mandatory provisions of the law of the country of the Customer's habitual residence provide for more favourable conditions for the Customer than the provisions of Polish law and the provisions of these Terms and Conditions, the provisions of the law of the country of the Customer's habitual residence shall apply.
- 14.5. The content of these Rules and Regulations may be subject to change in a situation in which the Owner modifies the manner or scope of his/her business activity or as a result of legal changes resulting in the need to adapt the Rules and Regulations to generally applicable law. The Website will inform the Users of any changes by posting information on the Website's page or in the form of an email message. Each person who receives the above-mentioned message will be able to make a declaration of termination of agreements for the provision of electronic services (within a period no longer than 14 days from the date of receipt of the message) implemented on the basis of these Regulations.
- 14.6. The provisions of the Terms and Conditions in force at the time the Order is placed shall apply to Orders / completed transactions / placed before the amendments to the Terms and Conditions became effective.

Previous versions of the Rules of Procedure:

Regulation 1.0 effective from on 01.09.2022 to 21.02.2024 : [Old Terms And Conditions](#).

Link to forms:

[Complaint form](#)

[Withdrawal form](#)