# LIFEARCHITECT.COM

## **ONLINE STORE REGULATIONS**

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# § 1. DEFINITIONS AND LEGAL ACTS

- 1. As used in the present Regulations, the following terms and expressions shall have the meanings set forth below:
- a) **Buyer** Service Recipient who has concluded or intends to enter into a contract of purchase of the products offered in the Online Store.
- b) **Carrier** company providing carrier services: Furgonetka, ul. Inżynierska 8, 03-422 Warsaw, KRS number: 0000694708, NIP (Tax Identification Number): 1132567365; REGON (National Business Registry Number): 140220084.
- c) **Clauses** voluntary consents (declarations of will), expressed in the form of the so-called checkboxes provided in the Online Store website.
- d) **Consumer** a natural person performing legal acts not directly related to his business or professional activity
- e) Contract an agreement concluded remotely via the Online Store between the Buyer and the Seller.
- f) **Contract concluded remotely** an agreement concluded between the Consumer and the Seller, within an organized framework of electronic contract conclusion methods, without the real-time physical presence of the parties, with the exclusive media of one or more permanent storing means of remote communication until the contract is concluded.
- g) **Helpline** a call centre available at the phone number provided on the Online Store website, where you can get information on the products offered in the Online Store, regulations of the Online Store and

instructions how to place orders.

## h) One of the three payment getaways:

- **1. PayPal** PayPal (Europe) S.à.l. et Cie, S.C.A. (registered in R.C. Luxembourg, under number B 118 349), with its registered office in Luxembourg, L-2449.
- **2. Revolut Limited** registered in England and Wales under company number 08804411, with it's registered office at 9th Floor 107 Cheapside, London, United Kingdom, EC2V 6DN.
- **3. Online Store** a set of websites, information and IT tools (ICT platform), by means of which the Service Provider delivers services over the Internet, in order to enable consumers such actions as i.a. browsing products, placing orders, concluding contracts remotely and accessing digital content, available on the website www.lifearchitect.com.
- i) **Order** a declaration to purchase products, indicated by the Buyer via the Helpline, email or electronic form available on the Online Store website, submitted in a way that enables identification of the Buyer, products that are to be the subject of the contract concluded remotely, payment and delivery method, and selling price.
- j) **Organizer** see Service Provider.
- k) **Participant** a natural person who has purchased a product in the form of a service (Retreat) or intends to participate in one.
- l) **Privacy Policy** a set of rules for the processing and protection of the Service Recipient's personal data, constituting an integral part of the present, provided free of charge on the Online Store website.
- m) **Product** a product provided by the Seller, offered in the Online Store, which becomes the subject of sales contract, in particular, in the form of a boxed product (Life Architect Box), a service (Retreat, Coaching) or a digital product (LifeArcadia).
- n) **RODO** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- o) **Regulations** the present regulations of providing e-commerce services in the Online Store.
- p) **Seller** Service Provider who has concluded or intends to enter into a contract with the Buyer.
- r) **Service Provider** one of two entities depending on the service provided:
  - **1. Life Arcadia Limited** (in the case of LifeArcadia, Life Architect Box and away Retreats held outside of Poland) with its registered office in London, 2a Ruckholt Road, Office 228, E10 5NP London, United Kingdom, registered under Reg No. 09608308,
  - **2. Foundation for Conscious Education** (in the case of away Retreats held in Poland), with its registered office in Poznań, ul. Narcyzowa 11, 60-175 Poznań, entered into the Register of Entrepreneurs of the District Court for the city of Poznań under KRS number: 0000603873, NIP (Tax Identification Number): 7792440071.
- s) **User** a Buyer, who established a User Account in the Online Store.
- t) **Service Recipient -** a natural or legal person, or an unincorporated organisational unit not being a legal person, able to acquire rights and incur liabilities on his own behalf, who shops in the Online Store
- u) **User Account** Buyer's individual account, opened in connection with the Order placed by the Buyer, facilitating the use of digital products and other functionalities of the Life Architect Panel.
- v) **Virtual Shopping Cart** a tool enabling the Buyer to aggregate the products and calculate their value and delivery costs before purchase.
- 2. List of legal acts applied in the present Regulations:
- a) the Civil Code Act of April 23, 1964 (Journal of Laws of 2014, item 121, as amended),
- b) the Act of August 29, 1997 on the Protection of Personal Data (Journal of Laws of 2014, item

- 1182, as amended),
- c) the Act of 18 July 2002 on the **Provision of Electronic Services** (Journal of Laws of 2014, item 142, as amended),
- d) the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, item 827),
- e) the Act of 4 February 1994 on **Copyright and Related Rights** (Journal of Laws of 2014, item 631, as amended).

## § 2.

#### **GENERAL PROVISIONS**

- 1. The Online Store is run by the Service Provider.
- 2. The Service Provider provides services by electronic means in accordance with these Regulations, determined on the basis of art. 8 para. 1 of the Act on the Provision of Electronic Services, which specifies in particular the type and scope of these services, the conditions for concluding and terminating contracts of purchase, as well as the complaints procedure with regard to the provision of services.
- 3. These Regulations are made available to Service Recipients free of charge, via the website of the Online Store, in the form which makes it possible to download, save and print its contents.
- 4. The Service Recipient of the Online Store is obliged to comply with the provisions of these Regulations.
- 5. The Service Provider provides the following services electronically via the Online Store website:
- a) information services enabling the Service Recipient to familiarize with the catalogues, price lists and availability of the products and services offered by the Service Provider via the Online Store website, as well as by sending marketing and commercial information to the Service Recipient's e-mail address (i.e. the newsletter),
- b) communication services enabling to place orders, conclude purchase contracts and arrange for the delivery of purchased products.
- c) Life Architect Panel, enabling to access and use purchased digital products, according to their specificity, and access other facilities available only to Users, such as downloading files related to products or view audio-visual materials, etc.
- 6. Services are provided to the Service Recipients who use device that meets the following technical requirements:
- a) connection to the public Internet network,
- b) web browser, which allows you to display on a computer screen HTML documents (the browser recommended is the latest version of Google)
- c) screen resolution of 1366x768 pixels or more,
- d) cookies and Java Script files enabled in the browser.
- 7. If the Service Recipient uses computer hardware or software that does not meet the technical requirements stipulated in the preceding paragraph, the Service Provider does not guarantee the proper functioning of the Online Store and notifies that this may have a negative impact on the quality of services provided electronically.
- 8. The User of the Online Store may neither use the Site or any Content for any purpose that is unlawful or prohibited, not take any action that may cause interference or damage to the proper working of the Online Store. Should the Service Provider be notified or obtain credible information about the unlawful nature of the data provided by the Service Recipient, the Service

Provider reserves the right to bar any such activity and deny access to such data.

- 9. The agreement on provision of electronic services by electronic means takes place when the Service Recipient starts to use a given service. The Service Recipient may terminate the use of a given service at any time by leaving the website of the Online Store, which is tantamount to terminating the agreement on provision of services by electronic means automatically, without the need to submit any additional statements.
- 10. Complaints related to the functioning of the Online Store may be reported to the Service Provider via e-mail or traditional mail to one of the addresses provided in these Regulations. It is recommended that the Service Recipient provide his full name, correspondence address and the type and date of occurrence of the defect related to the services provided by the Service Provider.
- 11. The Service Provider shall respond to the Customer's complaint promptly, no later than within 14 calendar days from the date of receiving the complaint by the Service Provider. Should the Service Provider fail to comply with the 14-day time limit, the Service Provider shall inform the Customer about the date when the complaint will be processed. Failure to respond to the complaint within the time specified in the preceding sentence is not tantamount to the Service Provider considering it justified.

## § 3.

#### CONCLUSION OF SALES CONTRACTS

- 1. Sales Contract between a Buyer and a Seller is concluded when the Buyer places orders via Helpline, electronic mail or the Online Store with the use of the Virtual Shopping Cart.
- 2. A Buyer who is a natural person may conclude agreements via the Online Store provided that he has full legal capacity.
- 3. A Buyer, not being a natural person, may authorize a person to conclude agreements on his behalf.
- 4. Commercial information contained in the Online Store does not constitute a business offer within the meaning of the Civil Code and only serves as an invitation to submit offers to conclude a Sales Contract.
- 5. In order to place an Order via the Online Store using the Virtual Shopping Cart, the Customer shall select the products and their number by adding them to the Cart, confirm the order to the Seller by clicking on the "Confirm" button and provide the contact, delivery and payment details, necessary to conclude and execute the agreement.
- 6. The selection of products ordered is made by adding them to the Virtual Shopping Cart with the exception of products in form of Coaching services which due to their specificity can be ordered only by submitting the application form displayed on the relevant subpage of the Online Store website or via Helpline.
- 7. While placing an Order, until having clicked the "Confirm" button, the Buyer is free to modify the contents of his Virtual Shopping Cart and enter the relevant promotional code.
- 8. After the final selection of the products to be purchased and clicking the "Confirm" button, the Buyer is directed to the form in which he shall:
- a) enter login to an existing User Account or create a new one;
- b) provide the delivery address, in the case of purchasing products whose specificity requires delivery,
- c) make the payment via PayPal / Revolut
- 9. Having completed the purchase order, the Buyer is directed to the subpage on which the assigned order number is provided.
- 10. The Buyer shall provide true, up-to-date and complete data in the forms referred to in this paragraph. The data entered may not violate the applicable law or infringe upon the personal and

other rights of third parties.

- 11. The User may not disclose his login and password to the Online Store User Account to third parties.
- 12. Placing an order via the Online Store with the use of the Virtual Shopping Cart constitutes a legally binding offer in the meaning of the Civil Code, submitted to the Seller by the Customer.
- 13. Having received a correctly placed order, the Seller immediately sends to the Buyer's e-mail address, given upon placing an order or creating the User Account, confirmation of the offer being accepted within the meaning of the Civil Code. The e-mail confirmation sent by the Seller to the Buyer is considered as the time of concluding the contract.

## § 4.

## PRICE AND PAYMENT CONDITIONS

- 1. Payments in the Online Store are made with the use of payment methods specified on the Online Store website.
- 2. All prices displayed in the Online Store are given in US dollars and include tax on goods and services (VAT) in the amount stipulated by other provisions. Delivery costs are displayed separately.
- 3. Delivery costs shall be added to the order sale price (the total cost of selected products) when the specificity of purchased products requires delivery, unless the Seller is obliged to cover the delivery costs.
- 4. The order price is calculated according to the current prices and delivery costs at the moment of placing the order. The Seller reserves the right to change prices and delivery costs. These changes come into force within 7 days from their publication in the Online Store and do not apply to sales contracts concluded before the date of their entry into force.
- 5. Payment methods that the Seller made available for purchase transactions in regard to each product are included in the product description on the Online Store website. Depending on the product, the Buyer can choose from the following payment methods:
- a) bank transfer to the Seller's bank account, in the case of which the order will be executed after crediting the total amount of the order sale price onto the Seller's account,
- b) electronic payment via one of the two payment getaways PayPal / Revolut in the case of which the order will be executed after crediting the total amount of the order sale price onto the Seller's account,
- c) in cash, in the case of which the payment is made in person at the Seller's office upon handing over the product to the Buyer
- 6. The Buyer may request for an invoice and, to that end, provide contact and address details of the legal entity to which the invoice is to be written out. The Buyer may agree to have the invoice sent via electronic mail to the indicated e-mail address or via traditional mail to the indicated correspondence address.
- 7. The Seller is not registered as a VAT payer, therefore invoices issued by the Seller are non-VAT.

## § 5.

## **ORDER EXECUTION**

- 1. A correctly placed order shall be delivered within the following delivery times:
- a) up to 24 hours from the moment when the confirmation of order is sent to the Buyer, with regard to digital products LifeArcadia,
- b) up to 3 working days from the date of confirmation of order, with regard to boxed products Life Architect Box,
- c) on the day given in the product description in the Online Store or other day agreed on by the parties, with regard to products in the form of a service, i.e. Workshops, Retreats, Coaching.
- 2. Boxed products are delivered by the Carrier to the address indicated by the Buyer upon placing an order or creating a User Account.
- 3. If the Seller is not in position to execute the order within the time limit stipulated in paragraph 1, the Seller shall notify the Buyer immediately, no later than within 72 hours from the moment of obtaining such information, and indicate the earliest possible date in which the order may be executed. Should this happen, the Buyer retains the right to withdraw from the contract and the Seller shall make a full refund of the amount already paid by the Buyer.
- 4. Upon product purchase, the Buyer shall receive a product extension in the form of a series of e-mails on the subject matter of the chosen course or workshop.

## § 6. WORKSHOPS

- 1. The present article shall stipulate the Regulations of the organization of workshops held by the Organizer as well as the Regulations for the participation in these workshops. Each participant of the workshop is obliged to follow the provisions of this paragraph.
- 2. Workshops are educational activities held on the topics in accordance with the description provided on the relevant subpage of the Online Store.
- 3. The number of places available for each workshop is limited. Registration for the workshop shall continue until there are no more places available.
- 4. Workshops can be attended only by adult natural persons having full active legal capacity Persons who do not meet the above prerequisites, in order to participate in a workshop, must provide written consent from his legal guardians or participate in it under their supervision.
- 5. A prerequisite for participation in a given workshop is prior notification of willingness to book a place and payment in a manner stipulated by the provisions of these Regulations.
- 6. Each Participant shall receive a booking confirmation once having met the prerequisites stipulated in the preceding provision. Booking confirmation will be sent by the Organizer to the e-mail address provided by the Participant while placing an Order or opening a User Account. Participants who, despite meeting these prerequisites, have not received booking confirmation, shall promptly notify the Organizer.
- 7. The price of the workshop does not include travel costs to and from the workshop venue.
- 8. Should the Participant fail to register for the workshop due to no places available, they may enter the waiting list for this workshop. In the event of cancellation of another Participant's registration, his spot shall be offered to the next person on the waiting list (on a first-come-first-serve basis).
- 9. The Participant may cancel his participation in the workshop and indicate another person to fill in the vacated spot, without incurring additional costs, provided that his replacement meets the

requirements for participation in the workshop. The Participant's replacement should confirm the willingness to participate in the workshop and accept the provisions of the present Regulations. Once these prerequisites are met, the amount paid by the Participant shall be transferred onto the account of his replacement.

- 10. In case the Participant who decided to cancel his participation in the workshop, don't indicate another person to fill in the vacated spot, the Organizer will contact the persons that are on the waiting list of the workshop. If someone from the waiting list will decide to take part in the workshop and will pay for the workshop, the Organizer will refund the payment to the Participant who cancelled his participation in the workshop. In this case, the Organizer will charge a handling fee (13 USD).
- 11. Should the Participant cancel his participation in the workshop, not indicating another person to fill in the vacated spot, and there are no people on the waiting list (or if people on the waiting list don't decide to participate in the workshop), the following cancellation fees shall be charged by the Organizer:
  - a. deposit upon cancellation submitted 90 days or more prior to the event start date,
  - b. 50% of the cost of the workshop upon cancellation submitted between 60 and 89 days prior to the event start date,
  - c. total cost of the workshop upon cancellation submitted not later than 59 days prior to the event start date.

The Organizer shall refund all the costs paid by the Participant using the same payment method that was used by the Consumer in the initial payment.

- 12. The cancellation of participation in the workshop shall be submitted by the Participant to the Organizer via e-mail or Helpline, along with the contact details of the person who is to fill in for the Participant or the request for reimbursement.
- 13. The receipt of the Participant's cancellation shall be confirmed by the Organizer. Should the Participant not receive such confirmation upon the correct submission of cancellation, they shall promptly notify the Organizer.
- 14. Should the Participant fail to submit cancellation to the Organizer not later than 59 days prior to the event start date, the payments already made for the workshop shall not be refunded.
- 16. The Organizer accepts no responsibility, financial or otherwise, for the indispensable changes of the workshop dates for organisational reasons, such as sickness absence of organizers, group leaders or coaches. Unless the Participant is able to attend the workshop on the new due date, the Organizer shall refund the total amount paid by the Participant (including the deposit). The cancellation of participation in the workshop shall be submitted by the Participant to the Organizer via e-mail or Helpline, along with the payment request for reimbursement of the amount paid.
- 17. The Organizer is not obliged to ensure the total refund in the unlikely cases of natural disaster, war or other events beyond the Organizer's control. To avoid incurring costs, the Organizer suggests that Participants purchase an insurance that covers such contingencies.
- 18. The Organizer shall not be held accountable for the costs of airline change or cancellation fees incurred by the Participant. The Participant is advised to purchase flight cancellation insurance on his own, so that in the event of the workshop's cancellation or postponement, the Participant shall receive a refund of the incurred airline costs.
- 19. Persons undergoing psychiatric treatment, struggling with an emotional crisis or suffering from other emotional problems are advised to consult the decision on participating in the workshop with the attending physician or psychotherapist.
- 20. The participants should themselves purchase the insurance policy that covers medical treatment and possible chronic diseases.16. Workshops are organized by the LifeArcadia LTD, however, the payments for the workshops shall be made via the traditional bank transfer.

#### RETREATS

- 1. The present article shall stipulate the Regulations of the organization of retreats held by the Organizer outside of Poland as well as the Regulations for the participation in the retreats.
- 2. Each Participant of the retreat is obliged to follow the provisions of this article.
- 3. Retreats are educational activities held on the topics in accordance with the description provided on the relevant subpage of the Online Store.
- 4. The number of places available for each retreat is limited. Registration for the retreat shall continue until there are no more places available.
- 5. Retreats can be attended only by adult natural persons having full active legal capacity. Persons who do not meet the above prerequisites shall, in order to participate in the retreat, provide written consent from his legal guardians or participate in the retreat under their supervision.
- 6. A prerequisite for participation in a retreat is prior notification of willingness to book a retreat and payment of a non-refundable deposit or total cost of the retreat according to the provisions of the present Regulations and the description available on the relevant subpage of the Online Store.
- 7. Each Participant shall receive a booking confirmation once having met the prerequisites stipulated in the preceding provision. Booking confirmation will be sent by the Organizer to the e-mail address provided by the Participant while placing an Order or opening a User Account. Participants who, despite meeting these prerequisites, have not received booking confirmation, shall promptly notify the Organizer.
- 8. Should the Participant fail to register for the retreat due to no places available, they may enter the waiting list for this retreat. In the event of cancellation of another Participant's registration, his spot shall be offered to the next person on the waiting list (on a first-come-first-serve basis).
- 9. The Organizer shall provide accommodation in double or four-bed rooms for the entire duration of the retreat.
- 10. The Participant may cancel his participation in the retreat and indicate another person to fill in the vacated spot, without incurring additional costs, provided that his replacement meets the requirements for participation in the retreat. The Participant's replacement should confirm the willingness to participate in the retreat and accept the provisions of the present Regulations. Once these prerequisites are met, the amount paid by the Participant shall be transferred onto the account of his replacement.
- 11. In case the Participant who decided to cancel his participation in the retreat, don't indicate another person to fill in the vacated spot, the Organizer will contact the persons that are on the waiting list of the retreat. If someone from the waiting list will decide to take part in the retreat and will pay for the retreat, the Organizer will refund the payment to the Participant who cancelled his participation in the retreat. In this case, the Organizer will charge a cancellation fee that is equal to the amount of the paid deposit.
- 12. Should the Participant cancel his participation in the retreat, not indicating another person to fill in the vacated spot, and there are no people on the waiting list (or if people on the waiting list don't decide to participate in the retreat), the following cancellation fees shall be charged by the Organizer:
  - a. deposit upon cancellation submitted 90 days or more prior to the event start date,
  - b. 50% of the cost of the retreat upon cancellation submitted between 60 and 89 days prior to the event start date,
  - c. total cost of the retreat upon cancellation submitted not later than 59 days prior to the event start date. The Organizer shall refund all the costs paid by the Participant using the same payment method that was used by the Consumer in the initial payment.
- 13. The cancellation of participation in the retreat shall be submitted by the Participant to the Organizer via e-mail or Helpline, along with the contact details of the person who is to fill in for the

Participant or the request for reimbursement.

- 14. The receipt of the Participant's cancellation shall be confirmed by the Organizer. Should the Participant not receive such confirmation upon the correct submission of cancellation, he shall promptly notify the Organizer.
- 15. Should the Participant fail to submit cancellation to the Organizer not later than 59 days prior to the event start date, the payments already made for the retreat shall not be refunded.
- 16. The Organizer bears no responsibility, financial or otherwise, for the contingency of the Participant developing an illness during the retreat, including tropical diseases (in the case of retreat held in tropical countries). By accepting the present Regulations, the Participant confirms that he is aware of the health risks as well as the disease preventive measures.
- 17. The Organizer bears no responsibility, financial or otherwise, for any changes in the retreat dates for organisational reasons, such as sickness absence of organizers, group leaders or coaches. Unless the Participant is able to attend the retreat on the new date, the Organizer shall refund the total amount paid by the Participant (including the deposit). The cancellation of participation in the retreat shall be submitted by the Participant to the Organizer via e-mail or Helpline, along with the payment request for reimbursement of the amount paid.
- 18. The Organizer is not obliged to ensure the total refund in the unlikely cases of natural disaster, war or other events beyond the Organizer's control. To avoid incurring costs, the Organizer suggests that Participants purchase an insurance that covers such contingencies.
- 19. The Organizer shall not be held accountable for the costs of airline change or cancellation fees, incurred by the Participant. The Participant is advised to purchase flight cancellation insurance on his own, so that in the event of the retreat's cancellation or postponement, the Participant shall receive a refund of the incurred airline costs.
- 20. Persons undergoing psychiatric treatment, struggling with an emotional crisis or suffering from other emotional problems are advised to consult the decision on participating in the retreat with the attending physician or psychotherapist.
- 21. The participants should purchase on their own the insurance policy that covers medical treatment and possible chronic diseases.
- 22. Retreats are organized by Life Arcadia Ltd. The payments for the retreats shall be made via the PayPal or Revolut platforms.
- 23. The payment for the retreat can be divided into few smaller payments (installments). The Participant shall inform the Organizer that he or she wants to divide the payment. After that, the Organizer will send to the Participant a installment agreement. Signing this agreement and paying the first installment is the requierement to participate in the retreat. Each next payment should be made not later than 30 days after the previous payment.
- 24. If in the moment of cancellation the Participant didn't pay the full amount yet, he or she is still obliged to pay the amount left.
- 25. The last payment should be made not later than 30 days before the retreat. If the Participant doesn't do the last payment within these timespan, the Organizer can cancel his participation and he is not obliged to refund the paid amount.

#### **CONSUMER RIGHTS**

- 1. A Consumer who has concluded an contract remotely may, within 14 days, withdraw from the contract without stating any reason. The Consumer is not obliged to bear the costs of withdrawal, except for the costs specified in the following paragraphs of this article. In order to exercise the right to withdrawal, the Consumer shall submit a written statement within the withdrawal period. In the event of a withdrawal submitted effectively by the Consumer, the sales contract is considered as unconcluded.
- 2. The period of withdrawal from the contract starts:
- a) for the contracts whereby the Seller delivers the Product, being obliged to transfer the ownership right onto the Consumer upon receiving the Product and taking into possession, by the Consumer or a third party indicated by him, other than the carrier, and in the case of a contract which:
- includes several items to be delivered separately, in batches or in parts upon taking into possession the last thing, batch or part;
- involves regular delivery of items for a limited time upon taking into possession the first item delivered.
- b) for all other contracts from the date of conclusion of the sales contract.
- 3. Should the Consumer submit a withdrawal statement before the Seller processed his order, i.e. sent order confirmation, the offer ceases to be binding.
- 4. The Consumer may withdraw from the contract by submitting to the Seller a declaration of withdrawal from the contract. The Consumer may use the withdrawal form template, which constitutes an annex to these Regulations.
- 5. The Seller shall immediately, but no later than within 14 days from the date of receipt of the Customer's statement of withdrawal from the contract, return to the Customer all payments made by him up to this moment.
- 6. The Seller shall return the payment using the same payment methods that were used by the Consumer in the initial transaction, unless the Consumer has explicitly agreed otherwise; in any case, the Consumer will not incur any fees in connection with this refund.
- 7. Should the Seller not offer to collect the Product from the Consumer himself, he may withhold reimbursement of payments received from the Customer until receiving the Product or proof of posting, whichever occurs first.
- 8. The Consumer is obliged to return the Product to the Seller or a person authorized by the Seller immediately, but no later than within 14 days from the date on which he withdrew from the contract, unless the Seller offered to collect the Product from the Consumer himself.
- 9. The Consumer bears direct costs of returning the Product.
- 10. The Consumer shall be liable to compensate the Seller for the reduction in the Product's value, resulting from its usage beyond what is necessary to ascertain the features or functionality of the Product.
- 11. If the Consumer exercises the right to withdrawal after submitting the request to receive the service before the expiry of withdrawal period, the Consumer is obliged to pay for the services provided before his withdrawal from the contract.
- 12. The amount due is calculated proportionately to the scope of the service provided, taking into account the price or remuneration agreed upon in the contract. Should the price or remuneration be excessive, the basis for calculating this amount is the market value of the service provided.
- 13. The Consumer is not entitled to the right to withdraw from a remotely concluded contract in relation to contracts:
- a) for the provision of services if the Seller has provided the service in full with the explicit consent of

the Consumer who has been informed before the service begins that, after it is fulfilled by the Seller, the Consumer will no longer have the right to withdraw from the contract,

- b) for the provision of goods in form of sound or visual materials or computer software delivered in a sealed package if the packaging has been opened after delivery,
- c) for the provision of accommodation services, for purposes other than residential, transportation of goods, car rental services, catering, services related to leisure, entertainment, sports or cultural events if the day or period of the provision of these services is stipulated in the contract,
- d) for the delivery of digital content stored on a material medium if the Seller has begun providing the service with the explicit consent of the Consumer within the withdrawal period but after informing the Consumer that he no longer has the right of withdrawal.
- 14. The Consumer may use extrajudicial means of handling complaints and laying claims. For amicable settlement of disputes regarding online purchases, the Consumer may submit his complaint via, for example, the EU ODR online platform, available at: <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a>.

# § 9. COMPLAINTS

- 1. Goods provided by the Seller shall be free of defects. The Seller shall be liable before the Buyer under warranty if any physical or legal (warrant) defect of the sold goods is detected.
- 2. If the sold item has a defect, the Buyer may submit a notice demanding price reduction or withdrawal from the contract, unless the Seller immediately and without excessive inconvenience for the Buyer replaces the defective item with a defect-free one or remove the defect. These requirements do not apply if the item has already been replaced or repaired by the Seller or he did not fulfil the obligation to replace the item with a defect-free one or remove the defects.
- 3. The Buyer may, instead of the defect being removed, as proposed by the Seller, demand that the item be replaced with one that is free of defects, or instead of the item being replaced, demand that the defect be removed, unless the lack of conformity is impossible to be removed in the manner chosen by the Buyer or would require incurring excess costs in comparison with the manner proposed by the Seller. For the assessment of the excess costs, the value of the item free of defects, the type and significance of the defect detected, as well as the inconvenience the Buyer would bear if the lack of conformity was resolved in another manner, are all taken into consideration.
- 4. If the sold item has a defect, the Buyer may request replacement of the defective item with a defect-free one or removal of the defect. The Seller is obliged to replace the defective item with a defect-free one or remove the defect within a reasonable time without excessive inconvenience for the Buyer. The Seller can refuse to fulfil the Buyer's demands it is not possible to conform to the sales contract in a manner chosen by the Buyer or would require incurring excess costs in comparison with another manner to conform to the sales contract. The costs of repair or replacement shall be borne by the Seller.
- 5. Any complaints shall be submitted in writing to the correspondence address of Life Arcadia Limited: ul. Zeylanda 3/6, 60-808 Poznań, and shall include:
- a) the Buyer's full name, address, e-mail address, telephone number,
- b) the date of conclusion of the contract in regard of which the complaint is made,
- c) the subject of the complaint and the Buyer's request,
- d) any circumstances that justify the complaint,
- 6. When submitting a complaint, the Buyer shall provide the Seller with the defective item along with the proof of purchase and pieces of information stipulated in the preceding paragraph.
- 7. The Seller is liable under the warranty if the physical defect is detected within two years of the product being delivered to the Buyer. A claim for defect removal or item replacement expires after one

year from the date on which the defect was detected or within two years of the product being handed over to the Buyer, whichever occurs first. Within this period, the Buyer may withdraw from the sales contract or submit a request for price reduction in connection with the defect of the product. If the Buyer already made a claim to have the goods replaced or the defects removed, the period for submitting withdrawal from the sales contract or request for price reduction starts from the date with the ineffective expiry of the deadline for replacing the item or removing the defect.

- 8. The Seller shall consider the complaint within 14 days from the date of its receipt. In the event of closing the complaint in favour of the Buyer, the Seller shall repair or replace the defective product for a new and defect-free one or refund the sale price. The Buyer will be informed by email or traditional mail about how the complaint was handled.
- 9. The sale price of the product with regard to which the Seller processed the complaint shall be refunded within 14 days from the date of processing the complaint, using the same payment method that was used by the Buyer in the initial transaction.

## § 10.

#### **COPYRIGHT**

- 1. The Service Provider has the property copyrights to graphic elements of the Online Store, its layout, design, as well as its other content, constituting copyrighted works within the meaning of the Polish Act on Copyright and Related Rights.
- 2. Copying, dissemination or processing of the Online Store website, its elements, as well as its design, constituting a copyrighted work within the meaning of the Polish Act on Copyright and Related Rights, without the clear written consent of the Service Provider, constitutes a breach of his property copyrights.

## § 11.

## **PRIVACY POLICY**

1. A full Privacy Policy is provided on the following website: <a href="https://lifearchitect.com/privacy-policy">https://lifearchitect.com/privacy-policy</a>

## § 12.

## **FINAL PROVISIONS**

- 1. Contracts concluded remotely via the Online Store shall be concluded in Polish and in accordance with Polish law.
- 2. The Service Provider reserves the right to introduce amendments to these Regulations. The amendments shall come into force within 7 days from the date of their publication in the Online Store and do not apply to contracts concluded before their entry into force.
- 3. If any of the provisions of these Regulations is held to be invalid, validity of the remaining provisions of these Regulations shall not be affected or impaired.
- 4. In matters regarding the use of PayPal services in connection with using the Online Store, the relevant provisions of the Regulations for the provision of services by PayPal shall apply.
- 5. In matters not covered by these Regulations, the provisions of generally applicable Polish law shall apply, in particular the provisions of the Civil Code, the Act on Personal Data Protection (Act of 10 May 2018 on Personal Data Protection, Dz. U. 2018. Pos. 1000 with later amendments), the Act on Electronic Services, the Act on Copyright and Related Rights and the Act on Consumer Rights.

## **APPENDIXES:**

Appendix 1 - information on the use of right to withdraw from the contract

Appendix 2 – sample declaration of withdrawal from the contract

# INFORMATION ON EXCERCISING THE RIGHT TO WITHDRAW FROM THE CONTRACT

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/ the right to withdraw from the contract /

- 1. You have the right to withdraw from this contract within 14 days without stating any reason. The withdrawal period expires after 14 days from the date of:
- a) the conclusion of the contract, in the case of a contract for the provision of digital content that is not stored on a material medium,
- b) in which you, or a third party other than the carrier and indicated by you, obtain the possession of the goods, in the case of a contract by which the Seller transfers the property in goods to the Buyer.
- 2. To exercise your right to withdrawal, you are obliged to inform:
- a. Life Arcadia Limited (in the event of the purchase of any products or services with the exception of retreats held in Poland),
- b. The Foundation for Conscious Education (in the event of the purchase of a retreat held in Poland),
- 3. In order to meet the deadline for withdrawing from the contract, it is enough for you to send a notice of declaration of withdrawal before the withdrawal period expires.

§2

/ consequences of withdrawal from the contract /

- 1. In the event of withdrawal from this contract, we will refund to you all payments received from you, including delivery costs (with the exception of additional costs resulting from the delivery method chosen by you other than the most economic method of delivery offered by us), immediately and not later than 14 days from the date on which we were notified about your decision to exercise the right of withdrawal.
- 2. We shall refund the payment to you using the same payment methods that you used in the initial transaction, unless you have expressly agreed upon otherwise; in any case, you shall not incur costs of any fees with regard to the refund. In the event of withdrawal from the contract by which the Seller transfers the property in goods to the Buyer, we may withhold the refund until we receive the goods or the proof of posting the goods, whichever occurs first.
- 3. Should you already have the purchased goods delivered, please send them back or hand them over to us promptly, no later than 14 days from the date on which you notified us about your declaration to withdraw from this contract. The deadline shall be met if you sent the products back before the term of 14 days lapses. You will have to incur direct costs of returning the products. You shall be liable to compensate the Seller for the reduction in the product's value, resulting from its usage beyond what is necessary to ascertain the features or functionality of the Product.
- 4. If you have demanded for the services to be provided before the withdrawal period expired, you shall pay us the amount proportionate to the scope of services provided until the moment you notified us of your withdrawal from this contract.

Addressee:
LifeArcadiaLTD/
Foundation for Conscious
Education\*\*
ul. Zeylanda
3/6 60-808 Poznań
biuro@lifearchitect.
pl

## DECLARATION OF WITHDRAWAL FROM CONTRACT\*

I hereby give notice that I withdr of the following service**:	aw from the contract o	of sale of the followi	ng goods / for the pro	vision
Date of contract's conclusion/pro	oductsreceipt**: .			
Consumer's full name:				
Consumer's address:				
(date and legible signature of the	Consumer)			

- \* Please fill in and send the form only in the case of an intention to withdraw from the contract of sale.
- \*\* Delete as appropriate