

# Online store regulations

**sklep.chessgrow.com**

The regulations are valid from 01/01/2026 r.

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## **I. Definitions used.**

1. **Store** – online store available at **sklep.chessgrow.com** through which the Buyer can purchase Goods available in the Store.
2. **Seller** – Chess Grow Sp. z o.o. , ul. Dolnych Wałów 13/3LU, 44-100 Gliwice, NIP 6312655837, REGON 360525241, entered into the register of entrepreneurs maintained by the District Court in Gliwice, 10th Commercial Division of the National Court Register, under KRS number 0000537846 – hereinafter referred to as Chess Grow
3. **Personal data administrator**- the entity deciding on the purposes and means of data processing. The Seller is the controller of Buyers' personal data.

4. **Online Store Regulations** – these regulations for the provision of electronic services, specifying the rules for using the Store and placing orders for Goods available in the Store.
5. **Privacy Policy** - a document describing the purposes and methods of processing personal data, as well as the rights of data subjects.
6. **Consumer** – an adult natural person with full legal capacity who makes a purchase from the Seller that is not directly related to his or her business or professional activity.
7. **Client** - an adult natural person with legal capacity, a legal person or an organizational unit without legal personality but with legal capacity, making a purchase from the Seller directly related to its business or professional activity.
8. **Customer-Consumer** - an adult natural person making a purchase from the Seller directly related to his/her business activity, when the purchase is not of a professional nature for that person, resulting in particular from the subject of the business activity performed, made available on the basis of the provisions on the Central Register and Information on Business Activity.
9. **Buyer** – both Customer, Customer-Consumer and Consumer.
10. **Order** – a declaration of intent made by the Buyer directly aiming at concluding a contract with the Seller by completing and submitting the purchase form in electronic form available on the Store's website, including reading the Regulations of the online store and accepting its content.
11. **Product** - all digital content available in the Store, such as:
  - a. **Electronic file** - a file containing digital content intended for reading, available for download after the Seller receives payment. An electronic file is, in particular, an e-book or other document in electronic form, in particular saved in the format .PDF, .EPUB, .MOBI and is not saved on any material medium (each electronic file in the Store contains a description of the format in which it is available);
  - b. **Online courses** - access to audio and/or video materials and electronic files provided on the online platform, which the Buyer obtains for the period indicated in the selected Subscription or for life, and the content is provided once;
  - c. **Online consultation** - conversation conducted via electronic means (telephone and/or a dedicated webinar and teleconferencing tool). The duration and scope of the online consultation is specified in advance in the Product description prior to purchase in the Store.
12. **Commodity** - all movable items available in the Store.
13. **Durability of goods** - the ability of the goods to retain their functions and properties during normal use.
14. **Digital environment** - computer hardware, software and network connections used by the Buyer to access or use digital content or a digital service.
15. **Compatibility** - the interoperability of digital content or a digital service with the hardware or software normally used to access the digital content or service, without requiring any transformation thereof.
16. **Digital content** - data produced and delivered in digital form.
17. **Complaint** - procedure for pursuing liability from the Seller in connection with the lack of conformity of the Goods with the contract.
18. **Guarantee** - a voluntary declaration regarding the quality of the Goods submitted by the Guarantor. This defines the Guarantor's obligations and the Buyer's rights in the event that the goods sold do not meet the characteristics specified in the warranty statement. Goods covered by the warranty will be accompanied by the Guarantor's warranty statements.

19. **Guarantee** - the entrepreneur who submitted the warranty declaration, e.g. the manufacturer, importer, distributor of the Goods or the Seller.
20. **Account** - one of the services provided electronically in the Store by the Seller. The Buyer may voluntarily register in the Store, in particular to continue using the Store's services, save Products to favorites, or view the history of orders placed in the Store.
21. **Newsletter** - one of the services provided electronically in the Store by the Seller, consisting in sending marketing information electronically to the e-mail address provided by the Buyer, with his prior consent.

## **II. General provisions**

1. The prices provided by the Seller are expressed in Polish zloty (PLN) and are gross prices.
2. The Seller does not apply individual price adjustments based on automated decision-making.
3. Seller is VAT payer.
4. The seller is issuing VAT invoices.
5. If you wish to receive a VAT invoice, please notify the Seller at the stage of placing the Order.
6. Digital Products, including digital content, are delivered via the Internet in electronic form.
7. The Buyer is obliged to use the Goods offered by the Seller in a manner consistent with the regulations in force in the territory of the Republic of Poland, in accordance with the provisions of the Regulations, and not to provide content prohibited by generally applicable law.
8. All Goods offered by the Seller in the Store are new.
9. The Buyer is obliged to familiarize himself with the technical requirements necessary to use the Store, contained in the further part of the Regulations (Technical Requirements).

## **III. Payment methods.**

1. The Seller provides the following payment methods:
  - a. Online payment - online prepayment by bank transfer or Visa, Mastercard, BLIK, ApplePay and GooglePay via an external payment system, i.e.  
STRIPE PAYMENTS LIMITED LIABILITY COMPANY  
NIP: 7011062474  
REGON: 520642121  
KRS: 0000937028  
Registered address: ul. Ludwika Waryńskiego 3A, 00-645 Warsaw  
Date of registration in the National Court Register: 2021-12-06

## **IV. Conclusion of the sales contract.**

1. To make a purchase in the Store, please visit the Store's website, i.e. [sklep.chessgrow.com](http://sklep.chessgrow.com), and then select the Goods/Product, following the information displayed on the Store website.
2. In order to make a purchase, the Buyer must perform the following actions:
  - a. adding the selected Goods/Product to the basket,
  - b. filling out the order form with data such as the name and surname or name of the Buyer,
  - c. providing an e-mail address to which confirmation of the conclusion of the sales contract will be sent,
  - d. indication of the details of issuing a bill or invoice, if the Buyer wishes to receive one, including providing other data for settlement, such as the Tax Identification Number (NIP), the name of the entity to which the invoice or bill is to be issued,
  - e. choice of payment method,
  - f. reading the Regulations and accepting the Store's regulations,
  - g. optionally, consent to the delivery of the Digital Product by the Seller before the 14-day withdrawal period, as well as confirmation by the ordering party that he or she understands that in such a case he or she will lose the right to withdraw from the distance contract if he or she downloads the File or logs in to the Online Course or the Online Consultation is completed before the expiry of that period,
  - h. confirmation of the will to conclude a contract, including selecting the button "I am ordering with an obligation to pay" or equivalent content.
3. After the Buyer has provided all the data necessary to place the Order, a summary of the Order will be displayed.
4. An order sent by the Buyer is a declaration of the Buyer's will to conclude a sales contract with the Seller, in accordance with the provisions of these Regulations.
5. After placing the Order, the Buyer will receive a message confirming the Order, which constitutes the Seller's declaration of intent to enter into a sales contract with the Buyer for the Goods. The sales contract is deemed concluded upon the Buyer's receipt of the message from the Seller.
6. The Seller will provide the Buyer with confirmation of the conclusion of the distance contract on a durable medium, in particular in the form of the Online Store Regulations saved in PDF format, on the basis of which the contract was concluded, within a reasonable time after its conclusion, at the latest upon delivery of the goods or before the commencement of the provision of the service.
7. The Seller will provide the Consumer or Customer-Consumer with confirmation of the consent given by the Consumer or Customer-Consumer to provide digital content in circumstances resulting in the loss of the right to withdraw from the contract, if such consent was given by the Consumer or Customer-Consumer.

## **V. Order fulfillment date and delivery of Goods.**

1. The Seller fulfills the placed Orders for Goods on time 5 business days, counting from the day following the day on which the Seller receives payment.
2. Working days mean days from Monday to Friday, excluding public holidays.
3. The Order completion time does not include the delivery time of the Goods, which depends on the delivery method chosen by the Buyer.

4. The costs of delivery of the Goods are communicated to the Buyer before he sends the Order.
5. The cost of delivery depends on the Buyer's choice of delivery method.
6. Available delivery methods:
  - a. InPost - courier delivery - PLN 15.
7. Delivery of Goods is limited solely to the territory of the Republic of Poland.
8. If, upon receipt of the Goods, the Buyer discovers mechanical damage to the shipment's contents, incompleteness of the shipment, or a discrepancy between the shipment's contents and the subject of the Order, the Buyer is entitled to refuse acceptance of the shipment and immediately notify the Seller of the situation. If possible, the Buyer may complete a damage report in the presence of the supplier's representative (e.g., courier). This will expedite the complaint process but is not necessary for pursuing claims.

## **VI. Order fulfillment time according to Product category.**

1. The Seller fulfills placed orders for Products within the following deadlines:
  - a. When paying online, access to the purchased Product in the form of a File, Online Course, or activation code is granted automatically after payment authorization. The Buyer receives an email with the File to download or Platform account registration details. File downloads, access to the Online Course, and activation keys on the Platform are inactive until the Seller receives payment.;
  - b. in the case of traditional payments, access to the File or Online Course is granted within a maximum of specify e.g. 3 calendar days from the date of payment being credited to the Seller's account.

## **VII. Withdrawal from a distance contract.**

1. The Consumer and the Customer-Consumer have the right to withdraw from a distance contract without giving any reason and without incurring any costs, except for the costs indicated in the further part of the Regulations.
2. Exceptions to withdrawal from the contract are indicated later in the Regulations, i.e. Exceptions to withdrawal from the contract.
3. The time limit for withdrawal from a distance contract is 14 days, counted from the day following the moment the Consumer or Customer-Consumer or a third party indicated by him other than the carrier takes possession of the Goods.
4. When the contract covers many goods that are delivered separately, in batches or in parts – the deadline for withdrawal from the contract is counted from the taking of possession of the last goods, batch or part thereof; if the contract involves regular delivery of goods for a specified period of time – from the taking of possession of the first of the goods.

5. The Consumer or Customer-Consumer is liable for any reduction in the value of the Goods resulting from their use in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Goods.
6. The declaration of withdrawal from the contract can be sent to the following e-mail address:[contact@chessgrow.com](mailto:contact@chessgrow.com)
7. The Consumer or Customer-Consumer may use the template of the Withdrawal Form provided by the Seller or use Annex No. 2 to the Act of 30 May 2014 on Consumer Rights.
8. The Consumer or Customer-Consumer may also prepare a handwritten letter of withdrawal from the contract, stating:
  - a. identification and address data of the Consumer or Customer-Consumer;
  - b. name or symbol of the returned Goods;
  - c. the date of receipt of the Goods by the Consumer or Customer-Consumer;
  - d. bank account number or other method of reimbursement of the costs of the Goods by the Seller.
9. The Seller will immediately send the Consumer or Customer-Consumer a confirmation of receipt of the declaration of withdrawal from the contract to the e-mail address provided by him.
10. In the event of withdrawal from the contract, the contract is deemed not to have been concluded.

## **VIII. General exceptions to withdrawal from the contract.**

1. Pursuant to Article 38 of the Act of 30 May 2014 on consumer rights, the Consumer and Customer-Consumer are not entitled to withdraw from the contract:
  - a. for the provision of services, if the entrepreneur has fully performed the service with the express consent of the consumer, who was informed before the commencement of the service that after the entrepreneur has performed the service, he will lose the right to withdraw from the contract;
  - b. in which the price or remuneration depends on fluctuations in the financial market over which the entrepreneur has no control and which may occur before the expiry of the withdrawal period;
  - c. in which the subject of the provision is a non-prefabricated good, manufactured according to the consumer's specifications or intended to meet his individual needs;
  - d. where the subject of the service is a good that spoils quickly or has a short shelf life;
  - e. in which the subject of the provision is goods delivered in a sealed package which cannot be returned after opening the package for health protection or hygiene reasons if the package was opened after delivery;
  - f. in which the subject of the performance are things which, after delivery, due to their nature, are inseparably connected with other things;
  - g. where the subject of the service are alcoholic beverages, the price of which was agreed upon at the conclusion of the sales contract, the delivery of which can only take place after 30 days and the value of which depends on market fluctuations over which the entrepreneur has no control;

- h. where the consumer has expressly requested the trader to come to him for urgent repair or maintenance; if the trader provides additional services other than those requested by the consumer, or supplies items other than spare parts necessary for repair or maintenance, the consumer has the right to withdraw from the contract in respect of such additional services or items;
- i. where the subject of the provision are sound or visual recordings or computer programs delivered in a sealed package, if the package was opened after delivery;
- j. for the supply of newspapers, periodicals or magazines, with the exception of subscription agreements;
- k. concluded through public auction;
- l. for the provision of accommodation services other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sporting or cultural events, if the contract specifies the day or period of service provision;
- m. for the supply of digital content that is not recorded on a tangible medium, if the performance of the service has begun with the express consent of the consumer before the expiry of the withdrawal period and after the trader has informed the consumer of the loss of the right to withdraw from the contract.

## **IX. Exceptions to withdrawal from the contract in the case of a Digital Product.**

1. Pursuant to Article 38 of the Act of 30 May 2014 on consumer rights, the Consumer or Customer-Consumer has no right to withdraw from a contract for the supply of digital content not supplied on a tangible medium, for which he or she is obliged to pay the price, if in total:
  - a. The Seller commenced the performance with the express and prior consent of the Consumer or Customer-Consumer;
  - b. The consumer or customer-consumer was informed before the commencement of the service that after the entrepreneur has fulfilled the service, he will lose the right to withdraw from the contract;
  - c. The Consumer or Customer-Consumer has acknowledged this;
  - d. The Seller shall provide the Consumer or Customer-Consumer with confirmation of the consent given by the Consumer or Customer-Consumer to provide digital content in circumstances resulting in the loss of the right to withdraw from the contract.
2. In the case of ordering a Digital Product, including digital content, a Consumer or Customer-Consumer who, in the circumstances indicated in point 1 above, downloads a File or logs in to the Online Course or uses the Online Consultation before the expiry of the 14-day period entitling to withdraw from the Order, loses the right to withdraw from the contract, in accordance with Article 38, point 13 of the Act of 30 May 2014 on consumer rights.
3. The consumer and the customer-consumer are also not entitled to withdraw from the contract for the provision of services for which they are obliged to pay the price if the entrepreneur has fully performed the service with the express and prior consent of the consumer, who was

informed before the commencement of the service that after the entrepreneur has performed the service, they will lose the right to withdraw from the contract and has acknowledged this.

## **X. Refund and return of goods after withdrawal from a distance contract.**

1. The Seller will refund the funds paid by the Consumer or Customer-Consumer within 14 days of receiving the Consumer or Customer-Consumer's declaration of withdrawal from the contract, using the same method of payment as used by the Consumer or Customer-Consumer, unless the Consumer or Customer-Consumer agrees to a different method of refund.
2. The Seller may withhold the refund of funds received from the Consumer or Customer-Consumer until the Seller receives the Goods from the Consumer or Customer-Consumer or provides proof of sending back the Goods.
3. The Consumer or Customer-Consumer should return the Goods immediately, but no later than within 14 days from the date of withdrawal from the contract.
4. Returns of Goods should be sent to the Seller's registered office address.

## **XI. Refund of delivery costs in the event of withdrawal from a distance contract.**

1. The Consumer or Customer-Consumer does not bear the cost of returning the Goods, except for the normal costs of returning the Goods to the Seller.
2. The usual return costs incurred by the Consumer or Customer-Consumer include, in particular, the cost of packaging for shipping and the shipping fee to the Seller's address.
3. The Seller shall refund to the Consumer or Customer-Consumer the cost of delivery of the Goods calculated as the cheapest standard method of delivery available in the Seller's offer.
4. The Seller will not be obliged to refund the cost of delivery of the Goods to the Consumer or Customer-Consumer in a situation where:
  - a. The Seller delivered the Goods free of charge;
  - b. The Consumer or Customer-Consumer returns part of the ordered Goods, and the delivery costs were not calculated per item but per the entire Order.

## **XII. Consumer rights in the event of non-conformity of the Goods with the contract.**

1. The Seller undertakes to deliver the Goods in accordance with the contract.
2. The goods comply with the contract in particular if:
  - a. in particular, its description, type, quantity, quality, completeness and functionality remain in accordance with the contract;

- b. is suitable for the purposes for which goods of this type are normally used, taking into account applicable legal provisions, technical standards or good practices;
- c. occur in such quantity and have such characteristics, including durability and safety, as are typical for goods of this type.

3. In the event of non-conformity of the Goods with the contract within 2 years from the date of delivery of the Goods, the Consumer and the Customer-Consumer have the right to demand replacement or repair of the Goods, and in the event of impossibility or refusal to bring the Goods into conformity with the contract in this way, to demand a price reduction or to withdraw from the contract for the sale of the Goods.
4. Complaints may be submitted in any form. For evidentiary purposes, the Seller recommends that complaints regarding the Goods be submitted in writing or by email to the Seller's email address.
5. Each complaint should include at least:
  - a. name, address, postal code;
  - b. name of the purchased Goods;
  - c. description of the complaint;
  - d. the date of discovery of the non-conformity of the Goods with the contract;
  - e. confirmation of purchase from the Seller (depending on the circumstances, you can choose one of the following: proof of purchase, order number, payment confirmation, e-mail confirming acceptance of the Order by the Seller, etc.).
6. The Seller will consider the complaint immediately, no later than within 14 days from the date of its receipt, by sending a response to the address provided by the Consumer or Customer-Consumer, including the e-mail address, enabling him or her to become familiar with the Seller's position.
7. The Seller shall reimburse the Consumer or Customer-Consumer for the cost of returning the Goods subject to the complaint, immediately after considering the complaint regarding non-conformity with the contract.
8. The seller is liable for any lack of conformity of the goods with the contract existing at the time of delivery and discovered within two years from that time, unless the expiry date of the goods, as determined by the entrepreneur, his legal predecessors or persons acting on their behalf, is longer.
9. It is presumed that any lack of conformity of the goods with the contract that becomes apparent within two years of delivery of the goods existed at the time of delivery, unless it is proven otherwise or this presumption cannot be reconciled with the nature of the goods or the nature of the lack of conformity of the goods with the contract.
10. The Seller shall repair or replace the goods within a reasonable time from the moment it has been informed by the Consumer or Customer-Consumer about the lack of conformity with the contract, and without excessive inconvenience to the Consumer or Customer-Consumer, taking into account the nature of the goods and the purpose for which the goods were purchased.
11. The costs of repair or replacement, including in particular the costs of postage, transport, labour and materials, shall be borne by the Seller.
12. The Consumer or Customer-Consumer makes available to the Seller the goods subject to repair or replacement.
13. If repair and replacement are impossible or would require excessive costs for the Seller, he may refuse to bring the goods into conformity with the contract.

14. When assessing the excessive costs for the Seller, all circumstances of the case are taken into account, in particular the significance of the lack of conformity of the goods with the contract, the value of the goods in conformity with the contract and excessive inconvenience for the Consumer or Customer-Consumer resulting from a change in the method of bringing the goods into conformity with the contract.
15. The Seller shall not be liable for the non-conformity of the Goods with the contract if the Seller has expressly informed the Consumer or Customer-Consumer that a given feature of the Goods deviates from the requirements for conformity with the contract, and the Customer-Consumer or Consumer, at the latest at the time of conclusion of the contract, has expressly and separately accepted the lack of a specific feature of the Goods, in particular by clicking the appropriate box confirming acceptance on the Order form or in the form of an e-mail sent to the Seller confirming such acceptance.
16. If the goods are inconsistent with the contract, the Consumer or Customer-Consumer may submit a declaration of price reduction or withdrawal from the contract when:
  - a. The seller refused to bring the goods into conformity with the contract due to impossibility or excessive costs;
  - b. The seller failed to bring the goods into conformity with the contract within a reasonable time or without excessive inconvenience to the consumer;
  - c. the lack of conformity of the goods with the contract persists even though the Seller has tried to bring the goods into conformity with the contract;
  - d. the lack of conformity of the goods with the contract is so significant that it justifies a price reduction or withdrawal from the contract without prior repair or replacement, or it is clear from the entrepreneur's declaration or from the circumstances that he will not bring the goods into conformity with the contract within a reasonable time or without excessive inconvenience to the consumer.
17. The Seller shall refund to the Consumer or Customer-Consumer the amounts due as a result of exercising the right to reduce the price immediately, no later than within 14 days from the date of receipt of the consumer's declaration of price reduction.
18. The Consumer or Customer-Consumer may not withdraw from the contract if the lack of conformity of the goods with the contract is immaterial.
19. If the lack of conformity with the contract concerns only some of the goods delivered under the contract, the consumer may withdraw from the contract only in respect of those goods, and also in respect of other goods acquired by the consumer together with the non-conforming goods if the consumer cannot reasonably be expected to agree to retain only the conforming goods.
20. In the event of withdrawal from the contract, the Consumer or Customer-Consumer shall immediately return the Goods to the Seller at the Seller's expense. The Seller shall refund the price to the Consumer or Customer-Consumer immediately, no later than 14 days from the date of receipt of the Goods or proof of their return.
21. The Seller shall refund the price using the same method of payment as used by the Consumer or Customer-Consumer, unless the latter has expressly agreed to a different method of refund that does not involve any costs for the latter.

### **XIII. Compliance of the Digital Product with the contract.**

1. A digital product, including digital content, will be consistent with the contract if, in particular, its description, type, quantity, completeness, compatibility, functionality, interoperability and the availability of technical support and updates, if required for a given type of product, comply with the contract.
2. The assessment of conformity with the contract should also be made taking into account the specific, specific type of digital content and whether:
  - a. is suitable for the purposes for which digital content of this type is normally used, taking into account applicable laws, technical standards or good practices;
  - b. is present in such quantity and has such characteristics, including functionality, compatibility, accessibility, continuity and security, as are typical of digital content of this type.
3. In the event of non-conformity of the Product with the contract (notice of defects in the Product within 2 years from the date of delivery or making the Product available), the Consumer and the Customer-Consumer have the right to demand that the Product be brought into conformity with the contract, and if the Product cannot be brought into conformity with the contract or if this is associated with excessive difficulties or impossible to implement within a reasonable time, to demand a price reduction or to withdraw from the contract.
4. In the event of non-compliance of the digital service or digital content with the contract, the Consumer or Customer-Consumer has the right to request that the digital content or service be brought into compliance with the contract.
5. The Seller shall bring the digital content or digital service into conformity with the contract within a reasonable time from the moment it has been informed by the Consumer or Customer-Consumer of the lack of conformity with the contract, and without excessive inconvenience to the Consumer or Customer-Consumer, taking into account its nature and the purpose for which it is used.
6. The costs of bringing the digital content or digital service into compliance with the contract shall be borne by the Seller.
7. If bringing the Product into conformity with the contract is not possible or requires excessive costs on the part of the Seller, or the lack of conformity of the digital content or digital service with the contract persists despite the Seller having attempted to bring the Product into conformity with the contract, or the lack of conformity with the contract is significant, the Consumer or Customer-Consumer may request a reduction in the price or withdrawal from the contract.
8. When assessing the excessive costs for the Seller, all circumstances of the case are taken into account, in particular the significance of the lack of conformity of the Product with the contract, the value of the Product in conformity with the contract and excessive inconvenience for the Consumer or Customer-Consumer resulting from a change in the method of bringing the Product into conformity with the contract.
9. The Consumer or Customer-Consumer is obliged to familiarize himself/herself with the Technical Conditions necessary to use the Store and the Product, in particular the digital content or service referred to in the further part of the Regulations.

10. The Consumer or Customer-Consumer is obliged to cooperate with the Seller, to a reasonable extent and using the least burdensome technical means for him, in order to determine whether the lack of conformity of the digital content or digital service with the contract in a timely manner is not due to the characteristics of the Consumer or Customer-Consumer's digital environment and its lack of compatibility.
11. The Seller shall not be liable for non-conformity with the contract if, at the latest at the time of conclusion of the contract, the Seller has expressly informed the Consumer or Customer-Consumer that a specific feature or features of the Product deviate from the requirements of conformity with the contract and the Consumer or Customer-Consumer has then expressly accepted the lack of a given feature or its non-conformity, separately for each such feature of the Product.
12. For Products delivered continuously, the Seller's liability lasts throughout the entire period of delivery of the Product.
13. The Seller will consider the complaint regarding non-conformity with the contract within 14 days of its receipt, sending a response to the e-mail address or correspondence address provided by the Consumer or Customer-Consumer, enabling him or her to become familiar with the Seller's position.
14. The complaint should include at least:
  - a. name and surname of the Consumer or Customer-Consumer, address, postal code;
  - b. name of the purchased Product;
  - c. description of the complaint;
  - d. the date of discovery of the Product's non-conformity;
  - e. confirmation of the purchase from the Seller (depending on the circumstances, the Consumer or Customer-Consumer may present one of the following: proof of purchase, order number, payment confirmation, e-mail confirming acceptance of the order by the Seller, etc.).
15. In the event of withdrawal from the contract due to non-compliance with the Agreement, the Seller may demand the return of the tangible medium on which the Product was delivered, within 14 days from the date of receipt of the consumer's declaration of withdrawal from the contract. The Consumer or Customer-Consumer is obliged to return the medium immediately and at the Seller's expense, if such a durable medium was delivered for digital content.
16. The Seller will refund the Consumer or Customer-Consumer the price due as a result of exercising the right to withdraw from the contract or to reduce the price immediately, no later than within 14 days from the date of receipt of the Consumer or Customer-Consumer's declaration of withdrawal from the contract or price reduction.
17. The seller shall refund the price using the same method of payment as used by the consumer or customer-consumer, unless the latter has expressly agreed to a different method of refund that does not involve any costs for him.

## **XIV. Warranty.**

1. Some Goods may be covered by a warranty provided by the Guarantor (manufacturer or distributor of the Goods).
2. If a given Product is covered by a warranty, it is accompanied by a warranty document provided by the manufacturer or distributor.
3. The warranty period and the scope of the Guarantor's liability are specified in the warranty statement and the description of the Goods or Product.
4. The rights granted under the warranty are independent of the rights resulting from the non-conformity of the Goods with the Agreement.

## **XV. Protection of personal data.**

1. The administrator of personal data provided when using the Store is the Seller.
2. The Buyer's personal data is processed for the purpose of concluding and implementing the sales contract, including for the purpose of delivering the Product, pursuant to Article 6(1)(b) of the GDPR. Providing personal data for this purpose is necessary.
3. The purposes and scope of data processing, entities to which the data will be transferred, as well as the rights of data subjects are described in the Privacy Policy (GDPR) available on the website [link to privacy policy]

## **XVI. Technical requirements necessary to use the Store, Products and Services.**

1. In order to use the Store and the purchased Products, the Buyer must have:
  - a. devices with Internet access (computer, tablet, phone);
  - b. A properly configured web browser that supports cookies – Microsoft Edge, Opera, Mozilla Firefox, Safari, Google Chrome (Mozilla Firefox version 24.0 or later recommended, Opera version 10 or later, Google Chrome version 28.0 or later), which supports cookies and JavaScript. Other versions of web browsers may be used, provided they are fully compatible with the versions listed above.;
  - c. an active and properly configured e-mail account enabling the Buyer to receive e-mails.
2. For the safe use of the Store and its Products, it is recommended that the device used by the Buyer has in particular:
  - a. up-to-date antivirus system;
  - b. effective security firewall;
  - c. available security updates for the operating system and web browser installed;
  - d. activated cookie and JavaScript acceptance function in the web browser;
  - e. software that allows you to read files in PDF format.
3. The Buyer is obliged to use the Products offered by the Seller in a manner consistent with the provisions in force in the territory of the Republic of Poland, the provisions of the Regulations of the Online Store, and not to provide content prohibited by generally applicable provisions of law.
4. The Consumer or Customer-Consumer is obliged to cooperate with the Seller, to a reasonable extent and using the least burdensome technical means for him, in order to determine whether

the lack of conformity of the digital content or digital service with the contract in a timely manner is not due to the characteristics of the Consumer or Customer-Consumer's digital environment and its lack of compatibility.

5. The Seller is not responsible for the Buyer's failure to comply with the technical requirements outlined above, which are necessary for interoperability with the IT system they use. This applies in particular to cases where the Buyer has incorrectly configured or failed to configure their email account, resulting in emails not reaching the Seller or from the Seller to the Buyer.

## **XIX. Newsletter**

1. During the execution of the Order, as well as independently of it, the Buyer may subscribe to the Seller's Newsletter.
2. The Newsletter consists in the Seller sending marketing information electronically to the e-mail address provided by the Buyer, with his prior consent.
3. In order to effectively subscribe to the Newsletter, the Buyer is obliged to provide the correct e-mail address to which the information is to be sent and to confirm the subscription.
4. Confirmation of the subscription takes place after registration. The Buyer confirms the subscription by logging into the email address provided and clicking the activation link in the confirmation email.
5. The Buyer may withdraw his/her consent at any time by using the unsubscribe option (unsubscribe) available in every marketing message sent by the Seller.
6. The Buyer may also contact the Seller directly to withdraw consent to receiving the newsletter at any time, without affecting the lawfulness of processing before the withdrawal of consent.
7. The Consumer and Customer-Consumer are not obliged to provide any services other than providing personal data, and these data are processed by the entrepreneur solely for the purpose of performing the contract and delivering the newsletter.

## **XXI. Copyright**

1. The proprietary rights to the Goods and Products are owned by the Seller or another entity with which the Seller has concluded appropriate agreements, while the moral rights are owned by their authors or creators.
2. All Products available in the Store, including Files (e.g., .pdf, .docx, .xlsx) and Online Courses, constitute works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2024, item 1135, as amended) and are the exclusive intellectual property of the Seller. They are subject to legal protection.
3. The purchase of Goods or Products does not transfer to the Buyer any proprietary or personal rights to these Goods or Products.
4. The Buyer acquires only a non-exclusive, non-transferable and time-limited license to use the purchased Product solely for his/her own personal needs, in accordance with its intended purpose.

5. In particular, the Buyer is not entitled to:
  - a. further resale, sublicense, rent or lease the Product, including free of charge;
  - b. disseminating, making publicly available or reproducing the Product in whole or in part, in any form and for any purpose;
  - c. modify, alter, or create derivative works based on the Product;
  - d. using the Product for commercial (profit-making) purposes, including conducting training, workshops or creating one's own products intended for sale on its basis, without the express written consent of the Seller;
  - e. remove security features and markings applied to the File or Online Course;
  - f. make the Product available in any form or login details to the platform on which the Product was made available to the Buyer to other people, also free of charge;
  - g. interfere with the content and contents of the File or Online Course.
6. Any violation of the above rules, including unauthorized copying, distribution or resale of the Products, will constitute an infringement of the Seller's proprietary and personal copyrights and may result in legal action, including claims for damages under applicable law.

## **XXII. Exclusive rights to content provided within the Store.**

1. Exclusive rights to the content provided by the Seller, in particular copyrights to photos, names, trademarks, including their graphic elements, software and database rights are subject to legal protection and are owned by the Seller or third parties with whom the Seller has concluded appropriate agreements.
2. It is prohibited to copy or otherwise use any elements without the consent of the Seller.
3. In the event of infringement of copyrights to photos, names, trademarks, including their graphic elements, software and database rights, the person who committed the infringement (including the Buyer) shall be liable in accordance with the provisions on copyright or intellectual property.

## **XXIII. Final Provisions**

1. In matters not regulated by these Online Store Regulations, the relevant generally applicable provisions of Polish law as well as the applicable provisions of EU law shall apply in particular.
2. The place of performance is in particular the designated place to which the Seller is obliged to send the Goods to the Buyer in accordance with the contract.
3. The consumer has the right to refer the dispute to an entity authorized to resolve consumer disputes out of court in accordance with the Act on Out-of-Court Resolution of Consumer Disputes (Journal of Laws 2016, item 1823 of 2016, November 9), without prejudice to the possibility of bringing an action before a common court.

4. Buyers can access the Online Store Regulations free of charge at any time on the Store's website and print them out.
5. These Online Store Regulations come into force on the date of their publication on the Seller's website.
6. The Seller will notify Buyers of any planned changes to the Regulations by e-mail, sending the text of the amended Regulations at least 14 days before their entry into force, to the addresses of Buyers that it has, and will also place an appropriate note on the Store's website well in advance.