

Vixio Online Store Terms & Conditions

§ 1

Introduction

1. Vixio Online Store is available at the Internet address <https://www.vixio.pl/online-store?lang=en> and is run by Vixio Sp. z o.o. with its registered office in 02-672 Warsaw, Domaniewska 37/2.43, Poland, entered into the National Court Register by the District Court for M. St. Warsaw, 13th Commercial Division of the National Court Register under the number KRS 0000552358, with share capital of 5,000 PLN and EU VAT ID PL5213693627.
2. The Terms & Conditions are addressed to both Consumers and Entrepreneurs using the Store and sets out the rules for using the Online Store as well as the rules and procedure for concluding Sales Agreements with a Customer at a distance through the Store.

§ 2

Definitions

3. **Consumer** - a natural person concluding a contract with the Seller as part of the Store, the subject of which is not directly related to its business or professional activity.
4. **Seller** - Vixio Sp. z o.o. with its registered office in 02-672 Warsaw, Domaniewska 37/2.43, Poland, entered into the National Court Register by the District Court for M. St. Warsaw, 13th Commercial Division of the National Court Register under the number KRS 0000552358, with share capital of 5,000 PLN and EU VAT ID PL5213693627.
5. **Customer** - any entity making purchases through the Store.
6. **Entrepreneur** - a natural person, a legal person and an organizational unit which is not a legal person, to whom a separate act grants legal capacity, carrying out on their own behalf a business activity that uses the Store.
7. **Store** - an online store run by the Seller at the Internet address <https://www.vixio.pl/online-store?lang=en>
8. **Distance contract** - a contract concluded with the Customer as part of an organized system of concluding distance contracts (as part of the Store), without the simultaneous physical presence of the parties, with the sole use of one or more means of distance communication up to and including the conclusion of the contract.
9. **Terms & Conditions** - these regulations of the Store.
10. **Order** - the Customer's declaration of intent submitted via the Order Form and aiming directly at the conclusion of the Product or Products Sales Agreement with the Seller.
11. **Account** - the customer's account in the Store, it collects data provided by the Customer and information about Orders placed by the customer in the Store.
12. **Registration form** - a form available in the Store that allows customers to create an Account
13. **Order form** - an interactive form available in the Store that allows placing an Order, in particular by adding Products to the Shopping Cart and specifying the terms of the Sales Agreement, including the method of delivery and payment.
14. **Shopping Cart** - an element of the Store's software, in which the Products selected by the Customer for purchase are visible, and it is also possible to determine and modify the Order data, in particular the quantity of products.

15. **Product** - a movable item/service available in the Store that is the subject of the Sales Agreement between the Customer and the Seller.
16. **Sales Agreement** - a Product sales agreement to be concluded or already concluded between the Customer and the Seller via the Online Store. The Sales Agreement also means - according to the characteristics of the Product - a service contract and a specific task contract.

§ 3

Contact with the Store

1. Seller's address: Domaniewska 37/2.43, 02-672 Warsaw, Poland
2. Seller's email address: info@vixio.pl
3. Seller's bank account number: PL05105010251000009030590195, Swift INGBPLPW
4. The Customer may communicate with the Seller using the addresses provided in this paragraph.

§ 4

Technical requirements

Technical requirements to use the Store, including viewing the Store's assortment and placing orders for Products are as follows:

- a. end device with access to the Internet and a web browser
- b. an active e-mail account (e-mail)
- c. cookies enabled.

§ 5

General information

1. The Seller, to the fullest extent permitted by law, is not responsible for any disruptions, including interruptions in the functioning of the Store, caused by force majeure, unauthorized actions of third parties or incompatibility of the Online Store with the technical infrastructure of the Customer.
2. Viewing the Store's assortment does not require creating an Account. Placing orders by the Customer for Products in the Store's assortment is possible either after creating an Account in accordance with the provisions of § 6 of the Regulations or by providing necessary personal and address data enabling the Order to be carried out without creating an Account.
3. The prices given in the Store are given in Euros or converted to other currency chosen by Customer. Prices for all Consumers and Entrepreneurs located in Poland are gross prices (including VAT). Prices for Entrepreneurs located outside of Poland are net prices (excluding VAT).
4. The final amount to be paid by the Customer consists of the price for the Product and the cost of delivery (including fees for transport, delivery and postal services), about which the Customer is informed on the Store's pages when placing the Order, including the moment of expressing the will to be bound by the Sales Agreement.
5. In the case of a Contract involving a subscription or provision of services for an indefinite period, the final price is the total price including all payments for the accounting period.
6. Where the nature of the subject of the Sales Agreement does not allow, judiciously judging, to calculate in advance the amount of the final price, information on how the

price will be calculated, as well as about charges for transport, delivery, postal services and other costs will be given in the Store in the Product description.

§ 6

Creating an Account in the Store

1. To set up an Account in the Store, please complete the Registration Form. It is necessary to provide the following data: name, surname, e-mail address, telephone number, login, password.
2. Creating an Account in the Store is free.
3. Logging in to the Account is done by entering the login and password set in the Registration Form.
4. The Customer may at any time, without giving a reason and without incurring any fees, delete the Account by sending a relevant request to the Seller, in particular via e-mail or in writing to the addresses provided in § 3.

§ 7

Order placement rules

To place an Order, please:

1. log into the Store (optional);
2. select the Product being the subject of the Order, and then click the "Add to Cart" button;
3. log in or use the option of placing an Order without registration;
4. click „Checkout” or „PayPal”
5. if the option of placing an Order without registration was selected - complete the Order Form by entering the recipient's details of the Order and the address to which the Product is to be delivered, select the type of shipment (method of delivery of the Product), enter invoice data, if different from the recipient's data,
6. choose one of the available payment methods and depending on the method of payment, pay for the order within a specified period, subject to § 8 point 3.

§ 8

Offered delivery and payment methods

1. The Customer may use the following methods of delivery or collection of the ordered Product:
 - a. Courier delivery.
2. The customer can use the following payment methods:
 - a. Electronic payments
 - b. Payment by debit and credit card.
3. Detailed information on delivery methods and acceptable payment methods can be found on the Store's website.

§ 9

Performance of the sales contract

1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed the Order using the Order Form in the Online Store in accordance with § 7 of the Terms & Conditions.
2. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for execution. Confirmation of receipt of the Order and its

acceptance for implementation occurs by sending the Customer an appropriate e-mail to the Customer's e-mail address provided during the submission of the Order, which contains at least the Seller's statement of receipt of the Order and its acceptance for implementation and confirmation of the conclusion of the Sales Agreement. As soon as the Customer receives the above e-mail, a Sales Agreement is concluded between the Customer and the Seller.

3. The product will be sent by the Seller within the period specified in its description (subject to point 4 of this paragraph), in the manner chosen by the Customer when placing the Order.
4. When ordering Products with different delivery dates, the delivery date is the longest given date.
5. The beginning of the period of delivery of the Product to the Customer counts from the date of crediting the Seller's bank account.
6. If the Customer chooses to pick up the Product personally, the Product will be ready for pickup by the Customer within the time specified in the Product description. The Customer will be additionally informed by the Seller about the readiness of the Product for collection by sending an appropriate e-mail to the e-mail address provided by the Customer when placing the Order.
7. When ordering Products with different readiness dates, the readiness date is the longest given date.
8. The beginning of the period of readiness for the Product to be collected by the Customer counts from the date of crediting the Seller's bank account.
9. Product delivery takes place within the European Union and the EEA.
10. Delivery of the Product to the Customer is payable, unless the Sales Agreement provides otherwise. Product delivery costs (including fees for transport, delivery and postal services) are indicated to the Customer on the Online Store website when placing the Order, including when the Customer wishes to be bound by the Sales Agreement.

§ 10

The right to withdraw from the contract

1. The consumer may withdraw from the Sales Agreement within 14 days without giving any reason.
2. The time limit specified in paragraph 1 begins with the delivery of the Product to the Consumer or a person designated by him other than the carrier.
3. In the case of a Contract that covers many Products that are delivered separately, in batches or in parts, the deadline indicated in paragraph 1 runs from the delivery of the last item, batch or part.
4. In the case of an Agreement which involves the regular delivery of Products for a limited period (subscription), the deadline indicated in paragraph 1 runs from taking possession of the first item.
5. The consumer may withdraw from the contract by submitting a declaration of withdrawal from the contract to the seller. To meet the deadline for withdrawing from the Contract, it is sufficient for the Consumer to send a statement before this deadline.
6. The statement may be sent by traditional mail or by electronic means by sending the statement to the Seller's e-mail address or by submitting the statement on the Seller's website - the Seller's contact details are specified in § 3. The statement may also be

submitted on the form, which is attached to the Annex to the Act of 30 May 2014 on consumer rights, but it is not mandatory.

7. If the Consumer sends a statement electronically, the Seller will immediately send the Consumer the confirmation of receipt of the statement of withdrawal from the Agreement to the e-mail address provided by the Consumer.
8. Effects of withdrawal from the Agreement:
 - a. In the event of withdrawal from a Distance Contract, the Contract is considered null and void.
 - b. In the event of withdrawal from the Contract, the Seller shall immediately return to the Consumer, no later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the Contract, all payments made by him, 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.
 - c. The seller will refund the payment using the same payment methods that were used by the consumer in the original transaction, unless the consumer has expressly agreed to another solution that will not involve any costs on consumer's end.
 - d. The Seller may withhold reimbursement until receipt of the Product back or until proof of its return is provided to Seller, whichever occurs first.
 - e. The Consumer should return the Product to the Seller's address provided in these Terms & Conditions immediately, no later than 14 days from the day on which he informed the Seller about withdrawal from the Agreement. The deadline will be met if the Consumer sends the Product back within 14 days.
 - f. The consumer bears the direct costs of returning the Product, including the costs of returning the Product if, due to its nature, the Product could not be returned by ordinary mail.
 - g. The consumer is only responsible for reducing the value of the Product resulting from using it in a different way than was necessary to establish the nature, characteristics and functioning of the Product.
9. If, due to the nature of the Product, it cannot be sent back by ordinary mail, information about this, as well as the cost of returning the Product, will be in the description of the Product in the Store.
10. The right to withdraw from a distance contract is not entitled to the Consumer in relation to the Contract:
 - a. in which the subject of the service is a non-prefabricated item, manufactured according to the Consumer's specifications or serving to satisfy his individual needs,
 - b. in which the subject of the service is an item delivered in a sealed package, which after opening the package cannot be returned due to health protection or hygiene reasons, if the packaging was opened after delivery,
 - c. in which the subject of the service is an item subject to rapid deterioration or having a short shelf life,
 - d. 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 beginning of the service that after the performance of the service by the Seller he will lose the right to withdraw from the Agreement,
 - e. in which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control, and which may occur before the deadline to withdraw from the Agreement,

- f. in which the subject of the service are things that after delivery, due to their nature, are inseparably connected with other things,
- g. in which the subject of the service are alcoholic beverages, the price of which was agreed at the conclusion of the sales contract, and whose delivery may take place only after 30 days and whose value depends on fluctuations in the market over which the Seller has no control,
- h. 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,
- i. for delivering newspapers, periodicals or magazines, with the exception of subscription contracts,
- j. 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 being informed by the Seller about the loss of the right to withdraw from the Contract,

§ 11

Complaints and warranty

1. New Products are covered by the Sales Agreement.
2. The seller is obliged to provide the customer with a product free from defects.
3. In the event of a defect in the goods purchased from the Seller, the Customer has the right to make a complaint based on the provisions regarding warranty in the Civil Code. If the Customer is an Entrepreneur, the parties exclude liability under the warranty.
4. Complaints should be submitted in writing or by e-mail to the addresses of the Seller provided in these Terms & Conditions.
5. It is recommended that the complaint include brief description of the defect, circumstances (including the date) of its occurrence, data of the Customer submitting the complaint, and the Customer's request in relation to the defect of the goods.
6. The Seller will respond to the complaint request immediately, and if the Customer is a Consumer - no later than within 14 days. If the Customer is a Consumer and the Seller does not respond to the complaint within 14 days, it is considered that the Customer's request was justified.
7. Goods sent under the complaint procedure should be sent to the address each time agreed with the Seller.
8. If a warranty has been granted on the Product, information about it, as well as its content, will be included in the description of the Product in the Store.

§ 12

Out-of-court complaint consideration and redress methods

1. Detailed information on the possibility for the Consumer to use extrajudicial methods of dealing with complaints and redress as well as the rules of access to these procedures are available at the headquarters and on the websites of powiat (municipal) consumer ombudsmen, social organizations, whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and at the following internet addresses of the Office of Competition and Consumer Protection:
http://www.uokik.gov.pl/spory_konsumenckie.php,
http://www.uokik.gov.pl/sprawy_indywidualne.php,
http://www.uokik.gov.pl/wazne_adresy.php.

2. The consumer has the following examples of possibilities of using out-of-court complaint consideration and redress methods:
 - a. The consumer is entitled to apply to a permanent amicable consumer court referred to in art. 37 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to settle a dispute arising from the Agreement concluded with the Seller.
 - b. The consumer is entitled to turn to the provincial inspector of Trade Inspection, in accordance with art. 36 of the Act of 15 December 2000 on Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Consumer and the Seller.
 - c. The consumer may obtain free assistance in resolving the dispute between him and the Seller, also using the free assistance of the powiat (municipal) consumer ombudsman or social organization whose statutory tasks include consumer protection (e.g. the Consumer Federation, Association of Polish Consumers).

§ 13

Personal data in the Online Store

1. The administrator of personal data of Customers collected through the Online Store is the Seller.
2. Customers' personal data collected by the administrator via the Online Store are collected in order to implement the Sales Agreement, and if the Customer agrees - also for marketing purposes.
3. Recipients of personal data of Online Store customers can be:
 - a. In the case of a Customer who uses the Online Store with the method of delivery by post or courier, the Administrator provides the collected personal data of the Customer to the selected carrier or intermediary performing the shipment at the request of the Administrator.
 - b. In the case of a Customer who uses the Online Store with the method of electronic payments or a payment card, the Administrator provides the Customer's collected personal data to the selected entity operating the above payments in the Online Store.
4. The customer has the right to access their data and correct them.
5. Providing personal data is voluntary, but failure to provide the personal data indicated in the Terms & Conditions necessary to conclude a Sales Agreement results in the inability to conclude this contract.

§ 14

Final Provisions

1. Agreements concluded through the Online Store are concluded in Polish or English.
2. The Seller reserves the right to amend the Terms & Conditions for important reasons, that is: changes in the law, changes in methods of payment and delivery - to the extent that these changes affect the implementation of the provisions of these Terms & Conditions. The Seller will inform the Customer about each change at least 7 days in advance.
3. In matters not covered by these Terms & Conditions, generally applicable provisions of Polish law shall apply, in particular: Civil Code; Act on the provision of electronic services; Consumer Rights Act, Personal Data Protection Act.

4. The customer has the right to use extrajudicial means of dealing with complaints and redress. To this end, it may submit a complaint via the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/>.