

# TERMS OF SERVICE

**Effective Date:** April 25, 2024

**These Terms of Service govern the provision of Digital Content, Digital Services, and Online Consultations available on the website located at [www.martabekacz.com](http://www.martabekacz.com).**

For ease of reference throughout these Terms, the module of the website enabling product purchases will be referred to as the "Store".

In this Terms of Service, you will find, among other things: contract formation rules, contract terms, provisions regarding consumers, and information on complaint procedures and contract withdrawal.

A contract may be formed by placing an Order on the Store's website. The information available on the Store's website and in these Terms of Service does not constitute an offer within the meaning of the Civil Code provisions but an invitation to enter into a contract.

If you have any questions regarding the content of these Terms or any inquiries related to purchases and the operation of the Store, you can contact me at: [info.martabekacz@gmail.com](mailto:info.martabekacz@gmail.com) or by phone at +48 888 680 685.

Telephone contact is available on business days from 9:00 AM to 3:00 PM.

## **Who Provides Digital Content, Digital Services, or Conducts Consultations?**

The service provider is the owner of the store, Marta Bekacz, conducting business under the name Marta Bekacz.

## **Who Does This Terms of Service Apply to?**

These Terms of Service apply to individuals who use the provided Digital Content or Digital Services and Online Consultations within the Store. The recipients are both consumers, entrepreneurs as consumers, and other entrepreneurs.

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### **Explanation of Definitions**

#### **Service Provider**

Marta Bekacz, conducting business under the name Marta Bekacz.

#### **Store**

The website is available at: [martabekacz.com](http://martabekacz.com)

#### **Order Form**

A form used to place an order for Digital Content, Digital Services, and Consultations. Completing the form requires adding selected Digital Content, Digital Services, or Consultations to the Cart, selecting a payment method, and providing customer data necessary for the purchase.

#### **Client**

This can be a Consumer, Entrepreneur, or Entrepreneur acting as a consumer. The Customer is an entity that is a natural person or a legal person making a purchase of Content or Digital Service.

#### **Entrepreneur**

A legal person or natural person engaged in business activity making a purchase of Content or Digital Service, concluding an Agreement, and the content of this Agreement indicates that it is directly related to the Entrepreneur's business activity and has a professional nature for the Entrepreneur.

### **Consumer**

A natural person conducting a legal transaction with the Service Provider not directly related to their business or professional activity.

### **Entrepreneur acting as a consumer**

A natural person engaged in business activity making a purchase of Content or Digital Service directly related to the business activity of that person, but from the content of the Agreement it follows that this Agreement does not have a professional character for the entrepreneur (e.g., based on data on the subject of business activity provided in CEIDG).

### **Customer Account**

Individual access by the Customer to the Store's website identified by a username and password in the form of character strings securing access to the account.

### **Digital Content**

Data generated and provided in digital form.

### **Digital Service**

A service allowing for the creation, processing, and storage of data or access to it in digital form, or a service allowing for the shared use of data in digital form that has been transmitted or generated by the consumer or other users of this service, or other forms of interaction using such data.

### **Product**

Individual access by the Customer to Digital Content or Digital Service, which is the subject of the Agreement, and which is granted for a specified period in accordance with the Agreement, as well as a service in the form of Consultation. Product Description and gross prices are available on the Store's website with the presented Digital Content, Digital Service, or Consultation.

## **Consultation**

A service provided by the Service Provider to the Customer as individual cooperation electronically, in particular in the form of conversation and/or video conversation. A consultation may take place on an external platform, which will be indicated in the description on the Store's website.

## **Price**

The indicated in EURO, USD, or POLISH ZLOTY remuneration with taxes due to the Service Provider for the performance of the Agreement by the Service Provider.

## **Electronic Service**

The provision of services electronically, within the meaning of the Act of July 18, 2002, on the provision of electronic services (Journal of Laws of 2020, item 344, as amended), by the Service Provider to the Customer through the website of the Store.

## **Technical Requirements**

These are the minimum technical requirements whose fulfillment is necessary to cooperate with the teleinformatics system used by the Store, including the conclusion of an Agreement for the Provision of Services or an Agreement, i.e.:

- computer, laptop, or other multimedia device with Internet access;
- access to e-mail;
- The Customer must have a valid/active e-mail address, and in certain cases, a keyboard or other pointing device enabling correct completion of electronic forms;
- Access to the current Internet browser: Mozilla Firefox, Internet Explorer, Opera, Google Chrome, Safari.

In the case of Consultations, the minimum technical requirements, in addition to those mentioned above, also include access to a computer, laptop, or other multimedia device with Internet access equipped with a webcam and microphone.

A consultation may take place on an external platform, which will be indicated in the description of the Product on the Store's website. To conduct the Consultation, it will be necessary to meet the technical requirements of the platform indicated in the Product description.

## **Agreement**

It is an agreement concluded between the Service Provider and the Customer through the Store or in another way, in particular by sending an Order to the Service Provider's e-mail address and paying for the submitted Order by the Customer, within the framework of which the Service Provider undertakes to provide Digital Content or Digital Service and/or conduct Consultation, and the Customer to pay the Price. The Agreement is concluded upon receipt of the Order confirmation by the Service Provider.

## **Agreement for the Provision of Services**

### **Order**

This is the expression of the Customer's will submitted through the order form, aimed at concluding a distance contract, which is submitted using means of distance communication, in particular the Store's website, to which the Customer submits an offer to conclude a contract regarding Digital Content or Digital Service and/or Consultation, directed to the Service Provider and within which the Customer provides their data necessary for the eventual conclusion and performance of the Agreement.

Placing an Order is also possible by sending it to the Service Provider's email address indicated in the Terms and Conditions.

### **Cart**

Electronic Service provided to the Customer of the Store allowing them to place an order for Digital Content or Digital Service and/or Consultation, entering discount codes enabling a reduction of the Price on terms determined by separate agreements/terms and conditions, displaying a summary regarding the Price of individual Digital Content, Digital Services, and Consultations.

### **Promotions**

Specific conditions for concluding a Contract proposed by the Service Provider at a specific time, which the Customer can use on terms determined by the Service Provider, e.g., reducing the price of Digital Content or Digital Service and/or Consultation.

### **Consumer Rights Act**

Consumer Rights Act of May 30, 2014 (Journal of Laws of 2020, item 287, as amended).

### **Terms and Conditions**

This document specifies the rules for concluding Agreements and the rules for the provision and use of services, including Electronic Services, provided by the Service Provider through the Store to Customers. The Terms and Conditions specify the rights and obligations of the Store's Customer, whether a Consumer, Entrepreneur, or Entrepreneur as a consumer.

### **Initial Price**

The initial Price of the Product at which the Product appeared in the Store.

### **Lowest price from the last 30 days before the reduction**

The Lowest Price at which the product was available in the Store in the last 30 days before the reduction.

### **Promotional Price**

The Price of Products in the Store after the reduction due to the announcement of a Promotion by the Service Provider.

## **General Terms of Use of the Store**

1. This Regulation is provided free of charge to each Customer before the conclusion of the contract in a manner that allows obtaining, reproducing, and recording its content using the teleinformatics system used by the Customer.
2. The Customer is obliged to familiarize themselves with the content of the Regulation before concluding the contract. If the Customer does not accept its provisions, they should not make purchases in the Store. Conclusion of the Agreement with the Service Provider means that the Customer has familiarized themselves with the content of the Regulation and is bound by its provisions.
3. All Product prices are gross prices (including VAT).
4. To properly use the Store, it is necessary to meet the Technical Requirements, have access to a device with Internet, with an up-to-date operating system and an up-to-date web browser, as well as have an email account. The Customer should also have knowledge about the risks of using the Internet (including online shopping) and secure their device with basic technical security measures (e.g., antivirus programs).
5. The Customer is obliged not to provide unlawful content and content prohibited by law (e.g., infringing the personal rights of third parties), and also to enter data consistent with the factual state.
6. The Store's Customer is obliged in particular to:

- provide in the forms provided by the Store only true, current, and necessary data and promptly update the data, including personal data, provided by the Customer in connection with the conclusion of Agreements;
- use the services and functionalities provided by the Store in a manner that does not disrupt the functioning of the Store and in accordance with the provisions of applicable law, the provisions of the Regulation, as well as customs and principles of social coexistence, also in a manner that does not disrupt the functioning of other Store Customers;
- not deliver and not transfer within the Store any content prohibited by the provisions of applicable law, in particular infringing the proprietary copyrights of third parties or their personal rights;
- not place content of an unlawful nature, such as: sending or posting unsolicited commercial information (spam) in the Store or posting any content violating legal regulations;
- not modify unauthorized content provided by the Store, in particular Prices or descriptions of Digital Content or Digital Services;
- not undertake actions aimed at acquiring information not intended for the Customer;
- timely payment of the Price and other costs determined by the Customer in full.

1. The Customer is not entitled to transfer the login and password to unauthorized persons or to use another Customer's account.
2. Digital Content, Digital Services, and Consultations may be presented in the Store as part of pre-sale or Promotions, the conditions of which are included in the Store. The price indicated by the Service Provider next to the Promotional Price is the lowest price at which the product was available in the store within the last 30 days (lowest price from the last 30 days before the reduction).
3. In the case of making Digital Content, Digital Services, and Consultations available as part of a Promotion, the Service Provider indicates that the given Digital Content, Digital Service, or Consultation is at a promotional price.
4. If Customers are allowed to familiarize themselves with the opinions of other Customers on the Store's website, the Service Provider takes reasonable and proportionate steps to verify whether the opinions are reliable and posted by persons who actually used Digital Content or Digital Services, or Consultations. Information on the method of verifying opinions by the Service Provider is available in the "Opinion Verification" tab.
5. If the Price provided to the Customer on the Store's website is personalized, e.g., determined based on information about the Customer obtained from marketing data (profiling), the Service Provider provides the Customer with information about the individual adjustment of the price (price personalization)

for the Price of Digital Content, Digital Service, or Consultation on the Store's website.

6. The Service Provider takes organizational and technical measures to ensure the security of using the Store and the functionalities available on the website (account registration form, order form, etc.).
- 7.

## **Electronic Services on the Store's Website, including Creating a Customer Account**

1. The Service Provider provides the following Electronic Services to Customers through the Store free of charge:
  - Service of concluding Agreements on the terms specified in the Regulation;
  - Customer Account Service and storage and provision to the Customer through the Account of the Customer's Order history on the Store's website and access to Digital Content and Digital Service by logging into the Store's website;
  - Ordering Service on the terms specified in the Regulation;
  - Service enabling Customers to use the Cart service;
  - Service of providing Digital Content and Digital Services on the Store's website.
1. The Customer has the opportunity to create an Account on the Store's website when placing an Order. The Account includes, among other things, information about Orders and allows the Customer to remember previously used data needed to place an Order.
2. The Service Provider provides the Account maintenance service during the performance of the Agreement, for a period not shorter than one year from the date of creating the Account.
3. Using the Account is possible after completing the form and accepting the provisions of this Regulation and clicking the "Create account" button or another equivalent, whereby the Account is created automatically when making the first purchase in the Store. In the case of placing an Order via email or private message with the Service Provider through a social media platform, e.g., Instagram, the Account is created by the Service Provider after payment of the Price, whereby the Customer receives a message with an activation link to the email address provided by them or in a private message on the platform where they placed the Order, and independently sets the password for their Account.



4. In the Account creation form, it is necessary for the Customer to provide the following specified data: name and surname, email address, login, and password.
5. Creating a Customer Account is done by completing the registration form and sending it to the Service Provider through the Store's website (as part of placing an Order). Upon sending the confirmation of creating the Customer Account, an agreement on maintaining the Account on the Store's website is concluded.
6. The Agreement on maintaining the Account is concluded for an indefinite period and can be terminated at any time.
7. The Customer logs into the Account using the email address and an individual password, which the Customer sets independently.
8. The Customer can place an Order without creating an Account or by creating an Account.
9. At the Customer's request, the Service Provider deletes the Customer Account. To submit a request to delete the Account, the Customer should contact the Service Provider at the email address provided at the beginning of the Regulation.
10. The Customer Account is deleted within 30 days from the date of receiving the request to delete the Account.
11. The use of the Cart starts when the Customer adds the first Digital Content, Digital Service, or Consultation to the Cart.
12. The Cart Service is provided free of charge and is of a one-time nature and ends when the Order is placed.
13. Complaints related to the provision of Electronic Services can be submitted in writing to the Service Provider's registered office or electronically to the address specified at the beginning of the Regulation.
14. The Service Provider responds to complaints immediately, no later than within 14 days from the date of receipt.
15. To expedite the consideration of the complaint, it is recommended that the Customer provide in the complaint description information and circumstances regarding the subject of the complaint, in particular the type and date of

occurrence of the irregularity, and the Customer's request along with providing the contact details of the complainant.

16. The above requirements are only recommendations from the Service Provider and do not affect the effectiveness of complaints submitted without the recommended complaint description.

## **Conclusion, Performance of the Agreement, and Payments**

1. The Service Provider enables placing Orders and concluding Agreements regarding the provision of Digital Content and Digital Services, as well as the provision of Consultation services through the Store's website.
2. The main features of Digital Content, Digital Services, and Consultations, along with their specifications, are specified on the product page of each Digital Content, Digital Service, or Consultation on the Store's website.
3. The Agreement between the Customer and the Service Provider can be concluded after the Customer submits an Order based on the terms specified below.
4. The Agreement is concluded after placing an Order on the Store's website using the Order Form, at the moment of its confirmation by the Service Provider, whereby the confirmation is made by sending an email message by the Service Provider to the email address provided by the Customer when placing the Order.
5. The subject of the Agreement is the obligation of the Service Provider to provide Digital Content and/or Digital Services and/or provide Consultation services to the Customer for a price indicated on the Store's website, payable by the Customer.
6. Orders can be placed 7 days a week, 24 hours a day.
7. The Service Provider enables the Customer to place an Order in the following way: by adding Digital Content, Digital Services, or Consultations to the Cart, after which the Customer proceeds to the Order Form or the Customer with an Account confirms the accuracy and correctness of the data necessary to conclude and fulfill the Agreement in the Order Form.
8. A Customer who does not have an Account is obliged to independently complete the Order Form with their data necessary to conclude and fulfill the Agreement.

9. In any case, providing outdated or false Customer data may prevent the execution of the Agreement because the condition for placing an Order is the correct and complete completion of the Order Form. In the Order Form, the Customer must provide the following data concerning the Customer: name and surname, exact address, email address, and data concerning the Agreement, i.e., the selected Digital Content, Digital Service, or Consultation, the method of payment for the Digital Content and/or Digital Service, and/or Consultation by the Customer.
10. In the case of Customers who are not Consumers, it is also necessary to provide the company name, and if they requested the issuance of a VAT invoice within the form, also the data necessary to issue a VAT invoice, including the VAT identification number.
11. A condition for placing an Order, in addition to the circumstances mentioned above, is also accepting the terms of the Regulation and the Privacy Policy of the Service Provider, as well as payment of the Price for Digital Content and/or Digital Services and/or Consultations after selecting the payment method that requires it.
12. Pressing the "Order and Pay" button (or any other with equivalent meaning) is equivalent to placing an Order (the Customer makes an offer) for the selected Digital Content and/or Digital Service and/or Consultation.
13. The Customer has the option to verify the Digital Content, Digital Service, or Consultation in the Cart and make changes until the Order is placed.
14. After clicking the "Order and Pay" button (or any other with equivalent meaning), the Customer will have the opportunity to choose the payment operator and will be automatically redirected to the payment gateway operated by the selected operator in the case of choosing online payment. Information about available operators is provided on the Store's website. In the case of placing an Order by email, the payment must be made to the account indicated on the invoice.
15. In response to the Order, the Customer immediately receives a message to the email address provided for this purpose with confirmation of receiving the Order and starting its verification.
16. After verifying the Order, without undue delay, the Service Provider sends to the Customer at the email address provided a message confirming the acceptance of the offer submitted within the Order and confirming the

commencement of the Order's execution or information about the refusal to accept all or some of the offers submitted within the Order.

17. The Agreement is concluded upon acceptance of the Order by the Service Provider, which occurs by sending an email confirming the acceptance of the Order. In the case of an Order that must be paid based on an invoice issued by the Service Provider, the Customer is obliged to pay the Price in full within the period indicated on the invoice issued by the Service Provider. Failure to fulfill this obligation results in the Agreement not being concluded.
18. In the event of refusal to accept the offer or offers submitted as part of the Order by the Customer, the Agreement regarding Digital Content, Digital Services, and/or Consultation, specified by the Service Provider in the email message refusing the offer, is not concluded. In this case, the Service Provider refunds the payments made by the Customer without delay, no later than within 14 days from sending the message mentioned above.
19. To the email address provided in the form by the Customer, the Service Provider sends a summary of the Order containing the most important information about the Order.
20. The Service Provider organizes Promotions for selected Digital Content, Digital Services, or Consultations available on the Store's website. Promotions cannot be combined unless the terms of the Promotions explicitly state otherwise. The possibility of using a specific Promotion may depend on the availability of Digital Content, Digital Services, or Consultations on the Store's website.
21. The Service Provider enables the following payment methods:
  - Electronic payment (Order fulfillment will commence upon the Service Provider sending the Customer confirmation of Order acceptance and upon receipt of payment confirmation by the Service Provider from the Customer) in the form of traditional bank transfer or payment made through a payment operator,
  - traditional bank transfer,
  - payment made through a payment operator.
  1. The Service Provider will provide the Customer with a proof of purchase in electronic form. The Customer agrees that the proof of payment, i.e., invoice or receipt, will be prepared and sent to the email address provided by them during Order placement or Account creation.
  2. Payment for Digital Content, Digital Service, or Consultation is made using the PayU SA service headquartered in Poznań, ul. Grunwaldzka 186, 60-166 Poznań, entered into the entrepreneurs' register kept by

the District Court Poznań – Nowe Miasto and Wilda in Poznań, VIII Economic Department of the National Court Register under the number 0000274399, NIP 7792308495, REGON 300523444, PayPal (Europe) S.à r.l. et Cie, S.C.A 22-24 Bd Royal, 2449 Ville-Haute Luxembourg, Luxembourg, or tPay belonging to Krajowy Integrator Płatności S.A. with its registered office in Poznań, plac Andersa 3, 17th floor, 61-894 Poznań, entered into the entrepreneurs' register kept by the District Court Poznań – Nowe Miasto and Wilda in Poznań, VIII Economic Department of the National Court Register under the number 0000412357, NIP 7773061579, REGON 30087843.

3. The Service Provider does not store customers' credit card numbers in its database.
4. Payment is made according to the rules presented on the Store's website. In case of doubts, the Customer can contact the Service Provider by sending a message to the address indicated in the Terms and Conditions.

## **Digital Content and Services**

1. Digital Content and Services offered on the Store's website relate to developmental content, including topics related to astrology. Under the Agreement concluded in accordance with the provisions of this Terms and Conditions, the Service Provider provides the Customer with Digital Content and/or Digital Services in accordance with the Customer's Order.
2. Fulfillment of the Order means that the Service Provider provides the Customer with data enabling access to content in accordance with the Customer's Order. Access data is sent to the email address provided during Order placement (login and password for the Customer's Account on the Store's website). Creating a Customer Account on the Store's website, which enables the use of Digital Content and/or Services, is free of charge.
3. Prices of Digital Content and Services are presented to the Customer on the Store's website and during the Order placement. All prices listed on the Store's pages are gross prices including taxes.
4. Due to the nature and duration of Services or Digital Content, individual variants of Digital Content or Services may differ in their scope and level of access to materials.
5. All Services and Digital Content are presented on the Store's website. Access to the content of the Order will be granted to the Customer immediately after

the conclusion of the Agreement (usually after the Customer has paid the fee corresponding to the Price of the selected Digital Content or Service to the Service Provider), unless otherwise indicated in the description of the Digital Content or Service. The Customer's Account means an individual panel for each Customer, activated for them by the Service Provider on the Store's website.

6. Upon logging into the Customer's Account after purchasing a Service or Digital Content, or upon gaining access to the ordered Digital Content or Service, especially by sending a link to download materials or gaining access to them, the subject of the Agreement is considered to be delivered in full to the Customer.
7. If the Service Provider specifies a different delivery time for Digital Content or Service in the description, the Customer is bound by the deadline indicated by the Service Provider on the Store's website (pre-sale).

## **Online Consultations**

1. As part of the Consultations, the Service Provider offers individual cooperation described on the Product page in the Store.
2. The Consultation is not a form of therapy or psychotherapy, and the Service Provider does not take responsibility for the Client's actions taken as a result of information obtained during the Consultation. The Consultation is auxiliary and voluntary for the Client in the self-improvement process. The Client implements the guidelines received from the Service Provider at their own risk.
3. The Product description includes the scope of the consultation, duration, detailed procedure, and dates.
4. The Consultation can be used by a Customer who has previously purchased Digital Content or Digital Services from the Service Provider.
5. To arrange the Consultation, the Client sends a message to the Service Provider at the email specified in this Terms and Conditions, indicating preferred consultation times considering the times indicated by the Service Provider in the Product description. The Service Provider contacts the Client within 48 hours of purchasing the Consultation, unless another deadline is specified in the Product description.
6. The Service Provider has the right to terminate the Consultation if the Client's behavior may indicate that they are under the influence of intoxicating substances, are unaware of the decisions made, or are behaving offensively and violating the Service Provider's personal rights.

7. In case of force majeure situations preventing the Client's participation in the scheduled Consultation, the Client and the Service Provider inform each other in a reasonable time before the Consultation date. A new consultation date is then agreed upon jointly
8. Consultations offered on the Store's website constitute a service within the meaning of Article 38(1)(1) of the Act of May 30, 2014, on consumer rights.
9. In a situation where the Service Provider has fully performed the Consultation with the explicit consent of the Consumer or Entrepreneur with Consumer rights, who was informed before the provision commenced that after the service is provided, they lose the right of withdrawal, the right of withdrawal shall not apply to them.
10. Complaints related to the provision of Consultations can be submitted in writing to the Service Provider's registered office address or electronically to the address specified at the beginning of the Terms and Conditions. The Service Provider shall respond to the complaint immediately, no later than within 14 days from the date of its receipt.
11. To expedite the handling of complaints, it is recommended that the Client provide, in the description of the complaint, information and circumstances regarding the subject of the complaint, especially the type and date of the irregularity, the Client's request, and contact details of the complainant.
12. The above requirements are only recommendations from the Service Provider and do not affect the effectiveness of complaints submitted without following the recommended complaint description.

## **Copyrights**

1. The Customer is obligated to comply with the terms of this license regarding the content available within the Store, individual Digital Content and Services, and materials provided as part of Consultations. The Service Provider may specify separate license terms by including an appropriate provision in the description of Digital Content, Digital Services, or Consultations.
2. The Customer has the right to use Digital Content, Digital Services, or materials provided as part of Consultations solely for their own use, unless otherwise specified in the Product description.

3. The Customer is prohibited from sharing Digital Content, materials provided as part of Consultations, or their Account credentials with other entities.
4. The Digital Content, Digital Services, and materials provided as part of Consultations available within the Store may not be subject to disposal by the Customer (in particular, resale or commercial distribution and sale).
5. The license granted to the Customer does not include the right to:
  - Permanently or temporarily reproduce the content available within the Store, including Products, in whole or in part, for any purpose other than creating copies for personal use.
  - Make any other changes to the content, in whole or in part, including Products, available on the Store's website.
  - Distribute the content, including Products, available on the Store's website for consideration, by any means and in any form.
  - Distribute the content, including Products, available on the Store's website free of charge, by any means and in any form.

*Unless otherwise specified in the description of Digital Content, Digital Services, or Consultations, the license is granted for the duration of the Agreement/365 days.*

### **Rights in Case of Non-Conformity with the Agreement**

1. The Service Provider is liable to the Customer if the Digital Content or Digital Service does not conform to the agreement. Details regarding the non-conformity of the Service or Digital Content with the agreement are governed by the provisions of the Civil Code with regard to Entrepreneurs and the Act of May 30, 2014, on consumer rights, with regard to Consumers and Entrepreneurs with consumer rights. To avoid doubt, it is indicated that the rights due to non-conformity of Digital Content or Digital Service with the agreement apply to Store customers who are Consumers and Entrepreneurs with consumer rights.
2. In case of identifying non-conformity of the Content or Digital Service with the Agreement, the Customer should contact the Service Provider (at the email address provided at the beginning of the Terms and Conditions or by post), specifying their claim related to the non-conformity of the Content or Digital Service with the Agreement.
3. If the Digital Content or Digital Service does not conform to the Agreement, the Consumer may demand that it be brought into conformity with the Agreement.



4. The Service Provider may refuse to bring the Digital Content or Digital Service into conformity with the Agreement if bringing the Digital Content or Digital Service into conformity with the Agreement in a manner chosen by the Consumer is impossible or would require excessive costs for the Service Provider. When assessing the excessiveness of costs, all circumstances of the case are taken into account, especially the significance of the non-conformity of the Digital Content or Digital Service with the Agreement and the value of the Digital Content or Digital Service in accordance with the Agreement.
5. The Service Provider brings the Digital Content or Digital Service into conformity with the Agreement within a reasonable time from the moment the Service Provider was informed by the Consumer of the non-conformity with the Agreement, without excessive inconvenience to the Consumer, considering their nature and the purpose for which they are used. The costs of bringing the Digital Content or Digital Service into conformity with the Agreement are borne by the Service Provider.
6. If the Content or Digital Service does not conform to the Agreement, the Consumer may submit a statement on price reduction or withdrawal from the Agreement when:
  - Bringing the Content or Digital Service into conformity with the Agreement is impossible or would require excessive costs, in accordance with points 4 and 5;
  - The Service Provider has not brought the Digital Content or Digital Service into conformity with the Agreement in accordance with point 6;
  - The non-conformity with the Agreement persists even though the Service Provider attempted to bring the Digital Content or Digital Service into conformity with the Agreement;
  - It is evident from the Service Provider's statement or circumstances that the Service Provider will not bring the Digital Content or Digital Service into conformity with the Agreement within a reasonable time or without excessive inconvenience to the Consumer.
1. The Service Provider will consider the complaint within a reasonable time of 14 days.
2. If the Customer, as a Consumer, exercising their rights due to the non-conformity of the Product with the Agreement, has made appropriate demands to the Service Provider, and the Service Provider has not responded to this request within 14 calendar days, it is deemed that the request has been deemed justified.

3. To expedite the consideration of complaints, it is recommended that the Customer include in the complaint description information and circumstances regarding the subject of the complaint, especially the type and date of non-conformity with the agreement, and the contact details of the complainant. The recommendations given in the previous sentence are only recommendations and do not affect the effectiveness of complaints submitted without following the recommended complaint description.
4. If the Customer is an Entrepreneur, the Service Provider's liability for warranty is excluded based on Article 558 § 1 of the Civil Code.
5. More information about consumer rights can be found on the website of the Office of Competition and Consumer Protection – <https://prawakonsumenta.uokik.gov.pl>.
6. The Service Provider is liable for non-conformity with the Agreement of Digital Content or Digital Service, delivered once or in parts, which existed at the time of its delivery and manifested itself within two years from that time. It is presumed that the non-conformity with the Agreement, which manifested itself before the expiry of one year from the delivery of the Digital Content or Digital Service, existed at the time of its delivery.
7. The Service Provider cannot invoke the expiry of the period for determining the non-conformity of Digital Content or Digital Service with the Agreement, as indicated in point 13, if they deceitfully concealed this non-conformity.
8. The Service Provider is liable for non-conformity with the Agreement of Digital Content or Digital Service delivered continuously, which occurred or became apparent during the time when, in accordance with the Agreement, it was to be delivered. It is presumed that the non-conformity with the Agreement occurred at that time if it became apparent during that time.
9. The presumptions indicated in points 13 and 15 do not apply if:
  - the digital environment of the Consumer is not compatible with the technical requirements that the Service Provider has clearly and understandably informed them of before concluding the Agreement;
  - the Consumer, clearly and understandably informed before concluding the Agreement of the obligation to cooperate with the Service Provider, reasonably and using the least burdensome technical means, to determine whether the non-conformity of Digital Content or Digital Service with the Agreement results from the characteristics of the Consumer's digital environment, fails to fulfill this obligation in a timely manner.

1. The rights due to the non-conformity of the Service or Digital Content with the Agreement apply to Store customers who are Consumers or Entrepreneurs with consumer rights.
2. An Entrepreneur with consumer rights accepts these Terms and Conditions and then exercises their rights. An Entrepreneur with consumer rights should complete the appropriate non-conformity form,

## **Withdrawal from the Agreement**

1. If, during the purchase process, the Consumer or Entrepreneur with consumer rights has consented to the execution of the Agreement and the delivery of Digital Content or Digital Service before the expiry of the withdrawal period from the Agreement, they lose the right to withdraw from the Agreement concluded with the Service Provider.
2. If the Agreement concerns the provision of Consultations or Electronic Services, and the Service Provider has fully performed the Consultation or Electronic Service with the explicit consent of the Consumer or Entrepreneur with consumer rights, who was informed before the performance that they would lose the right to withdraw after the performance, then the right to withdraw will not apply.
3. In a situation where the circumstances indicated above (points 1 and 2) do not apply, the Consumer or Entrepreneur with consumer rights has the right to withdraw from the Agreement without giving any reason within 14 days from the date of conclusion of the Agreement.
4. The Customer does not have the right to withdraw from the Agreement without giving reasons if the conditions set out in paragraph 1 or paragraph 2 are met. The operation of the Store largely revolves around providing the Customer with Digital Content or Digital Services as well as Consultations. Therefore, commencing the use of Digital Content or Digital Service, or conducting a Consultation with the Customer's consent before the expiry of 14 days from the date of purchase, results in the loss of the right to withdraw from the Agreement.
5. Withdrawal from the Agreement is done by informing the Service Provider of the decision by submitting a statement. Such a statement can be sent by traditional mail or electronic mail. The Customer may use the withdrawal form template available below the terms and conditions, but this is not mandatory.

6. To meet the withdrawal deadline, it is sufficient for the Consumer or Entrepreneur with consumer rights to send information about exercising the right of withdrawal from the Agreement before the withdrawal period expires.
7. In the event of withdrawal from the Agreement, the Service Provider refunds to the Consumer or Entrepreneur with consumer rights all payments received from them.
8. The refund will be made using the same payment methods that were used by the Consumer or Entrepreneur with consumer rights in the initial transaction, unless the Consumer or Entrepreneur with consumer rights has expressly agreed to a different solution.
9. The Consumer or Entrepreneur with consumer rights will not incur any fees in connection with the refund.

### **Out-of-Court Dispute Resolution Methods, Complaint Handling, and Claims Enforcement for Consumers**

1. The Service Provider agrees to submit any disputes arising in connection with concluded Agreements to alternative dispute resolution, mediation procedures. Details will be determined by the parties to the conflict.
2. Any disputes related to services provided by the Service Provider will be resolved by the common courts, and the applicable law is Polish law.
3. A Consumer Customer has the option to use out-of-court methods for handling complaints and enforcing claims. The rules for accessing these procedures are available at the offices and on the websites of district (city) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, as well as provincial commercial inspection inspectorates, and at the following Internet addresses of the Office of Competition and Consumer Protection:  
[http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php);  
[http://www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php);  
[http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).
1. There is also the possibility to use the online platform for resolving disputes between consumers and traders at the EU level (ODR platform), which is available at: <http://ec.europa.eu/consumers/odr>.

2. The provisions of the Regulations do not preclude Customers from invoking the directly applicable legal provisions regulating consumer rights protection.

## **Validity and Changes to the Regulations**

1. The Service Provider may make changes to these Regulations for valid reasons, especially: if the conditions for concluding the Agreement change, when there is a change in the applicable laws, when new Digital Content or Services are introduced, and also when there is a change in IT solutions.
2. Customers who have an Account on the Store's website will be notified of any changes to the Regulations via email to the email address associated with the Customer's Account.
3. In relation to Customers who are not Consumers, the Service Provider may change the Regulations at any time based on universally applicable legal provisions.
4. The Regulations applicable at the time of concluding the agreement apply to agreements concluded before the change in the Regulations. The change to the Regulations takes effect within 14 days from the date of publication.
5. The Regulations are subject to Polish law.
6. Actions related to the Regulations carried out by Customers who are not Consumers should be carried out in documentary form. All disputes between the Service Provider and Customers who are not consumers will be settled by the court having jurisdiction over the Service Provider's registered office or place of residence.
7. The Service Provider may terminate the Agreement for the Provision of Services with the Customer with a 30-day notice period for valid reasons, understood as a change in legal provisions regulating the provision of electronic services by the Service Provider affecting the mutual rights and obligations specified in the agreement concluded between the Customer and the Service Provider, or a change in the method of service provision solely due to technical reasons.
8. The Service Provider may terminate the Agreement for the Provision of Services to the Customer with a 14-day notice period or refuse the Customer further access to the Store for valid reasons, especially in the event of a

flagrant violation of these Regulations by the Customer, i.e., situations where the Customer violates the General Terms of Use of the Store.

## **Protection of Personal Data**

1. The Customer's personal data is processed by the Service Provider as the data controller.
2. Providing personal data by the Customer is voluntary but necessary to create an Account, use certain Electronic Services, and conclude an Agreement.
3. Additional information regarding data processing is available in the Privacy Policy on the Store's website.

## **Final Provisions**

1. The Regulations and attachments to the Regulations constitute a contractual template within the meaning of Article 384 § 1 of the Civil Code.
2. The essential provisions of the concluded Service Agreement are recorded, secured, and made available by sending an email to the address provided by the Customer.
3. The essential provisions of the concluded Agreement are recorded, secured, made available, and confirmed to the Customer by sending an email confirmation of the placed Order along with an active link to the content of these Regulations.
4. Proof of purchase from the Store will be provided via email.
5. The content of the Regulations is available free of charge to Customers on the Store's website.
6. Matters not regulated in these Regulations are subject to the generally applicable provisions of Polish law, in particular the Civil Code and other relevant provisions of universally binding law.
7. All disputes arising between the Service Provider and a Customer who is not a Consumer are subject to the jurisdiction of the court competent for the seat of the Service Provider.

8. By placing any content on the Account or elsewhere on the Store's website, the Customer hereby grants the Service Provider a non-exclusive, royalty-free license to use, store in the computer memory, modify, delete, supplement, publicly perform, publicly display, reproduce, and distribute such content, particularly on the Internet, without territorial limitation.

## Withdrawal Form Template

### WITHDRAWAL FORM

The right of withdrawal from the contract is granted to Consumers as well as Entrepreneurs acting as consumers. The provided form serves as a template. Not using this template does not affect the possibility of withdrawing from the contract.

Service Provider: Marta Bekacz conducting business under the name Marta Bekacz

I hereby declare my withdrawal from the Agreement concerning the following Digital Content, Digital Services, or Consultation:

Name of Digital Content, Digital Service, or Consultation: \_\_\_\_\_

Gross Price: \_\_\_\_\_

### IDENTIFICATION DATA:

First name and last name: \_\_\_\_\_

Date of Agreement: \_\_\_\_\_

The refund will be made using the same payment method chosen by you when purchasing Digital Content or Digital Service on our Store website. If payment was made in a method other than by bank transfer and you wish to receive a refund to your bank account, please provide the bank account number below, suitable for the refund: \_\_\_\_\_.

Signature and date

Information on personal data processing in connection with withdrawal from the contract:

I hereby inform that personal data provided in this form will be processed for the purpose of handling the withdrawal process. The data controller for the information

provided in the form is Marta Bekacz conducting business under the name Marta Bekacz

In connection with the handling of the withdrawal process, data may be processed by external entities involved in the handling of this process, such as accounting office. The form will be kept for the period necessary to complete the withdrawal process and to report potential claims arising from the withdrawal. In connection with the processing of personal data contained in the form, you have the following rights: the right to request access to data, their correction, deletion or limitation of processing, as well as the right to lodge a complaint with the President of the Office for Personal Data Protection. Providing data is voluntary but necessary to handle the withdrawal process.

**Version: 01**