

## GENERAL TERMS AND CONDITIONS

concluded remotely via the website [www.LifeArchitect.com](http://www.LifeArchitect.com)  
(hereinafter referred to as **GTC**)

### § 1.

#### Definitions

Terms used in the GTC means:

- 1) **Website** - a website run by the Fundacja Swiadoma Edukacja with its registered office in Poznan (Poland), entered into the National Court Register under the number KRS 0000603873, which was given NIP 7792440071, available at <https://lifearchitect.com>.
- 2) **Seller** – IFS THERAPY Limited with its registered office in 137 County Road, Walton Liverpool L4 3QF, England, Company number: 12488709.
- 3) **Buyer** - a natural person with full legal capacity, a legal person or an organizational unit without legal personality, whose separate provisions grant legal capacity, which has acquired or intends to purchase the Product through the Website. A natural person who does not have full legal capacity may purchase Products through the Website, subject to the consent of his legal representative or legal guardian.
- 4) **Consumer** - a natural person carrying out a legal act not related directly to his business or professional activity.
- 5) **Product Page** - a subpage on the Website containing the most important information about Products and the possibility of their purchase.
- 6) **Educational Classes** or **Classes** - services offered via the Website, such as trainings, workshops, travels and other similar projects, as described on the Product Page (e.g. Online Courses, Online Workshops, Workshops in Poland, Stationary Workshops, Business Stationary Workshops, Business Travel Workshops, Travels, Psychotherapists Trainings, IFS Therapy, Online Psychotherapy).
- 7) **Goods** - shipping products offered via the Website in accordance with their description on the Product Page (including: LifeArchitect Box, books, training materials).
- 8) **Agreement** - an agreement between the Seller and the Buyer. With regard to Buyers who are Consumers, the Agreement is a distance contract within the meaning of directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council Text with EEA relevance
- 9) **Participant** - a natural person who, according to the Agreement, will take part in the Classes. A participant may be an adult natural person with full legal capacity. A natural person under the age of 18 or without full legal capacity may be a Participant provided that he obtains the consent of his statutory representatives or legal guardians, or if he participates in Classes under the supervision of his representatives or guardians.
- 10) **Force Majeure** - extraordinary events, impossible to predict and prevent at the time of concluding the Agreement, such as natural disasters, epidemic states, acts of terrorism, wars, mobilizations, closed state borders, strikes, acts of state authorities or public administration, failures technical and other similar.
- 11) **Privacy Policy** - a set of rules regarding the processing and protection of personal data of natural persons in force at the Seller. The Privacy Policy is available free of charge on the Website.
- 12) **GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals 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).

## **§ 2.**

### **Preliminary Provisions**

1. The GTC and the Agreement jointly regulate the entire legal relationship between the Seller and the Buyer, they relate to each other and complement each other. The GTC and the Agreement should be interpreted together, however in the event of a conflict, the provisions of the Agreement take precedence over the GTC. The condition of concluding the Agreement is to become familiar with the provisions of the GTC and to accept them.
2. The content of the Agreement corresponds to the conditions described on the Product Page at the time of placing the order, which after its acceptance by the Seller (acceptance of the order for implementation) bind the parties to the Agreement. The Buyer is not entitled to change the terms of the Agreement described on the Product Page - by placing an order he intends to conclude an Agreement in accordance with these conditions, subject to the possibility of their modification under individual arrangements with the Seller. Buyer's data are determined on the basis of information entered by him at the stage of placing the order. The Seller reserves the right to verify this data.
3. The Seller provides the GTC free of charge by publishing on the Website in a way that enables the acquisition, reproduction and recording of content using the Buyer's ICT system. The buyer may read the GTC at any time, including before the conclusion of the Contract and after its conclusion at his request.
4. The Seller shall not be liable for non-performance or improper performance of obligations under the Agreement and GTC due to Force Majeure. If by Force Majeure it is impossible to conduct Educational Classes within the agreed time limit, the Seller shall notify the Buyer and the Participant (if it is not the Buyer) and propose a new date for conducting these Educational Classes. The Seller makes arrangements with the Buyer in this respect by phone or via e-mail.

## **§ 3.**

### **Conclusion of Agreements and prices**

1. Orders for Classes and Goods are made in electronic form via the Website in accordance with appearing information and messages. Before placing an order, the Buyer should:
  - a) get acquainted with the Product Page in detail, the terms of purchase and use of the Good or Service, their availability and transaction rules; In case of doubts as to the content of the future Agreement, the Buyer is obliged to ask the Seller to clarify these doubts before placing the order;
  - b) confirm the knowledge of the rules and principles of personal data protection related to Online Classes, as well as confirm the truthfulness and completeness of the data and information provided by them.
2. The Seller allows placing an order via the "Shopping basket" functionality available on the Website, via e-mail (e-mail) and by phone.
3. The Agreement is concluded when the Seller confirms the acceptance of the order for processing via e-mail.
4. The prices provided on the Website are expressed in Pound Sterling (GBP) and include tax on goods and services in the amount resulting from separate regulations (gross prices).
5. Prices and descriptions of individual products and services provided on the Website - regardless of the term used in their description - constitute commercial information and not an offer.
6. The Seller reserves the right to change prices and descriptions published on the Website, as well as publish new Product Pages, conduct marketing campaigns and other similar commercial activities. Changes introduced after the conclusion of the Agreement are not binding on the Buyer.
7. The Seller indicates the available payment methods for individual Classes or Goods on the Website.

8. The Seller shall document the sale made to the Buyer who is a natural person who is not a taxpayer of the tax on goods and services or makes a purchase not related to his business activity, at the Buyer's express request expressed by electronic mail (e-mail) or by phone.
9. The Buyer agrees to the Seller issuing invoices in electronic form (PDF file), without the need to sign them. The Seller will deliver invoices electronically (e-mail) for the delivery data indicated in the Agreement. The invoice is considered delivered on the day it was sent.
10. The Buyer undertakes to pay all amounts due under Agreements in a timely manner. Payments will be made in the form chosen by the Buyer. By the day of payment, it recognizes the day of receipt of funds by the Seller.

#### **§ 4.**

##### Supply of goods

1. The ordered Goods are delivered within the territory of United Kingdom to the address provided by the Buyer when placing the order.
2. At the express request of the Buyer, the ordered Goods may be delivered outside the territory of the United Kingdom. For this purpose, the Buyer should contact the Seller after making the purchase and pay an additional fee for international shipping to the bank account number provided by the Seller.
3. Shipment of Goods, unless otherwise specified on the Product Page, takes place within 7 business days from the date of payment. The Seller will make every effort to ensure that the delivery of the Good takes place within the time specified in the product description. In the case of shipment outside the territory of the United Kingdom, the deadline for posting the shipment depends on the additional payment by the Buyer referred to in paragraph 2 above.
4. Delivery of the Goods is carried out by a courier company selected by the Seller. The Seller reserves the right to change the courier company, also after concluding the contract with the Buyer, without the Buyer incurring any additional costs.
5. The buyer should assess the compliance of the Goods with the order at the time of delivery in the presence of the courier. In the event of damage to the Goods or other non-compliance with the order, the Buyer is obliged to draw up a complaint report (a courier must print this protocol) containing a description of the damage or non-compliance. The buyer is obliged to return the goods complained about along with the invoice and complaint protocol to the courier in order to forward them to the seller and consider the complaint. If the complaint is accepted, the Seller shall provide the Buyer with the Goods in accordance with the order at his own expense.

#### **§ 5.**

##### Educational Classes

##### (general provisions)

1. Educational classes include, in particular: Online Courses, Online Workshops, Workshops in Poland, Stationary Workshops, Business Stationary Workshops, Business Travel Workshops, Travels, Psychotherapists Trainings, IFS Therapy, Online Psychotherapy.
2. The condition for admission of the Participant to participate in the Classes is the conclusion and settlement of the Agreement by the Buyer and the fulfillment by the Participant of the requirements described in the Agreement and the GTC.
3. The Seller makes it possible to adapt the content of the substantive classes and the place of their conduct to the needs of the Buyer, in particular by conducting Internal Family Systems Therapy (IFS Therapy) and other forms of individual work with a therapist or trainer. For this purpose, the Buyer should contact the Seller who will inform him about the possibility of conducting Classes in the proposed form and place and will evaluate them.

4. Depending on the type of Classes, a limited or unlimited number of Participants may participate. The Seller publishes information on the number of available places on the Product Page and allows Buyers to buy participation in the Classes, if the limit of these places has not been exhausted.
5. The Seller confirms to the Buyer the purchase of participation in the Classes by e-mail. The Buyer is obliged to contact the Seller if, despite meeting the conditions for acquiring participation in the Classes, he has not received confirmation from the Seller.
6. The Seller reserves the right to cancel or postpone the Classes to another date in the event of circumstances beyond the control of the Seller (e.g. illness of the person conducting the Classes), as well as when the number of registered Participants is not sufficient to carry out the Classes.
7. In the cases referred to in the previous paragraph, the Seller will offer the Buyer participation in Classes that take place at another time or at the Buyer's express request, expressed via e-mail or telephone, will refund the entire price paid to him.
8. The Seller prohibits the Participants from recording and disseminating the course of the Classes and training materials in any form. Classes and materials are the property of their creators and are protected by copyright.
9. Classes are only voluntary and didactic. Using them is not a substitute for medical assistance, including psychotherapy, medical or pharmacological treatment. The Participant's health or emotional problems may be a contraindication to participation in the Classes. In this case, participation in the Classes should be consulted by the Participant with the appropriate specialist.
10. Participants are obliged to act in a manner consistent with the principles of personal culture and enable the proper conduct of the entire Classes. The Seller may exclude a Participant from participation in the Classes in the event of repeated inappropriate conduct of the Participant, including the use of words commonly considered offensive, being under the influence of alcohol, drugs or other proceedings disrupting the course of the presentations of the Leader of the Classes or other Participants. If a Participant is excluded from the Classes, the Seller will refund to the Buyer a part of the paid purchase price of the Classes, proportional to the scope from which the Participant was excluded.
11. The Seller reserves the right to record the course of the Classes by any technique, including using photos and videos, as well as their development and use for marketing purposes. Exercise by the Seller of the rights described in the first sentence may not violate any personal rights of the Participant. By participating in the Classes, the Participant expresses his free and irrevocable consent to the consolidation and dissemination of his image and undertakes to confirm this consent by a separate written statement at the request of the Seller.
12. The Seller recommends that Participants take out insurance on their own, in particular from accident insurance, liability or travel, depending on the nature of the Classes in which they will participate.
13. In the case of Classes organized outside the United Kingdom, in particular in the so-called "Tropical countries", the Seller recommends the Buyer to read the travel information. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>.

## § 6.

### Stationary workshops

1. In the case of stationary workshops organized at the Seller's premises (hereinafter **Workshops**), the Participant may resign from participation in them or appoint another person to his place under the conditions described below.
2. The person appointed by the resigning Participant must meet the requirements for all participants of the Workshops, including read their terms, confirm their willingness to participate and accept the provisions of the GTC. Then the price for the Workshops paid by the resigning Participant will be booked for participation in these Workshops by a person designated by him.
3. If the Participant who resigned from participation in the Workshops does not designate another person for his place, the Seller may offer this place to other people, including those from the reserve list.

4. The Seller will refund the resigning Participant the price for the Workshop less PLN 50 (handling costs), when the person whom the Seller offered to participate pays the price for the Workshop.
5. The Seller will charge the following fees if the Participant resigns from participation in the Workshop and no other person comes to his place:
  - a) 20% of the price, for cancellations made from 60 to 30 days inclusive before the Workshop start date,
  - b) 100% of the price, for cancellations made on or before the 29th day before the Workshops start date.
6. The refund will be made in the form in which the Participant made the payment.
7. The Participant, wishing to resign from the Workshops, is obliged to inform the Seller about the resignation by e-mail or by phone. The Seller confirms the receipt of the Participant's resignation in writing. Participants who did not receive confirmation of their resignation despite its notification should contact the Seller immediately.
8. The provisions of para. 1-7 above do not apply to Travel and Training for psychotherapists, and also do not apply when the Participant resigns from participation in the Workshop as a consumer, exercising his right to withdraw from the contract within the statutory period.

## **§ 7.**

### Online Classes

1. The Seller provides services through the Website in the form of: Courses, Online Workshops and IFS Online Therapy, as described on the Product Page (hereinafter **Online Classes**).
2. The Buyer may at any time terminate the use of Online Classes and return to their use at a later date.
3. The Buyer may resign from: (a) The Course within 5 days, (b) Online Workshop within 24 hours. The deadlines indicated in the first sentence are counted respectively from the day or time in which the Seller enabled the Buyer to use the Online Course or Workshop. The resignation should be notified to the Seller by e-mail or phone. The Buyer who informs the Seller about the resignation within the indicated period will receive a refund of the price paid. In the case of an Online Course or Workshop consisting of several parts, the deadline is calculated from enabling the use of the first part, and the successfully submitted cancellation applies to the entire Course or Online Workshop.
4. The Seller prohibits the provision and distribution by the Buyer of illegal content or taking actions that may interfere with the course of Online Classes. Seller prohibits the use of Online Classes in a manner that is unlawful.
5. The Seller may without prior notice prevent the Buyer from accessing Online Classes when he receives reliable information that the Buyer uses them in a manner contrary to the law or the GTC.
6. The Seller recommends the minimum technical requirements enabling the correct use of Online Classes:
  - a) in terms of equipment: a device enabling smooth browsing of websites at a resolution of 1366x768 and filling in Internet forms;
  - b) in terms of software: a web browser enabling displaying HTML documents related to the Internet with Cookie's and Java Script enabled (Google Chrome recommended in its latest version);
  - c) in the scope of services from third parties: access to the public Internet network.
7. The Seller is not responsible for the inability to execute contracts for Online Classes, if it results from reasons beyond his control or not caused by him.
8. The Seller is not responsible in particular for: (a) incorrect functioning of the equipment, (b) incorrect functioning of the software, (c) incorrect functioning of access to the public Internet network, (d) the conduct of persons contrary to the law, the Agreement or the GTC third.

## **§ 8.**

### Online Psychotherapy

1. Unless the Parties agree otherwise, the provisions of § 5 and 6 above shall apply accordingly to classes held as part of the Online Psychotherapy, with the proviso that:

- a) registration for classes will be made via internet service called Calendly (keeping a calendar of classes),
  - b) after booking the date, the Buyer will be obliged to make the agreed payment within 3 days from the date of booking - otherwise the booking will be automatically canceled,
  - c) if the Buyer books the class less than 3 days before their planned start, then the Buyer is obliged to make the agreed payment on the day of booking - otherwise the reservation will be automatically canceled,
  - d) classes will be conducted via a internet service called Zoom (direct contact between the Buyer and a psychologist),
  - e) The Seller ensures that the classes held as part of the Online Psychotherapy will be performed by persons having the permissions required by law,
  - f) The Buyer may resign from classes and receive a refund or postpone the classes to another date, no later than 24 hours before the start of the classes (according to the date and time of their commencement resulting from the booking in the Calendly service)
2. Online Psychotherapy is provided remotely via the public Internet network, including using tools provided by entities other than the Seller (internet services called Zoom and Calendly). The processing of personal data using these tools is carried out on the terms specified by their suppliers. The Buyer can read these rules at:
- a) Zoom: <https://zoom.us/docs/en-us/privacy-and-security.html>
  - b) Calendly: <https://calendly.com/pages/privacy>.
3. The Seller ensures that the registration and participation in Online Psychotherapy will be associated with the use of free online tools for the Buyer, also, if necessary, to change these tools. The Seller shall provide the Buyer, telephone support in the field of problems with the use of the tools proposed by him.

## § 9.

### Psychotherapists Trainings

1. The Buyer of the Psychotherapists Trainings is obliged to pay the sale price once or in such a way that he / she pays the deposit in the amount specified on the Product Page, and the remaining part of the price is paid once within 30 days from the date of the deposit. The Buyer may agree with the Seller other payment rules, including spreading payments in installments, subject to making arrangements with the Seller in advance and in writing under pain of nullity.
2. Training for psychotherapists is conducted in English - as described on the Product Page.
3. The price for the Psychotherapists Trainings includes the elements specified in the description on the Product Page, as a rule it includes:
  - a) conducting substantive classes as described;
  - b) access to snacks and drinks during substantive classes;
  - c) training materials, including a script containing a summary of the content discussed as part of the Psychotherapists Trainings.
4. Accommodation is not included in the price of the training. The Seller will provide the Buyer with information about accommodation places near the place of conducting substantive classes, taking into account different price ranges of these accommodation places.
5. The Buyer may resign (withdraw) from the personal participation or the person indicated by him in the Psychotherapists Trainings before the start of this training, subject to payment of a fee. The resignation should be submitted in writing or via e-mail to the Seller's address and contain:
  - a) designation of the Buyer and / or persons indicated by him participating in the classes, including his name and surname, postal address, e-mail address, telephone number, and in the case of legal

persons the name, address of the registered office and contact details of a person authorized to deal with matters related to with a complaint

- b) the date on which Psychotherapists Training was to begin.
6. The Buyer who, upon making a resignation, appoints a person indicated by him as participating in the Psychotherapists Trainings of another Participant who wishes to take part in this training and pays its price, will receive from the Seller a refund of all payments made. If the Buyer does not indicate such a person, the Seller will contact the persons entered on the reserve list. If a person on the reserve list wishes to take part in the Training for psychotherapists and pays its price, the Seller shall refund to the Buyer all payments made less a handling fee of GBP 10.
7. The standard cancellation costs are:
  - a) the equivalent of the deposit amount - for cancellations submitted up to and including 90 days before the date of the Psychotherapists Training;
  - b) 50% of the total price - for cancellations submitted between 89 and 60 days before the date of the Psychotherapists Training;
  - c) 100% of the price - for cancellations submitted up to and including 59 days before the date of the Psychotherapists Training.
8. The participant receives a certificate of completion of training for psychotherapists provided that they attend substantive classes in the dimension indicated in the description on the Product Page.

## **§ 10.**

### Travels

1. The Seller allows the Buyer to register himself or the person indicated by the Buyer on the reserve list (waiting), if due to the exhaustion of the limit of places he could not purchase participation in the Travel. The Seller makes further arrangements with the Buyer by phone or via e-mail (e-mail) and offers the purchase of participation in the Travel in the order of entry on the reserve list, if space is freed within the limit.
2. The Seller allows the Buyer or a person indicated by the Buyer to participate in the Travel, provided that they meet all the requirements set for the Travel participants in the Agreement and the GTC and confirm their willingness to participate in the Travel and undertake to comply with the rules applicable to their Participants. The Seller allows the Buyer to change, free of charge, the person who has been designated as the Participant, provided that the Buyer notifies such will well in advance.
3. The Travel Buyer is obliged to pay the sale price once or in such a way that he / she pays the deposit in the amount specified on the Product Page, and the remaining part of the price is paid once within 30 days from the date of the deposit. The Buyer may agree with the Seller other payment rules, including spreading payments in installments, subject to making arrangements with the Seller in advance and in writing under pain of nullity.
4. Substantive classes conducted during the Journey take place in English as described on the Product Page.
5. The Travel Price includes the elements specified in the description on the Product Page, which in principle includes:
  - a) substantive classes as described;
  - b) accommodation in rooms for 2-4 persons;
  - c) meals as described on the Product Page,
  - d) access to snacks and drinks.
6. The costs of flight tickets and individual insurance of the Participant are not included in the price of the Travel. The Seller recommends Participants to purchase additional insurance on their own.
7. The Buyer may resign (withdraw) from the personal participation or the person indicated by him during the Journey before its commencement, subject to the payment of a fee. The resignation should be submitted in writing or via e-mail to the Seller's address and contain:

- a) designation of the Buyer and / or persons indicated by him participating in the classes, including his name and surname, postal address, e-mail address, telephone number, and in the case of legal persons the name, address of the registered office and contact details of a person authorized to deal with matters related to with a complaint
  - b) the date on which the Trip was to begin.
8. The Buyer, who upon making the resignation, appoints to his place or place the person indicated by him as taking part in the Travel another Participant who wishes to take part in the Travel and pays its price, will receive from the Seller a refund of all payments made. If the Buyer does not indicate such a person, the Seller will contact the persons entered on the reserve list. If a person from the reserve list wishes to take part in the Travel and pays its price, the Seller shall refund to the Buyer all payments made less a handling fee of PLN 50.
9. The standard cancellation costs are:
- a) the equivalent of the deposit amount - for cancellations submitted up to and including 90 days prior to the Travel date;
  - b) 50% of the total price - for cancellations submitted between 89 and 60 days before the date of the Journey;
  - c) 100% of the price - for cancellations submitted up to and including 59 days before the Travel date.

#### **§ 11.**

##### Business Workshops

1. Business Trainings are organized on the territory of the Republic of Poland and may include accommodation and meals (hereinafter referred to as **Business Travel Workshops**) or classes without these **options (hereinafter referred to as Business Stationary Workshops)**.
2. The Seller allows the Buyer to participate in the Classes or the person indicated by the Buyer, provided that they meet all the requirements set for the Classes of the Contract participants and the GTC and confirm their will to participate in the Classes and undertake to comply with the rules applicable to their Participants. The Seller allows the Buyer to change, free of charge, the person who has been designated as the Participant, provided that the Buyer notifies such will well in advance.
3. The Seller allows the content of the substantive classes or the place of conducting Business Training to be adjusted depending on the Buyer's needs. For this purpose, the Buyer should contact the Seller who will inform him about the possibility of conducting Classes in the proposed form and place and will evaluate them. In the above case, the price of Business Workshop may differ from the price presented on the Product Page.

#### **§ 12.**

##### Complaints and returns

1. Buyers may submit written complaints on matters related to Classes and Goods by registered mail sent to the data indicated in the introduction of the GTC or by e-mail.
2. The condition for considering the complaint is that the Buyer provides the following data:
  - a) the Buyer's designation, including his name, postal address, e-mail address, telephone number, and in the case of legal persons the name, address of the registered office and contact details of the person authorized to handle matters related to the complaint;
  - b) date of occurrence and description of the problem underlying the complaint.
3. If the complaint relates to physical defects of the Goods, the Buyer should identify and document them in such a way that the Seller can verify the legitimacy of the notification.
4. The Seller shall consider complaints no later than within 14 days from the date of receipt of the notification, and if this was not possible, it shall inform the applicant of a different date for considering

the complaint. Lack of consideration of the complaint within the indicated period does not mean that the Seller has recognized it.

5. The Seller shall immediately notify the Buyer about the consideration of the complaint, in writing or via e-mail (e-mail) to the addresses provided in the application.
6. Complaints regarding the flight to and from the destination of Educational Classes, delays and regarding luggage damaged or damaged during the flight are subject to the conditions of the Warsaw Convention of 1929, as amended. and annexes, Regulation No 261/2004 of the European Parliament and of the Council of 11 February 2004 (on the principles of compensation and assistance to passengers in the event of denied boarding or cancellation or long delay of flights). The buyer has the right to lodge a complaint with the representative of the appropriate airline, and if the complaint is exhausted - a complaint to the UK Civil Aviation Authority

### **§ 13.**

#### Information clause (Consumer Rights)

1. The Consumer has the right to withdraw from the contract within 14 days without giving any reason. The deadline to withdraw from the contract expires after 14 days from the day:
  - a) conclusion of a contract that concerned the provision of services or the supply of digital content that is not provided on a tangible medium,
  - b) in which the Buyer came into possession of the item or in which a third party other than the carrier and indicated by the Buyer came into possession of the item, in the case of a contract requiring the transfer of ownership of the item.
2. To exercise the right, the Consumer must inform the Seller of the decision to withdraw from the contract by an unequivocal statement (for example, a letter sent by mail, fax or e-mail). The buyer may use the model withdrawal form attached to the GTC, but it is not mandatory.
3. To meet the deadline for withdrawing from the contract, it is sufficient for the Consumer to send information regarding the exercise of his right to withdraw from the contract before the deadline for withdrawing from the contract.
4. In the event of withdrawal from the contract, the Seller returns to the Consumer all payments received, including the costs of delivery (except for additional costs resulting from the method of delivery chosen by the Consumer other than the cheapest usual delivery method offered by the Seller), immediately and in any case not later than 14 days from the day on which the Consumer informed the Seller about the decision to exercise the right of withdrawal.
5. The Seller shall refund payments using the same payment methods that were used in the original transaction, unless the Consumer has expressly agreed to a different solution; in any case, the Consumer shall not bear any fees in connection with this return. In the event of withdrawal from the contract requiring the transfer of ownership of the item, the Seller may withhold the reimbursement of the payment until receipt of the item or until proof of sending it back is provided, whichever occurs first.
6. If the Consumer has received an item in connection with the contract, he is obliged to send it back or hand it over to the Seller immediately, not later than 14 days from the day on which he informed about the withdrawal from the contract. The deadline is met if the consumer sends the item back before the 14-day deadline. The Consumer is obliged to bear the direct cost of returning the item. The Consumer is only responsible for reducing the value of the item resulting from using it in a different way than was necessary to establish the nature, characteristics and functioning of the item.
7. If the Consumer has demanded to start providing services before the deadline to withdraw from the contract, then he shall be obliged to pay the Seller an amount proportional to the scope of services fulfilled until the moment he informed the Seller about the withdrawal from the contract.
8. The Consumer is not entitled to withdraw from a distance contract in respect of contracts:
  - a) for the provision of services, if the Seller has fully performed the service with the express consent of

- the Consumer, who was informed before the start of the service that after fulfilling it by the Seller he will lose the right to withdraw from the contract,
- b) in which the subject of the service are sound or visual recordings or computer programs delivered in a sealed package, if the package was opened after delivery,
  - c) for the provision of accommodation services other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract indicates the day or period of service provision,
  - d) for the supply of digital content that is not stored on a tangible medium, if the performance of the service began with the express consent of the Consumer before the deadline to withdraw from the contract and after informing him by the Seller about the loss of the right to withdraw from the contract.
9. To improve the process of exercising consumer rights, the Seller recommends that the Goods returned in connection with the withdrawal from the contract be complete (as at the time of delivery) and show no signs of use. The Seller also recommends that the returned Goods include any original documents related to the sale (invoices, bills, contracts, etc.) and that they should be placed outside the parcel in such a way that the Seller has access to them without having to open it. The buyer is obliged to properly secure the returned goods to prevent damage during transport.
10. The consumer may use extrajudicial means of dealing with complaints and redress. In order to take advantage of the possibility of amicable settlement of disputes when shopping online, the Consumer may submit his complaint, e.g. via the EU ODR online platform, available at:  
<http://ec.europa.eu/consumers/odr/>.

#### § 14.

##### Information clause (Personal Data)

1. The Seller is the administrator of the Buyer's personal data within the meaning of the GDPR (hereinafter as the **Service Provider** and the **Service Recipient** respectively).
2. The Service Provider processes personal data on the basis and in accordance with the requirements of GDPR.
3. In matters related to the protection of personal data, the Service Recipient may contact the Service Provider for the data indicated in the introduction of the GTC. The Service Provider may require providing information enabling the person (the Service Recipient) to be authenticated.
4. The basis for the processing of personal data is the Customer's Agreement or consent. The Service Recipient provides personal data voluntarily, but in the absence of providing such data and consenting to their processing, it may turn out that the implementation of all or part of the Agreement will not be possible.
5. The Service Provider processes personal data only for the purposes of:
  - a) related to the conclusion and implementation of contracts, as well as their settlement (including issuing invoices and accounting documents), consideration of complaints and requests and answering questions (in accordance with art.6 par.1 lit.b) GDPR);
  - b) fulfilling the obligations arising from the Accounting Act (Journal of Laws of 2018, item 395, as amended), in particular art. 74 of this Act (pursuant to art.6 par.1 lit.c) GDPR);
  - c) statistical and analytical, including better selection of Services, optimization of Services, ensuring Website security, detection of unauthorized use of Services, financial analysis and in order to fulfill its legitimate interest (in accordance with art.6 par.1 lit.f) GDPR);
  - d) establishing and pursuing claims or defense against claims, which is the implementation of the legitimate interest of the Service Provider (in accordance with art.6 par.1 lit.f) GDPR);

- e) providing marketing information by electronic means of communication, using telecommunications terminal equipment and automatic calling systems, or for any other purpose specified in the content of the consent (in accordance with art.6 par.1 lit.a) GDPR);
6. The Service Provider, as the case may be, processes the following personal data: name and surname, company, registered office address and correspondence address, NIP, e-mail address, telephone number, bank account number, financial institution data, personal identity number, ID/passport number.
  7. The Service Provider applies measures ensuring the security of processed personal data, including preventing access by unauthorized persons; preventing processing in violation of the law; preventing data loss, damage or destruction.
  8. Personal data will be stored by the Service Provider as long as it is necessary to perform the Agreement or the purpose for which the data was collected, including for their settlement and redress (at least for the period of limitation) and fulfillment of legal obligations imposed on service provider.
  9. The Service Provider transfers personal data to other entities that process this data on its behalf, in particular entities with which it constantly cooperates, including providing advisory, auditing, legal, tax, accounting, IT, hosting, advertising and marketing services . The Service Provider ensures that the entities indicated in the first sentence will process personal data only for the purposes referred to in the GTC or the Privacy Policy available on the Website.
  10. The Service Provider may transfer personal data to countries and organizations outside the European Economic Area (EEA).
  11. The service provider may make automated decisions, including decisions resulting from profiling.
  12. The Service Recipient may at any time exercise his right: request access to data and receive a copy; requests to rectify (correct) data or delete them, request to limit data processing; object to data processing; requests to transfer your data; lodging a complaint to the supervisory authority.

## **§ 15.**

### Final Provisions

1. These terms and conditions shall be and shall be interpreted in accordance with the law of the Republic of Poland. A consumer who is habitually resident in the territory of the European Union or Great Britain also benefits from the protection provided by the mandatory provisions of the law of the country of his residence. The consumer may file a claim for the enforcement of his rights in connection with these General Terms and Conditions of Contracts in Poland, Great Britain or in the European Union country where he is domiciled. If the consumer is domiciled in the European Union, the European Commission provides a platform for online dispute resolution which can be accessed here:  
<https://ec.europa.eu/consumers/odr>
2. The Seller reserves the right to change the GTC. The changes are effective after 14 days from the date of their publication on the Website, which means introducing electronic communication in such a way that the Buyer may become familiar with their content. The amendment to the GTC shall not affect the provisions of previously concluded Agreements.
3. The invalidity, ineffectiveness or unenforceability of any of the provisions of the Agreement or the GTC, in any scope, shall not cause invalidity, ineffectiveness or unenforceability of their other provisions.

Model withdrawal form\*

Addressee: \_\_\_\_

Sender: \_\_\_\_

Please be advised of my withdrawal from the contract of sale of the following items / for the provision of the following service \*\*: \_\_\_\_

Date of conclusion of the contract / receipt \*\*: \_\_\_\_

.....

(legible date and signature)

- The form should be completed and returned only if you wish to withdraw from the contract.

\*\* Delete where not applicable.