

These terms and conditions set out the rules for making purchases in the online store operated by the Seller at [www.thecakes.pl](http://www.thecakes.pl).

The Seller is a company - The Cakes sp.z o.o. with a registered office at Trakt Lubelski 135, 04-790 Warszawa, entered into the register of entrepreneurs kept by the District Court for the Capital City of Warsaw (Sąd Rejonowy dla m.st. Warszawy), Commercial Division XIII, under KRS number 0000557793, NIP 9522136973, REGON 361541791, with share capital in amount of PLN 50.000.

In all matters relating to the sale of Goods realized through the Online Store, the Client may contact the Seller by mail (at the address: The Cakes sp. z o.o. , Trakt Lubelski 135, 04-790 Warsaw) or by e-mail (at the address: [reklamacje@thecakes.pl](mailto:reklamacje@thecakes.pl)). The online store is guided by consumer rights. The consumer may not waive the rights granted to him under the Consumer Rights Act. Contract provisions less favorable to the consumer than the provisions of the Consumer Rights Act shall be invalid, and the provisions of the Consumer Rights Act shall apply in their place. The provisions of these Terms and Conditions are not intended to exclude or limit any of the rights of consumers to which they are entitled under mandatory provisions of law, and any possible doubts should be interpreted in favor of the consumer. In the event of a possible inconsistency between the provisions of these Regulations and the aforementioned regulations, these regulations shall prevail and shall be applied.

## **§ 1 Definitions**

1. Regulations - these rules and regulations.
2. Digital Services Act or Act - Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the Single Market for Digital Services and amending Directive 2000/31/EC (Digital Services Act) (OJ L 277, 27.10.2022, pp. 1-102).
3. Business Day - one day from Monday to Friday excluding public holidays.
4. Registration Form - a form available on the Online Store that allows you to create an Account.
5. Order Form - Electronic Service, an interactive form available on the Online Store that allows you to place an Order, in particular by adding Products to an electronic shopping cart and specifying the terms of the Sales Agreement, including the method of delivery and payment.
6. Client - a natural person, legal entity or organizational unit without legal personality,

but having the capacity to perform legal acts, who, under the terms of these regulations, places an Order in the Online Store.

7. Consumer - a customer who is a natural person using the Online Store for the purpose not directly related to his/her business or professional activity.
8. Account - Electronic Service, a set of resources in the Service Provider's ICT system, marked with an individual name (login) and password provided by the Customer, in which data provided by the Customer and information about Orders placed by him/her in the Online Store are collected.
9. Newsletter - Electronic Service, an electronic distribution service provided by the Service Provider via e-mail, which enables all Service Recipients using it to automatically receive from the Service Provider the cyclic content of successive editions of a newsletter containing information about Products, news and promotions in the Online Store.
10. Illegal Content - information that in itself or by reference to an action, including the sale of Products or the provision of Electronic Services, does not comply with the law of the European Union or with the law of any Member State that is in compliance with the law of the European Union, regardless of the specific subject matter or nature of that law.
11. Electronic Service - a service provided electronically by the Service Provider to the Customer via the Online Store.
12. Service Provider or Seller - an entity that sells Goods through the Online Store under the terms of the Regulations.
13. Subject of the Transaction - Goods listed and described on the website of the Online Store.
14. Goods/Product - a movable item, presented in the Online Store, to which the Sales Agreement applies.
15. Consumer Rights Act - the Act of May 30, 2014 on consumer rights (Journal of Laws 2014, item 827, as amended).
16. Sales Contract - a contract of sale of Goods within the meaning of the Civil Code Act, concluded between the Seller and the Customer, through the Internet Store.
17. Online Store - Internet service available at [www.thecakes.pl](http://www.thecakes.pl), through which the Customer can place an Order.

18. Order - a declaration of will of the Customer specifying unambiguously the type and number of Goods, aiming directly at concluding a Sales Agreement.
19. Regulation - Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

## **§ 2 General principles**

1. The Regulations set out the rules for the use of the Online Store.
2. The following Services are available on the Online Store: Account, Order Form and Newsletter.
3. The use of the Account is possible after a total of two consecutive steps by the Client - (1) completing the Registration Form, (2) clicking on the "Continue" field. In the Registration Form, it is necessary for the Service Recipient to provide the following data of the Service Recipient: name and surname/company name, address (street, house/apartment number, postal code, city, country), e-mail address, contact telephone number and password. The Account Electronic Service is provided free of charge for an indefinite period of time. The Client has the option, at any time and without giving any reason, to remove the Account (resignation from the Account) by sending an appropriate request to the Service Provider, in particular via e-mail to: [info@thecakes.pl](mailto:info@thecakes.pl) or in writing to the address: Trakt Lubelski 135, 04-790 Warsaw.
4. The use of the Order Form begins when the Client adds the first Goods to the electronic shopping cart on the Online Store. The Order is placed after the Customer completes a total of two consecutive steps - (1) completing the Order Form and (2) clicking the "Order and pay" box on the Web Store page after completing the Order Form. - up to this point, it is possible to modify the entered data on your own (for this purpose, you should be guided by the displayed messages and information available on the website of the Online Store). In the Order Form, it is necessary for the Client to provide the following data concerning the Client: name and surname/company name, address (street, house/apartment number, postal code, city, country), e-mail address, contact telephone number and data concerning the Sales Agreement: Product(s), quantity of Product(s), place and method of delivery of Product(s), method of payment. In the case of Client who are not consumers, it is also necessary to provide company name and Tax Identification Number. The Electronic Order Form Service is provided free of charge and has a one-time nature, and terminates at the time of placing an Order through it, or at the time of earlier termination of placing an Order

through it by the Client.

5. The Newsletter can be used after three consecutive steps have been performed by the Client - (1) providing in the "Newsletter" tab visible on the Online Store website the e-mail address to which subsequent editions of the Newsletter are to be sent, (2) clicking on the "Subscribe" box, and then (3) confirming the Newsletter subscription by clicking on the confirmation link sent to the provided e-mail address. It is also possible to subscribe to the Newsletter by checking the appropriate checkbox when creating an Account or placing an Order - the moment the Account is created or the Order is placed, the Client is subscribed to the Newsletter. The Newsletter Electronic Service is provided free of charge for an indefinite period of time. The Client may, at any time and without giving any reason, unsubscribe from the Newsletter (Newsletter unsubscribe) by sending an appropriate request to the Service Provider, in particular via e-mail to: [info@thecakes.pl](mailto:info@thecakes.pl) or in writing to the address: Trakt Lubelski 135, 04-790 Warsaw.
6. As a condition for placing an Order in the Online Store by the Client, it is necessary to read the Regulations and accept their provisions at the time of processing the Order.
7. The online store retails decorative paper, envelopes, art and creative supplies, as well as party decorations and accessories. Sales are conducted via the Internet with shipping within the European Union.
8. All Goods offered in the Online Store are brand new, free from physical and legal defects and have been legally introduced into the Polish market.
9. The Client is obliged not to provide content that is prohibited by law, including content that promotes violence, defamatory or violates the personal rights and other rights of third parties.
10. The technical requirements for using the Online Store include an Internet connection with a bandwidth of at least 512kb/s and computer equipment with a Windows/MacOS/Linux operating system and a web browser in the latest stable version (we recommend Google Chrome, Safari, Opera, Mozilla Firefox) with JavaScript enabled, or other electronic equipment with an Android or iOS operating system with a web browser in the latest stable version (we recommend Google Chrome, Safari, Opera, Mozilla Firefox) with JavaScript enabled.

### **§ 3 Placing orders**

1. All prices given in the Online Store are gross prices expressed in Polish zloty. The listed prices do not include shipping costs.
2. Orders are accepted through the Online Store or by email. Orders can be placed 24 hours a day, all year round.
3. An order is successfully placed if the Client has correctly filled out the Order Form and correctly provided his/her contact information, including the exact address to which the Goods are to be shipped and the telephone number and e-mail address.
4. In case the provided data is incomplete, the Seller will contact the Customer. If contact with the Client is not possible, the Seller has the right to cancel the Order.
5. The Client, during the process of placing the Order, may express the wish to receive a VAT invoice. The VAT invoice may be attached to the shipped package or sent electronically to the indicated e-mail address.
6. When placing an Order, the Client must consent to the inclusion of personal data in the database of the Online Store for processing in connection with the execution of the Order. The customer has the right to inspect the personal data provided, to correct them and to request their deletion at any time.
7. The Client may use the option of remembering his/her personal data by the Online Store system to facilitate the process of placing another Order. For this purpose, the Client should provide the login and password necessary to access his/her account. The Client's login is the e-mail address provided by the Client. The password is a string of characters set by the Client. The Seller does not have access to the Client's password. The Client is obliged to protect the password from unauthorized access by third parties.
8. After placing an order, the Client will receive an automatic reply to the e-mail address provided confirming receipt of the Order by the Online Store.
9. The content of the concluded Sales Agreement is recorded, secured and made available to the Client by (1) making these Terms and Conditions available on the website of the Online Store and (2) sending the Client the e-mail message referred to in § 3.8 of the Terms and Conditions. The content of the Sales Agreement is additionally recorded and secured in the IT system of the Seller's Online Store.
10. The time of commencement of processing the Order coincides with the moment when the payment is received in the bank account specified in the Order confirmation (in case of payment by bank transfer) or with the moment when the Order is paid for (in case of PayU payment) or with the moment when the Order is placed (in case of

choosing the "cash on delivery" option).

#### **§ 4 Shipping costs and deadline**

1. Orders with shipping to the address are processed within 1 Business Day. To this period should be added the period of delivery, the duration of which depends on the selected method of delivery.
2. Orders with personal pick-up at the Service Provider's stationary stores are processed within 2 Business Days. To this period should be added the period of delivery, the duration of which varies from 1-2 Business Days.
3. The Seller reserves the right to the occurrence of periods of extended order processing time for reasons beyond the Seller's control, about which the Seller will be informed on an ongoing basis on the main page of the Online Store (<http://thecakes.pl>). The occurrence of periods of extended order processing time does not require an amendment to the Terms and Conditions in § 4.1 of the Terms and Conditions.
4. The term of execution of the Order and its delivery indicated in the Online Store is calculated in Business Days and begins in accordance with § 3.10 of the Regulations.
5. The Goods are shipped to the address indicated in the Order form via courier service, InPost Paczkomaty sp. z o.o. based in Cracow and Orlen Paczka Online Store will inform the Client immediately if the Order form is incorrectly filled in, which prevents the shipment or may delay it. In the case of choosing delivery via InPost Paczkomaty sp. z o.o. based in Krakow, the delivery address will be the address of the Paczkomaty chosen by the Client when placing the Order.
6. In the case of personal collection, shipments are delivered to the designated stationary store of the Seller. The Service Provider shall inform about the possibility of picking up the Order by e-mail. The Order must be picked up within 7 days of receiving information about the possibility to pick it up. Order not collected within the specified period, will be sent back to the warehouse of the Online Store, and then cancelled.
7. The Client shall be charged the delivery costs specified in the delivery price list. The customer may consult the price list available in advance under the tab Delivery and payment.

#### **§ 5 Payments**

1. A named invoice or VAT invoice is issued for each Goods.
2. Payment for the Order can be made on delivery (upon receipt of the Goods), through the electronic payment system (PayU) or by bank transfer to the bank account of the Online Store.

## **§ 6 Withdrawal from the Sales Agreement**

1. A Client who is a Consumer may withdraw from the Sales Agreement within 30 days without giving any reason.
2. The period for withdrawal from the Sales Agreement shall begin from the moment of taking possession of the Goods by the Customer, which shall mean, among other things, delivery of the consignment to the address indicated by the Customer. The Customer may withdraw from the Sales Agreement by submitting a statement of withdrawal to the Service Provider. The statement can be made on a form, a sample of which has been posted by the Seller in the Online Store, in the tab Returns. To meet the deadline it is sufficient to send the statement before its expiration.
3. In the event of withdrawal from the Sales Agreement, it is considered not concluded.
4. If the Customer has made a statement of withdrawal from the Sales Contract before the Service Provider has accepted his offer, the offer ceases to be binding.
5. The Service Provider is obliged to return the value of the returned Goods to the Customer immediately, but no later than within 14 days of receipt of the Customer's statement of withdrawal from the Sales Contract. In case of withdrawal from the Sales Contract in full, the Service Provider is obliged to refund the cost of delivery of the Goods (in the amount of the cost of the cheapest delivery available on the date of the order). The Service Provider may withhold reimbursement of payments received from the Customer until it receives the returned Goods or the Customer provides proof of return of the Goods, whichever event occurs first.
6. In case of withdrawal from the Sales Agreement in its entirety, the Service Provider is obliged to refund the cost of delivery of the Goods (in the amount of the cost of the cheapest delivery available on the date of the order). In case of withdrawal from the Sales Contract in part, the Service Provider is not obliged to refund the cost of delivery of the Goods, unless not purchasing the returned part of the Goods would reduce the value of delivery. In this case, the Service Provider will refund the corresponding part of the value of the cheapest delivery available on the date of the order.



7. The Service Provider may withhold reimbursement of payments received from the Customer until it has received the returned Goods or the Customer has provided proof of return of the Goods, whichever event occurs first.
8. If the Customer exercising the right to withdraw from the Sales Contract has chosen a method of delivery of the Goods other than the cheapest method of delivery offered by the Service Provider, the Service Provider is not obliged to reimburse the Client for the additional costs incurred by the Customer.
9. The Customer is obliged to return the Goods to the Service Provider immediately, but no later than within 14 days from the day on which he withdrew from the Sales Contract. To meet the deadline it is sufficient to send the Goods back to the address: The Cakes sp. z o.o., Trakt Lubelski 135, 04-790 Warsaw before this deadline.
10. In the event of withdrawal from the Sales Agreement, the Customer shall bear the costs of returning the Goods. In case of non-collection of the Goods by the Customer, which is presumed to be a withdrawal from the Contract, the Customer shall be charged with the costs of returning the Goods to the Seller.
11. The Customer shall be liable for any diminution in the value of the Goods resulting from the use of the Goods beyond what is necessary to ascertain the nature, characteristics and functioning of the Goods.
12. The service provider shall refund the payment using the method of payment used by the Customer.

## **§ 7 Warranty**

1. The Service Provider shall ensure delivery of Goods free of physical and legal defects. The Service Provider shall be liable to the Client for physical or legal defects.
2. If the Goods have a defect the Client may:
  - A. make a statement to reduce the price or withdraw from the Sales Agreement - unless the Service Provider, promptly and without undue inconvenience to the Client, replaces the defective Goods with defect-free ones or removes the defect. This limitation does not apply if the Goods have already been replaced or repaired by the Service Provider, or the Service Provider has failed to comply with the obligation to replace the Goods with defect-free or remove the defects. The Client may, instead of the removal of the defect proposed by the Service Provider, demand the replacement of the Goods with defect-free ones or, instead of the replacement of the Goods, demand the removal of the defect, unless bringing the Goods into conformity with the contract in the manner



chosen by the Client is impossible or would require excessive costs in comparison with the manner proposed by the Service Provider. In assessing the excessiveness of costs, the value of the Goods free from defects, the type and significance of the defect found, as well as the inconvenience to which the Client would be exposed by another method of satisfaction shall be taken into account;

- B. demand to replace the Defective Goods with defect-free ones or to remove the defect. The Service Provider is obliged to replace the Defective Goods with defect-free ones or remove the defect within a reasonable time without excessive inconvenience for the Client. The Service Provider may refuse to satisfy the Client's request if bringing the Defective Goods into conformity with the Sales Contract in a manner chosen by the Client is impossible or, compared to the other possible manner of bringing the Defective Goods into conformity with the Sales Contract, would require excessive costs. The cost of repair or replacement shall be borne by the Service Provider.
- 3. The Client who exercises warranty rights is obliged to deliver the defective item to the Service Provider's address. In the case of a Client who is a Consumer, the cost of delivering the Goods is covered by the Service Provider.
- 4. The Service Provider shall be liable under the warranty if a physical defect is discovered before the expiration of two years from the delivery of the Goods to the Client. The claim for removal of the defect or replacement of the Goods with defect-free Goods shall be time-barred with the expiration of one year, but the period shall not end before the expiration of the period specified in the first sentence.
- 5. If the Customer has demanded replacement of the Goods with defect-free goods or removal of the defect, the time limit for withdrawal from the Sales Agreement or submission of a statement on price reduction shall begin upon the ineffective expiration of the time limit for replacement of the Goods or removal of the defect.

## **§ 8 Complaints**

- 1. Any complaints related to the Merchandise or performance of the Sales Agreement, the Client may address in writing to the following address: The Cakes sp. z o.o., Trakt Lubelski 135, 04-790 Warsaw, or electronically at: reklamacje@thecakes.pl.
- 2. The Service Provider will respond to the submitted complaint within 14 days of its delivery.

## **§ 9 Privacy policy and data protection**

1. The administrator of the databases of personal data submitted by the Customer of the Online Store in connection with orders placed is the Service Provider.
2. Data protection issues are addressed in the Privacy Policy of Service Provider.
3. Customer's personal data may be shared by the Online Store with recipients of personal data other than the Service Provider, as specified in par. III of the Privacy Policy, including in particular:
  - A. PayU S.A. based in Poznań (address: ul. Grunwaldzka 182, 60-324 Poznań), entered in the register of entrepreneurs kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, 8th Economic Department of the National Court Register under the KRS number 0000274399, to the extent necessary for the execution of payments;
  - B. ING Bank Śląski S.A. with its registered office in Katowice (address: Sokolska 34, 40-086 Katowice), entered in the register of entrepreneurs kept by the District Court of Katowice-Wschód in Katowice, VIII Commercial Department of the National Court Register under the number 0000005459 (the "**Bank**") to the extent referred to in Article 6(1)(f) of the Regulation, i.e.: (i) provision by the Bank to the Online Store of the service of making available the infrastructure for handling Internet payments; (ii) handling and settlement by the Bank of payments made by customers of the Online Store with the use of payment instruments over the Internet; (iii) for the purpose of verifying by the Bank the due performance of the agreements concluded with the Online Store, in particular ensuring the protection of the interests of the payers in connection with the complaints submitted by them;
  - C. Twisto Polska sp. z o.o. with its registered office in Warsaw (address: Puławska 2, 02-566 Warsaw), entered into the register of entrepreneurs kept by the District Court for the City of Warsaw in Warsaw, XII Economic Department of the National Court Register under the number 0000689624 ("**Twisto**"), in the scope referred to in Article 6 (1) lit. (f) of the Ordinance, in connection with the possibility of offering to make payment for the Goods purchased by Twisto under a contract of mandate that includes the "Buy with Twisto" purchasing formula and making that purchasing formula available through the Online Store, as well as for the purpose of Twisto's verification of the due performance of such contracts of mandate.
4. In the event that the transfer of the Client's personal data takes place:
  - A. in order to conclude a Sales Agreement with the Online Store, the provision of personal data by the Client is a condition for concluding a Sales Agreement. Providing personal data in this situation is voluntary, but the consequence of not providing such data will be the inability to conclude a Sales Agreement with the Online Store;

- B. for the purpose of transferring the Client's personal data to Twisto prior to the conclusion of the sales contract for the Goods purchased in the Online Store, the transfer of such data is a condition for the conclusion of the Sales Contract in connection with the business model of operation adopted by the Online Store;
  - C. to the Bank in connection with the processing and settlement of payments made by the Client of payments to the Online Store via the Internet using payment instruments, the provision of data is required in order to process the payment and provide confirmation of its execution by the Bank to the Online Store;
  - D. to the Bank in order for the Bank to verify the proper execution of the agreements concluded with the Online Store, in particular to ensure the protection of the interests of the payers in connection with the complaints submitted by them providing this data is required to enable the execution of the agreement concluded between the Online Store and the Bank;
  - E. to Twisto in connection with the possibility of proposing to the Customer to pay the price for the Goods purchased by the Client by Twisto under an order contract that includes the "Buy with Twisto" purchasing formula and making this formula available by the Online Store, the provision of this data and its processing for this purpose is required in connection with the business model of conducting business adopted by the Online Store and for the purpose of executing the Sales Contract.
5. In matters relating to the protection of personal data and not regulated by the Regulations, the provisions of the Privacy Policy and the Civil Code and relevant provisions of applicable Polish law, as well as European Union law, in particular the Regulation, shall apply.

## **§ 10**

### **Illegal content and other content that does not comply with the Regulations**

1. This section of the Regulations contains provisions under the Digital Services Act as it relates to the Online Store and the Service Provider. As a rule, the Service Recipient is not obliged to provide content when using the Online Store, unless the Terms and Conditions require specific data (e.g., data for placing an Order).
2. Point of Contact - The Service Provider designates the email address [info@thecakes.pl](mailto:info@thecakes.pl) as a single point of contact. The Point of Contact shall enable direct communication of the Service Provider with the authorities of the Member States, the European Commission and the Digital Services Council, and at the same time shall

enable the recipients of the service (including the Service Recipients) to communicate directly, quickly and in a friendly manner with the Service Provider by electronic means, for the purpose of application of the Digital Services Act. The Service Provider shall indicate the Polish language and the English language for communication with its point of contact.

3. Procedure for reporting Illegal Content and acting in accordance with Article 16 of the Digital Services Act:
  - A. At the e-mail address [info@thecakes.pl](mailto:info@thecakes.pl), any person or any entity may report to the Service Provider the presence of certain information that the person or entity considers to be Illegal Content.
  - B. The notification should be sufficiently precise and adequately justified. To this end, Service Provider shall allow and facilitate submissions to the email address provided above that contain all of the following: (1) a sufficiently substantiated explanation of the reasons why the person or entity alleges that the reported information constitutes Illegal Content; (2) a clear indication of the exact electronic location of the information, such as the exact URL(s), and, where applicable, additional information to identify the Illegal Content, as appropriate to the type of content and the specific type of service; (3) the name and email address of the person or entity making the report, except for a report concerning information deemed to be related to one of the offenses referred to in Art. 3-7 of Directive 2011/93/EU; and (4) a statement confirming the reporting person's or entity's good faith belief that the information and allegations contained therein are correct and complete.
  - C. The notification referred to above shall be deemed to give rise to actual knowledge or knowledge for purposes of Article 6 of the Digital Services Act with respect to the information to which it relates if it enables the Service Provider acting with due diligence to determine, without detailed legal analysis, the illegal nature of the activity or information in question.
  - D. If the notification contains electronic contact information of the person or entity that made the notification, the Service Provider shall without undue delay send such person or such entity an acknowledgement of receipt of the notification. The Service Provider shall also notify such person or such entity without undue delay of its decision with respect to the information to which the notification relates, providing information on how to appeal the decision.
  - E. The Service Provider shall consider all notifications it receives under the mechanism referred to above and make decisions with respect to the information to which the notifications relate in a timely, non-arbitrary and objective manner and with due diligence. If the Service Provider uses automated means for the purpose of such processing or decision-making, it shall include information about this in the notification referred to in the preceding paragraph.

6. Information on the restrictions that the Service Provider imposes in connection with the use of the Online Store, with regard to the information provided by the Service Recipients:
  - A. The following rules apply to the Service Recipient for the delivery of any content on the Online Store:
    - a. the obligation to use the Online Store, including to post content (e.g., as part of opinions or comments), in accordance with its purpose, these Regulations and in a manner consistent with the law and good morals, with due regard to respect for the personal rights and copyrights and intellectual property of the Service Provider and third parties;
    - b. obligation to enter content that is factually correct and not misleading;
    - c. Prohibition of providing unlawful content, including prohibition of providing Illegal Content;
    - d. prohibition of sending unsolicited commercial information (spam) via the Online Store;
    - e. prohibition to provide content that violates generally accepted rules of netiquette, including content that is vulgar or offensive;
    - f. the obligation to have, where necessary, all the required rights and permissions to provide such content on the pages of the Online Store, in particular copyright or the required licenses, permissions and consents to use, distribute, share, or publish it, especially the right to publish and distribute it on the Online Store and the right to use and distribute the image or personal data in the case of content that includes the image or personal data of third parties.
    - g. the obligation to use the Online Store in a manner that does not pose a security risk to the Service Provider's data communications system, the Online Store or third parties.
  - B. The Service Provider reserves the right to moderate Content provided by Service Recipients to the Online Store website. Moderation shall be carried out in good faith and with due diligence and on the Service Provider's own initiative or upon notification received in order to detect, identify and remove Illegal Content or other content that does not comply with the Terms and Conditions or to prevent access to it or to take the necessary measures to comply with the requirements of European Union law and national law compatible with European Union law, including the requirements set forth in the Digital Services Act, or the requirements contained in the Terms and Conditions.
  - C. The moderation process may be done manually by a human being or may rely on automated or semi-automated tools to help the Service Provider identify Illegal Content or other content that does not comply with the Terms and Conditions. Once

such content is identified, the Service Provider shall make a decision as to whether to remove or disable access to the content, or otherwise limit its visibility or take such other action as it deems necessary (e.g., contact the Service Recipient to clarify objections and amend the content). The Service Provider shall clearly and easily understandably inform the Service Recipient who provided the content (if it has his contact information) of its decision, the reasons for its decision and the options available to appeal the decision.

- D. In exercising its rights and obligations under the Digital Services Act, the Service Provider shall act with due diligence, in an objective and proportionate manner and with due regard to the rights and legitimate interests of all parties involved, including the recipients of the service, in particular, taking into account the rights enshrined in the Charter of Fundamental Rights of the European Union, such as freedom of expression, freedom and pluralism of the media and other fundamental rights and freedoms.
5. Any comments, complaints, complaints, appeals or objections regarding decisions or other actions or lack of action taken by the Service Provider on the basis of a notification received or a decision of the Service Provider taken in accordance with the provisions of these Regulations may be submitted in a manner analogous to the complaint procedure indicated in Section 6. of the Regulations. The use of this procedure is free of charge and allows the submission of complaints electronically to the e-mail address provided. The use of the procedure for filing and processing complaints is without prejudice to the right of the person or entity in question to initiate proceedings before a court of law and does not affect his other rights.
6. The Service Provider shall consider any comments, complaints, complaints, appeals or objections to decisions or other actions or inaction taken by the Service Provider based on a notification received or decision made in a timely, non-discriminatory, objective and non-arbitrary manner. If the complaint or other notification contains sufficient reasons for the Service Provider to consider that its decision not to take action in response to the notification is unjustified or that the information complained of is not illegal and in violation of the Regulations, or contains information indicating that the complainant's action does not justify the measure taken, the Service Provider shall, without undue delay, rescind or modify its decision as to whether to remove or prevent access to the content or otherwise limit its visibility, or take such other action as it deems necessary.
7. Service Recipients, persons or entities who have reported Illegal Content to whom Service Provider's decisions regarding Illegal Content or content that does not comply with the Terms of Service are directed, shall have the right to choose any out-of-court dispute resolution body certified by the Digital Services Coordinator of the Member State to resolve disputes regarding these decisions, including with respect to complaints that have not been resolved through Service Provider's internal complaint

handling system.

## **§11**

### **Promotions and discounts**

1. Promotions, sales and discounts, including coupons/discount codes and loyalty programs made available through the Online Store, Newsletter or through other publication channels, such as social media accounts maintained by the Service Provider, do not combine with each other.
2. In the case of a combination of several discounts or promotions - one discount or promotion applies to a given product - according to what is more beneficial to the Customer.
3. The Service Provider reserves the right to terminate the promotion or the applicable discount before the stipulated duration, e.g. as a result of running out of stock.

## **§ 12 Change of Regulations**

1. The Terms and Conditions are subject to change. We recommend that you read the Terms and Conditions each time before placing an Order.
2. Orders placed by Customers prior to the effective date of the amendments to the Regulations will be processed in accordance with the previous provisions of the Regulations.

## **§13**

### **Final provisions**

1. The content of the Terms and Conditions may be recorded by printing or saving on a medium of your choice.
2. If a dispute arises regarding the Sales Agreement, the Client and the Service Provider agree to seek an amicable resolution of the dispute. The governing law for the resolution of any disputes arising under the Terms and Conditions shall be Polish law.
3. The customer may use out-of-court means of handling complaints and claims, including mediation. Lists of permanent mediators and existing mediation centers are provided and made available by the presidents of the relevant District Courts.



4. Any disputes related to the Sales Agreement can also be resolved by the customer via the ODR online platform.
5. The Regulations are published in Polish and English versions. In case of discrepancies, the Polish version is binding.

LAST UPDATE OF REGULATIONS - May 15, 2024.

PREVIOUS VERSION of the regulations until May 14, 2024. - download