

BAKATA ONLINE STORE TERMS AND CONDITIONS

§ 1 GENERAL PROVISIONS

1. These Terms and Conditions define conditions of sales and services provided electronically by the online store run by BAKATA DESIGN Aleksandra Lampka-Skowrońska Sp.j.
2. These Terms and Conditions apply to agreements concluded with all persons and entities, regardless of whether the agreement was concluded within the scope of their economic activity or whether they acted as consumers, unless the content of certain provisions of these Terms and Conditions indicates that they apply only to one group of Customers.
3. These Terms and Conditions are available on the website at the following address: sklep.bakata.pl The Customer may at any time read the content of these Terms and Conditions, copy and record their content with the help of the ICT system he or she uses, as well as print out the content of these Terms and Conditions directly from the website. The Terms and Conditions can be downloaded and saved in PDF format.
4. In all matters related to the online store, especially related to sales, services, complaints and processing of personal data, it is possible to contact BAKATA DESIGN Aleksandra Lampka-Skowrońska Sp. j. in one of the following ways:
 - a. address for correspondence: al. gen. Józefa Hallera 78
 - b. email address: mkorzesik@bakata.pl, ahoffman@bakata.pl
 - c. phone: +48 605 502 886, +48 605 503 292
 - d. by means of the online store website, using the tools available there to contact the Seller.

§ 2 TERMINOLOGY

Whenever the following terms are used in these Terms and Conditions (whether capitalized or not), they shall mean:

1. **business days** – weekdays from Monday through Friday excluding bank holidays;
2. **Customer** – a natural person, a legal person or an organizational entity without legal personality that uses the Online Store;
3. **Consumer** – a natural person referred to in Article 22(1) of the Polish Civil Code concluding an Agreement with the Seller within the Online Store and the subject of this Agreement is not directly related to his or her economic or professional activity. The concept of Consumer shall apply respectively to a natural person concluding an agreement directly related to his or her economic activity if the content of the agreement indicates that it has no professional nature for that person, resulting in particular from the subject of his or her economic activity, made available on the basis of the provisions of the Central Electronic Register and Information on Economic Activity;
4. **Account** – an individual for each Customer panel within the Online Store, activated for him or her by the Seller after the Customer's registration. The Account is available to the Customer after logging in with the use of his or her email address and an individual password chosen by

- the Customer during the account registration or another one set by the Customer later within the scope of changing the password to the Account;
5. **product** – a product presented by the Seller by means of the Online Store that may be a subject of a Sales Agreement;
 6. **entrepreneur** – a natural person, a legal person or an organizational entity not being a legal person, but to which a separate act grants legal capacity and which carries out an economic activity, and at the same time is not a consumer;
 7. **Online Store** – the Seller’s activity conducted by means of the following website: sklep.bakata.pl, under the terms and conditions specified in these Terms and Conditions;
 8. **Seller** – BAKATA DESIGN Aleksandra Lampka-Skowrońska Sp. j. with its registered office in Wrocław at al. gen. Józefa Hallera 78/5, (53-324 Wrocław), entered into the register of entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under National Court Register (KRS) number: 0000295627, REGON: 020676851, Tax Identification Number (NIP): 8942928953; this company sells products by means of an online store and provides electronic services, based on the provisions of these Terms and Conditions;
 9. **ICT system** – a set-up of cooperating IT devices and software that ensures processing and storing as well as sending and receiving data through telecommunications networks by means of a telecommunications terminal equipment appropriate for a given type of network, within the meaning of the Polish Law on Telecommunications (ustawa — Prawo telekomunikacyjne) of 16 July 2004;
 10. **means of electronic communication** – technical solutions, including ICT devices and cooperating software tools which allow individual distance communication with the use of data transmission between ICT systems, in particular electronic mail;
 11. **provision of services by electronic means** – execution of a service provided without the simultaneous physical presence of the parties (distance service provision), by transferring data at the individual request of the Customer, sent and received by means of electronic equipment for processing, including digital compression, and storing data, which is entirely transmitted and received by means of telecommunications network, within the meaning of the Polish Law on Telecommunications (ustawa — Prawo telekomunikacyjne) of 16 July 2004;
 12. **durable medium** – a material or tool which enables the Customer or the Seller to store information addressed personally to him or her in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;
 13. **Sales Agreement or Agreement** – a distance agreement concluded between the Customer and the Seller by means of the Online Store, in accordance with the principles specified in these Terms and Conditions;
 14. **service** – a service provided electronically by the Seller, under the terms and conditions specified in the Terms and Conditions.

§ 3 TECHNICAL REQUIREMENTS

1. In order to be able to use the Online Store, the Customer shall meet at least the following technical requirements necessary for the cooperation with the ICT system used by the Service Provider:
 - a. have a connection to the Internet with a speed of at least 256 kbitps,
 - b. use a web browser allowing the display of content in HTML format on the screen,
 - c. a web browser not older than Internet Explorer 11, Chrome 66, Firefox 60, Opera 53 or Safari 5 with Javascript enabled, accepting cookies,
 - d. a screen or any other display with a resolution of at least 1024x768 pixels.
2. Regardless of the terms and conditions specified in paragraph 1, in order to use the services and purchase products by means of the Online Store, the Customer shall have his or her own electronic correspondence address (email address), allowing him or her to receive messages addressed to him or her by the Seller.

§ 4 CREATING AN ACCOUNT AND CONCLUDING AN AGREEMENT FOR THE PROVISION OF ELECTRONICALLY SUPPLIED SERVICES

1. It is not necessary to create a Customer Account in order to place an order at the Online Store. The Seller recommends creating an Account since it simplifies and accelerates the process of placing orders by automatically filling in the Customer's data in the forms presented during the purchase process. The Seller may also organize promotional campaigns and contests dedicated exclusively to Customers with an active Account at the Online Store.
2. In order to use the services and purchase products by means of the Online Store, the Customer may create an Account at the Online Store. Creating an Account is equivalent to the conclusion of an agreement for the provision of electronically supplied services between the customer and the seller. Before creating an Account, the customer has the opportunity to read the Terms and Conditions and to save them on a durable medium.
3. Solely persons of legal age are entitled to create an account and conclude an agreement for provision of services.
4. In order to create an Account it is necessary to accept the Terms and Conditions, which is equivalent to the Customer's statement that:
 - a. he or she is entitled to create an Account, and in the case of an entrepreneur, that he or she is entitled to represent the enterprise independently,
 - b. the data provided when creating the account are complete and true, and that these are the data of the Customer,
 - c. creating an account does not violate the rights of third parties.
5. Creating an account requires the Customer to provide the following basic data: name, surname and email address. The Seller reserves the right to request additional data necessary to provide electronic services or execute sales to the Customer.
6. To create a Customer account it is necessary for the Customer to confirm it by the means of an email sent to the Customer's address that he or she provided in the Account creation form. The Terms and Conditions agreement shall be enclosed to this email on a durable medium.
7. The Seller may not allow a Customer to create an Account, may block an account or delete it in the following situations:

- a. the Customer already has an account on the Website;
- b. the Seller has reasonable grounds to believe that the Account registration or its existence is contrary to the provisions of these Terms and Conditions or the law, may violate the rights of third parties, or Customer data associated with the account are unreliable.

The Seller shall notify the Customer about the refusal to create an Account by sending an email to the Customer's address provided in the Account creation form.

8. The Customer is obliged to keep the email address used to create the Account active for the entire period of the Account life, or to provide another active email address that is appropriate for contacts with the Customer, as well as to regularly check messages sent to this email address by the Seller.
9. The email address provided by the Customer is the basic form of communication between the Seller and the Customer, and is necessary to create and maintain an account at the Online Store as well as to make purchases by its means.
10. The agreement for the provision of electronically supplied services is concluded for an indefinite period of time, associated with the existence of an Account. Deletion of the Account is equivalent to termination of the agreement for the provision of these services.
11. Customers logged into their Account can delete the Account at any time by means of options available at the Online Store.
12. In order to use the Account as well as the related services, and purchase goods from the Online Store, it is necessary to log in with the email address provided by the Customer, and an individual password provided by the Customer.
13. Customers logged into their Account may change the Account data, including the password and the Customer's email address by means of options available at the Online Store.

§ 5 PLACING ORDERS AND SALES AGREEMENT

1. In order to purchase products by means of the Online Store, the Customer selects the products available on the website, following the instructions and indications displayed on the Online Store website. The products selected are added to the so-called 'shopping cart'.
2. In the 'shopping cart' tab the customer may verify and appropriately modify the range of selected products. The customer confirms the choice by using the 'Order' option available under the list of selected products.
3. Once the 'Order' option has been selected, in the next steps the customer shall be asked to:
 - a. provide data necessary to complete the sale of products, such as shipping details necessary to issue an invoice or a receipt,
 - b. select a delivery method,
 - c. select a payment method.
4. Once all the forms have been completed, the Customer shall see an order summary containing the following information:
 - a. a list of products that are the subject of the order,
 - b. unit and total prices of these products,
 - c. delivery costs and the product delivery method, according to the Customer's choice,

- d. any additional charges related to the sale,
 - e. the selected payment method,
 - f. an estimated delivery time of the products.
5. In order to place an order, the Customer is required to accept the content of the Terms and Conditions, and to click the 'Order and pay' button.
6. An order placement constitutes an offer placed by the Customer to conclude an Agreement for sale of products, within the scope and under the conditions specified in the order summary.
7. Once an order has been placed, the Seller sends an order placement confirmation to the Customer's email address, together with the order summary, or immediately sends an order confirmation.
8. The conclusion of the Sales Agreement occurs when the Seller confirms the order sent to the Buyer's email address.
9. The Seller reserves the right to reject the order in the following situations:
 - a. the products selected by the Customer are unavailable, or their delivery time would be longer than indicated at the Online Store when placing an order;
 - b. other obstacles occur that are extraneous to the Seller preventing proper execution of the Sales Agreement in accordance with the Customer's order;
 - c. the data provided by the customer are incomplete or incorrect, or the Seller has a reasonable suspicion that they are not genuine, which prevents the proper execution of the Sales Agreement.

§ 6 PAYMENT TERMS AND CONDITIONS

1. Electronic services provided to the Customers by means of the Online Store are free of charge. The Customers are obliged to pay solely the fees related to the purchase of the products indicated in the summary of the order placed by the Customer.
2. All product prices listed on the Online Store website are gross prices and include the value added tax (VAT). Prices are in Polish zloty (PLN). Prices do not include delivery costs and any other charges related to the sale, which are shown to the customer when placing an order. All prices and charges are shown to the customer in the order summary, before its confirmation.
3. Payments will be made to the Seller's bank account indicated on the Online Store website when placing an order and in the email confirming that the products have been ordered.
4. Payments may also be processed through third party service providers, under the terms and conditions specified by them. In this situation, the Customer may be redirected to the website of an external service provider for payment processing.
5. The payment is considered made when the funds are credited to the Seller's bank account.
6. The Seller reserves the right to withhold the delivery of products until full payment of the sales price including all charges has been received.
7. If the Customer fails to pay the full sale price with all costs within 3 days from the date of confirmation of the order by the Seller, the Seller shall be entitled to unilaterally withdraw from the Sales Agreement, without the need to set an additional deadline for payment.

§ 7 PRODUCT DELIVERY

1. The products shall be delivered solely within the territory of the Republic of Poland.
2. The delivery of products shall be made within the period indicated in the order summary, calculated from the date of payment of the full sales price of the products, including all charges. All delivery times indicated by the Seller are expressed in working days.
3. The delivery shall be made using the method selected by the Customer when placing the order.
4. The Seller enables the Customers to collect the products from a warehouse or any other Seller's facility indicated on the Online Store website (on specified days and hours of operation of a given facility), or delivery by means of courier or the Polish Post Office.
5. The Customer shall examine the parcel containing the ordered products upon receipt. In particular, the Customer is advised to check whether the delivery is complete and whether the packaging of products or consignment does not contain visible damage. Should any defects or damage be observed, the Customer has the right to request the supplier's representative to draw up a protocol confirming these circumstances. A protocol drawn up by the supplier's representative shall facilitate and accelerate any possible complaint procedure.
6. At the latest when the products are delivered, the Seller shall provide the customer with a receipt or an invoice documenting the sale.
7. A Customer shall be invoiced solely provided that he or she selects such option in the process of order placement before its confirmation, and that he or she provides the data required to issue an invoice, including in particular the correct Tax Identification Number (NIP).
8. In case the delivery of products to the address provided by the Customer is not possible, the Seller shall contact the Customer to arrange new delivery terms. If the delivery was not possible due to the fault of the Customer, including as a result of providing incorrect address data, the Seller reserves the right to re-ship the products, after re-paying the shipping costs by the Customer. The above does not exclude the Customer's right to collect products in the Seller's warehouse or other point in which the Products purchased by the Customer are stored.

§ 8 SELLER'S LIABILITY

1. The Seller ensures the products delivered are free from physical and legal defects. The Seller is liable to the Customer should the sold product be defective, under the warranty for defects specified in the provisions of the Polish Civil Code.
2. Buyer's most important rights under the warranty for defects:
 - a. Should the product sold be defective, the Customer may submit a statement for price reduction or may withdraw from the Agreement, unless the Seller immediately and without excessive inconvenience to the Customer replaces the defective item for one free from defects, or rectifies the defect. This restriction shall not apply if the product has already been replaced or repaired by the Seller, or the Seller has failed to satisfy the obligation to replace the item with a defect-free item, or rectify the defect.
 - b. If the Customer is a consumer, instead of the defect rectification suggested by the Seller, he or she may demand to have the product replaced with one free from defects, or instead of product replacement, may demand rectification of the defect, unless bringing the product into conformity with the Agreement in the way selected by the

Customer is impossible, or would require excessive costs compared to the method suggested by the Seller.

- c. Should the product sold be defective, the Customer may also request to have the item replaced with one that is free from defects, or to have the defect rectified. The Seller is obliged to replace the defective product for one free from defects, or to rectify the defect within a reasonable time, without undue inconvenience for the Customer. The Seller may refuse to satisfy the Customer's request if bringing the defective product into conformity with the Agreement in a manner selected by the Customer is impossible, or in comparison with other possible ways to bring the product into conformity with the Agreement would require excessive costs. If the buyer is an entrepreneur, the Seller may refuse to replace the product with one free from defects, or to rectify the defect also when the cost to satisfy this obligation exceeds the price of the sold product.
 - d. The Seller is liable under the warranty should a physical defect be found not later than two years after the product was given away to the Customer.
 - e. A claim for the rectification of defects or replacement of the product sold with one free from defects expires after one year, calculating from the date when the defect was found. If the customer is a consumer, the limitation period cannot end before the expiry of the time limits specified in the item above.
 - f. A Customer who is an Entrepreneur loses rights under the warranty if he or she did not examine the product at the time and in the manner usual for such type of goods, and did not notify the Seller about the defect immediately, and in the situation when the defect is revealed only later – if he or she did not notify the Seller immediately after it was found.
3. The products sold may be covered by the manufacturer's guarantee. The terms and conditions of such guarantee are set out in the manufacturer's warranty card, which the Seller may make available at the request of the Customer. Information about the manufacturer's guarantee available on the Online Store website includes only its basic terms and conditions.

§ 9 MAILING SERVICE

1. With the Customer consent, given by means of the Online Store or an e-mail, the Seller may provide additional mailing/newsletter service to the Customer. The service is free of charge.
2. The consent for the indicated service may be withdrawn at any time by contacting the Seller by phone or email, or by means of the link found at the bottom of any email sent as part of this service.
3. The mailing service consists in sending to the Customer's email address at any time commercial information concerning the Seller, or products or services offered by the Seller, or other materials compliant with the law related to the activities of the Seller or manufacturers of products offered by the Seller, as a body content or as an attachment to a single message sent to the email address provided by the Customer.
4. The Seller may organize promotional campaigns or contests dedicated exclusively to the Customers using the mailing/newsletter service.

§ 10 COMPLAINT PROCEDURE

1. Complaints may be submitted by means of:
 - a. a complaint form available on the Online Store website – RECOMMENDED FORM OF COMPLAINT SUBMISSION, or
 - b. an email sent to: apietka@bakata.pl, or
 - c. in writing; sent to the Seller's address provided in these Terms and Conditions.
2. In the complaint, the Customer shall specify the product being the subject of the complaint, prove that it was purchased from the Seller (e.g. with a receipt, invoice, proof of payment or a copy of the order confirmed by the Seller) and describe the product's defect.
3. In order to accelerate the complaint examination process, the Seller recommends that each request include:
 - a. the full name and the model of the product concerned,
 - b. the product's serial number, or a photograph of a sticker, label or any other individual product marking placed on the product by its manufacturer,
 - c. an order number,
 - d. a copy of the proof of purchase (receipt or invoice), or a copy of the proof of payment for the order,
 - e. an accurate description of the defect,
 - f. an information regarding the date when the product was found to be defective,
 - g. pictures and/or video showing the defect.
4. The Seller shall examine the complaint within 14 days of its submission or its delivery in writing to the Seller's address.
5. The Seller reserves the right not to recognize the complaint if the information and materials provided by the Customer are insufficient to assess the validity of the claims resulting from complaint. In such situation, the Seller shall immediately notify the Customer about the steps necessary for proper recognition of the complaint.
6. In line with the aforementioned rules, the Customer may file a complaint regarding services provided electronically, including the operation of the Online Store website.

§ 11 RIGHT OF WITHDRAWAL

1. A customer who has entered into a Sales Agreement by means of the Online Store, as a consumer may withdraw from it within 14 days, without giving any reason and without incurring any costs, subject to:
 - a. the Customer has chosen a product delivery method other than the cheapest standard delivery method offered by the Seller, the Seller shall not be obliged to reimburse the Customer for any additional costs incurred;
 - b. the Customer bears the direct costs for returning the product.
2. The limitation period for withdrawal shall begin from the date when the Customer or a third party indicated by the Customer other than the carrier takes possession of the product, and if

an agreement includes multiple products that are delivered separately, in batches or in parts – from the date of taking possession of the last product, batch or part.

3. To withdraw from the agreement, it is necessary to lodge a statement by means of a form available on the Online Store website by email or in writing.
4. To meet the deadline it is sufficient to send the statement before the deadline expires.
5. The Seller shall immediately send the Customer an acknowledgment of receipt of a statement of withdrawal from the agreement by e-mail or in writing.
6. The Seller shall reimburse the Customer all payments made by him, including the costs of delivery of items immediately, namely, not later than within 14 days of receipt of the Customer's statement of withdrawal from the Agreement.
7. The reimbursement of payment shall be made by means of the same payment method used by the Customer, unless the Customer agrees to a different method of refund. The Customer shall not bear the costs of the reimbursement.
8. If the Seller has not offered to collect the products from the Customer in person, the Seller may withhold the reimbursement of payments received from the Customer until the products have been returned to the Seller or the Customer has provided a proof of their return, whichever comes first.
9. The Customer is obliged to return the product to the Seller or hand it over to a person authorized by the Seller to collect it immediately, but not later than 14 days from the date of withdrawal from the agreement, unless the Seller has offered to collect the product in person. To meet the deadline it is sufficient to return the product before the deadline expires.
10. If the product was delivered to the Customer to the place where he or she resided at the time of concluding the Agreement, the Seller is obliged to bear the costs of collection of the product if due to the nature of the product it cannot be sent back in the usual way by post.
11. The customer shall be liable for any reduction in the value of the product resulting from the use of the product in a way that is beyond the necessary to ascertain the nature, characteristics and functionality of the product.
12. The right for withdrawal from the Agreement does not apply to the Customer in relation to the Agreement in which the provided subject is a non-prefabricated product, manufactured according to customer specifications or used to meet his or her individual needs. The Seller stipulates that the offer includes products that are not prefabricated. It shall be communicated to the Customer that he or she is placing an order for a non-prefabricated product at the latest in the order summary, before its confirmation.

§ 12 RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The Seller ensures continuous provision of Online Store services, subject to:
 - a. temporary interruption in the provision of services related to maintenance, repair or changes introduced to the Online Store,
 - b. temporary interruption in the provision of services related to failures or maintenance activities of the technical infrastructure of the Seller or other entities related to the availability of the Online Store.
2. The Seller shall at all times be entitled to:

- a. discontinue or temporary interrupt the provision of services,
 - b. change the terms and conditions of service,
 - c. introduce new services,
 - d. introduce changes to the appearance and functionality of the Online Store,
 - e. take any other actions related to the Online Store, as permitted by law.
3. It is prohibited to place on the Online Store websites:
 - a. false or outdated information,
 - b. personal data of third parties, or any personal data in places not intended for such purposes,
 - c. unlawful content, namely, content that breaches the provisions of law or is contrary to generally accepted social norms, in particular content that violates the rights of third parties, or is indecent (offensive, vulgar, etc.),
 - d. commercial information, within the meaning of the Act on provision of services by electronic means, without the express prior permission of the Seller.
4. The following is prohibited:
 - a. any use, including copying and recording of content available on the Online Store website, protected by copyright of the Seller or third parties;
 - b. any use of the Online Store in a manner contrary to provisions of law or violating the rights or interests of the Seller.
5. Each Customer is entitled to notify the Seller should he or she notice on the Online Store website any content that breaches the provisions of law, is contrary to generally accepted social norms, violates the rights of third parties, breaches the provisions of these Terms and Conditions, or any content toward which exists a reasonable suspicion of its unreliability, as well as to demand rectification of such content. The Seller shall immediately review all notifications and requests not later than within 14 days after their submission. The Customer shall be informed about the manner in which the notification or request has been recognized, and the related actions taken by the Seller.
6. The Seller shall use its best efforts to ensure the secure operation of the Online Store and of the related ICT system, making every effort to prevent unauthorized access to the content of communication comprising its services, including: SSL encrypted connection, server protection against external attacks, etc.
7. The Seller also takes technical measures to prevent acquisition and modification by unauthorized persons of personal data sent electronically, including in particular: uses software to protect against malware, stores data in an encrypted manner, uses a secure connection via SSL protocol.

§ 13 TERMINATION OF THE AGREEMENT

1. Each Customer at any time may terminate the agreement for the provision of electronic services (does not apply to sales agreement) by deleting the Account, or by sending such a statement to the Seller by email or in writing to the address designated for contacts with the Seller, specified in these Terms and Conditions.

2. The Seller is entitled to terminate the agreement by deleting the Customer's Account from the Online Store in the event of any violation of the Terms and Conditions by the Customer, any use by the Customer of the services contrary to their intended use, and any use of the Online Store to take actions contrary to the law or the interests of the Seller.
3. The Seller shall immediately notify the Customer that his or her account has been deleted, and the service agreement has terminated.
4. Deletion of the Account is equivalent to the cessation of provision of services to the Customer.
5. Deletion of the Account and termination of the service agreement does not affect the execution of the previously concluded Sales Agreements.

§ 14 COPYRIGHTS AND TRADEMARKS

1. The Seller holds copyrights to the Online Store together with all its elements and functionalities, the website and all materials posted on the website (regardless of their form and content), as well as to the newsletters and materials sent to Customers as part of the mailing service. The Customer is not entitled to alter, copy, transmit, use in any other manner or form, or for purposes other than those resulting from these Terms and Conditions the works placed on the website, in newsletters and emails.
2. The Seller has the right to use trademarks placed on the website and in newsletters, and to use materials sent to Customers as part of mailing service. The Customer is not entitled to use the trademarks of the Seller in any manner or form.

§ 15 PERSONAL DATA

1. The use of the Online Store involves the processing of personal data.
2. The Controller of the personal data is the Seller.
3. The Seller applies appropriate technical and organizational measures to protect Customer privacy.
4. The terms and conditions for processing of personal data related to the Online Store are specified in the Privacy Policy and are available at [www sklep.bakata.pl](http://www.sklep.bakata.pl)

§ 16 COOKIES

1. The Online Store collects information about Customers and their behavior in the following way:
 - a. through information voluntarily introduced by Customers at the Online Store,
 - b. through cookies saved on Customer's terminal equipment,
 - c. through collection of web server logs by the Online Store's web hosting providers.
2. Cookies are IT data, in particular text files which are stored in the Customer's terminal equipment and are intended for use on the Online Store websites. Cookies usually contain the name of the website they come from, the time of storage in the terminal equipment, and a unique number.

3. The entity that places cookies in the Customer's terminal equipment and has access to them is the Online Store's provider.
4. Cookies are used for the following purposes:
 - a. creating statistics that help to understand how the Customer uses the websites, which allows to improve their structure and content;
 - b. maintaining the Customer's session (after logging in) so that the Customer is not required to re-enter his or her login and password on each Online Store subpage;
 - c. determining the Customer's profile in order to display tailored material to the Customer in advertising networks, in particular in the Google network.
5. There are two main types of cookies used within the Online Store: session cookies and persistent cookies. Session cookies are temporary files stored in the Customer's terminal equipment until logging out, leaving the website or switching off the software (web browser). Persistent cookies are stored in the Customer's terminal equipment for the time specified in the cookies parameters, or until they are deleted by the Customer.
6. Web browsing software (web browser) usually by default allows the storage of cookies in the Customer's terminal equipment. Customers can change their settings in this regard. The Internet browser makes it possible to delete cookies. It is also possible to automatically block cookies. Help option or documentation of the web browser contain detailed information on this subject.
7. Restriction of the use of cookies may affect some of the functionalities available at the Online Store.
8. Cookies placed in the Customer's terminal equipment can also be used by advertisers and partners cooperating with the Online Store provider.
9. We recommend reading the privacy policy of these companies to learn how cookies are used in statistics: Google Analytics Privacy Policy.
10. Cookies may be used by advertising networks, in particular the Google network, to display advertisements tailored to the manner in which the Customer uses the Online Store. For this purpose, they can store information about the Customer's navigation path or time spent on a given page.
11. With regard to the information on customer preferences collected by the Google advertising network, the user can view and edit the information resulting from the cookies, using the following tool: <https://www.google.com/ads/preferences/>.
12. Information on certain Customer behavior is subject to logging at the server layer. These data are used solely to administer the Online Store and ensure the most efficient operation of the provided web hosting services.
13. The resources viewed are identified by means of an URL address. In addition, the following may be subject to recording:
 - a. time when the request arrived,
 - b. time when the answer was sent,
 - c. name of the customer station – identification performed by means of the HTTP protocol,
 - d. information about errors that occurred during the HTTP transaction,

- e. URL address of the page previously visited by the Customer (referrer URL) - if the Online Store was accessed through a link,
 - f. information about the Customer's web browser,
 - g. information about IP address.
14. The above data are not associated with specific visitors.
15. The above data are used solely to administer the Online Store's server.

§ 17 FINAL PROVISIONS

1. The Service Provider informs that the use of the Online Store and related services and functionalities may be associated with risks that normally occur when using the Internet (spam, presence and operation of malware, worm or spyware, and activities such as phishing, sniffing, etc.). It is therefore recommended that Customers take appropriate measures to minimize the risk, in particular:
 - a. visit the Online Store solely by means of a trusted, secure connection to the Internet,
 - b. use an anti-virus and firewall software,
 - c. use long and complicated passwords with letters, numbers and special characters to log into the Online Store,
 - d. protect passwords used in the Online Store from disclosure to third parties,
 - e. check if the connection is encrypted when logging into the Online Store.
2. The Seller is entitled to make changes to these Terms and Conditions.
3. If the Terms and Conditions are amended, the text available on the website shall be consolidated.
4. Customers with an Account shall be notified about changes to the Terms and Conditions at least 7 days in advance. Sales Agreements are governed by the terms and conditions in force at the time of concluding the Agreement.
5. All services provided by the Seller are subject to the Polish law.
6. A Customer who is a Consumer may use out-of-court procedures for handling complaints and pursuing claims. Rules on access to these procedures are available at the seat or on the websites of entities authorized to resolve disputes out-of-court. These may be in particular ombudsmen or Regional Inspectorates of Trade Inspection – their list is available on the website of the Office of Competition and Consumer Protection (UOKiK). The Seller communicates that a platform for online dispute resolution between consumers and businesses at EU level (ODR platform) is available at the following address: <http://ec.europa.eu/consumers/odr/>.