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## REGULATIONS OF THE ONLINE STORE DOROTAFERENS.COM

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*These [Regulations of the Online Store](#) was prepared by lawyers of the [Prokonsumencki.pl website](#). The online store [www.dorotaferens.com](#) cares about consumer rights. The consumer cannot waive the rights granted to him in the Consumer Rights Act. Contract provisions that are less favorable to the consumer than the provisions of the Consumer Rights Act are invalid and the provisions of the Consumer Rights Act apply in their place. Therefore, the provisions of these Regulations are not intended to exclude or limit any rights of consumers under mandatory legal provisions, and any possible doubts should be resolved to the benefit of the consumer. In the event of any inconsistency between the provisions of these Regulations and the above provisions, these provisions shall prevail and shall be applied.*

## 1. GENERAL PROVISIONS

- 1.1. The Online Store available at the Internet address [www.dorotaferens.com](#) is run by Dorota Ferens, running a business under the name BYFERENS DOROTA FERENS, entered into the Central Register and Information on Economic Activity of the Republic of Poland kept by the minister responsible for economy, having: the address of the place of business and delivery address: ul. Romana Maciejewskiego 3/33, 03-187 Warszawa, NIP 6010047526, REGON 523346660, e-mail address: [dorota.ferens12@gmail.com](mailto:dorota.ferens12@gmail.com), telephone number: +48 530 296 680.
- 1.2. These Regulations are addressed to both consumers and entrepreneurs using the Online Store, unless a given provision of the Regulations provides otherwise.
- 1.3. The administrator of personal data processed in the Online Store in connection with the implementation of the provisions of these Regulations is the Seller. Personal data is processed for the purposes, for the period and based on the grounds and principles indicated in **the privacy policy** published on the Online Store website. The privacy policy primarily contains the rules regarding the processing of personal data by the Administrator in the Online Store, including the grounds, purposes and period of personal data processing as well as the rights of data subjects, and also information on the use of cookies and analytical tools in the Online Store. Using the Online Store, including making purchases, is voluntary. Similarly, the provision of personal data by the Service User or Customer using the Online Store is voluntary, subject to the exceptions indicated in the privacy policy (conclusion of the contract and the Seller's statutory obligations).
- 1.4. Definitions:
  - 1.4.1. DIGITAL SERVICES ACT, ACT - Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the single market for digital services and amending Directive 2000/31/EC (Digital Services Act) (OJ L 277, 27/10/2022, pp. 1-102).
  - 1.4.2. WORKING DAY – one day from Monday to Friday, excluding public holidays.

- 1.4.3. CONTACT FORM – Electronic Service, interactive form available in the Online Store enabling direct contact with the Service Provider.
- 1.4.4. ORDER FORM – Electronic Service, interactive form available in the Online Store enabling placing an Order, in particular by adding Products to the electronic basket and specifying the terms of the Sales Agreement, including the method of delivery and payment.
- 1.4.5. CUSTOMER – (1) a natural person with full legal capacity, and in cases provided for by generally applicable provisions, also a natural person with limited legal capacity; (2) legal entity; or (3) an organizational unit without legal personality, which is granted legal capacity by law - which has concluded or intends to conclude a Sales Agreement with the Seller.
- 1.4.6. CIVIL CODE - Civil Code Act of April 23, 1964 (Journal of Laws 1964, No. 16, item 93, as amended).
- 1.4.7. ILLEGAL CONTENT - information which, by itself or by reference to the operation, including the sale of Products or the provision of Electronic Services, is not in accordance with the law of the European Union or with the law of any Member State that is consistent with the law of the European Union, regardless of the specific subject matter or the nature of that right
- 1.4.8. PRODUCT – a movable item available in the Online Store that is the subject of the Sales Agreement between the Customer and the Seller.
- 1.4.9. REGULATIONS – these regulations of the Online Store.
- 1/4/10. ONLINE STORE – the Service Provider's online store available at the following address:  
www.dorotaferens.com.
- 1/4/11. SELLER, SERVICE PROVIDER - Dorota Ferens running a business under the name BYFERENS DOROTA FERENS entered into the Central Register and Information on Economic Activity of the Republic of Poland Polska, run by the minister responsible for economy, with: business address and delivery address: ul. Romana Maciejewskiego 3/33, 03-187 Warszawa, NIP 6010047526, REGON 523346660, e-mail address: dorota.ferens12@gmail.com, telephone number: +48 530 296 680.
- 1/4/12. SALES AGREEMENT - a Product sales agreement concluded or concluded between the Customer and the Seller via the Online Store.
- 1/4/13. ELECTRONIC SERVICE - a service provided electronically by the Service Provider to the Service Recipient via the Online Store.
- 1/4/14. SERVICE RECIPIENT - (1) a natural person with full legal capacity, and in cases provided for by generally applicable regulations, also a natural person with limited legal capacity; (2) legal entity; or (3) an organizational unit without legal personality, which is granted legal capacity by law - using or intending to use the Electronic Service.
- 1/4/15. CONSUMER RIGHTS ACT - Act of May 30, 2014 on consumer rights (Journal of Laws of 2014, item 827, as amended).
- 1/4/16. ORDER – the Customer's declaration of will submitted using the Order Form and intended directly to conclude a Product Sales Agreement with the Seller.

## 2. ELECTRONIC SERVICES IN THE ONLINE STORE

2.1. The Electronic Service Contact Form and Order Form are available in the Online Store.

2.1.1. **Contact Form** - the use of the Contact Form begins after the Service Recipient completes a total of two subsequent steps - (1) going to the "CONTACT" tab and (2) clicking the "Submit" box on the Online Store website after completing the Contact Form. In the Contact Form, the Service Recipient must provide the following data: name and surname and e-mail address. For more efficient service, the Service User may also provide the content of the inquiry.

2.1.1.1. The Contact Form service is provided free of charge and is of a one-time nature and ends when the inquiry is sent.

2.1.2. The use of the Order Form begins when the Customer adds the first Product to the electronic cart in the Online Store. The Order is placed after the Customer has completed all of the above two subsequent steps - (1) after completing the Order Form and (2) clicking on the "**I buy and pay**" field on the Online Store website after completing the Order Form - until this point, you can modify the entered data yourself (for this purpose, follow the displayed messages and information available on the Online Store website). In the Order Form, the Customer must provide the following data regarding the Customer: name, surname, address (street, house/apartment number, postal code, city, country), e-mail address, contact telephone number and data regarding the Sales Agreement: Product/s, quantity of the Product(s), place and method of delivery of the Product(s), method of payment. In the case of Customers who are not consumers, it is also possible to provide the company name and NIP number.

2.1.2.1. The Electronic Order Form Service is provided free of charge and is of a one-time nature and ends when the Order is placed via it or when the Service User stops placing the Order via it.

2.2. Technical requirements necessary for cooperation with the IT system used by the Service Provider: (1) computer, laptop or other multimedia device with Internet access; (2) access to e-mail; (3) Internet browser in the current version: Mozilla Firefox; Internet Explorer; Opera; Google Chrome; Safari or Microsoft Edge; (4) recommended minimum screen resolution: 1024x768; (5) enabling cookies and Javascript support in the web browser.

2.3. The Service Recipient is obliged to use the Online Store in a manner consistent with the law and good practices, taking into account the respect for the personal rights and copyrights and intellectual property of the Service Provider and third parties. The service recipient is obliged to enter data consistent with the actual situation. The Service Recipient is prohibited from providing unlawful content, including Illegal Content.

2.4. The complaint procedure regarding Electronic Services is indicated in point 6 of the Regulations.

### **3. CONDITIONS OF CONCLUDING A SALES AGREEMENT**

3.1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer places an Order using the Order Form in the Online Store in accordance with point. 2.1.2. Regulations.

3.2. The Product price or remuneration for the Product shown on the Online Store website is given in euro and includes taxes. About the total price or remuneration including taxes, and if the nature of the Product does not allow, reasonably, for prior calculation of the amount - the way in which they will be calculated, as well as the delivery costs (including charges for transport, delivery or postal services) and about other costs, and when the amount of these fees cannot be determined - about the obligation to pay them, the Customer is informed on the Online Store's website, including when placing the Order and when the Customer expresses the will to be bound by the Sales Agreement. In the case of a Product Sales Agreement concluded for an indefinite period or including a subscription, the Seller provides in the same way the total price or remuneration covering all payments for the settlement period, and if the Sales Agreement provides for a fixed rate - also the total monthly payments.

#### **3.3. The procedure for concluding a Sales Agreement in the Online Store using the Order Form**

3.3.1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after prior submission by the Customer Orders in the Online Store in accordance with point 2.1.2. Regulations.

3.3.2. After placing the Order, the Seller immediately confirms its receipt and simultaneously accepts the Order for execution. Confirmation of the receipt of the Order and its acceptance for execution is made by the Seller sending the Customer an appropriate e-mail to the Customer's e-mail address provided when placing the Order, which contains at least the Seller's declarations about the receipt of the Order and its acceptance for execution as well as confirmation of the conclusion of the Sales Agreement. Upon receipt by the Customer of the above e-mail, a Sales Agreement is concluded between the Customer and the Seller.

3.4. The content of the concluded Sales Agreement is recorded, secured and made available to the Customer by (1) making these Regulations available on the Online Store website and (2) sending the Customer the e-mail message referred to in point. 3.3.2 of the Regulations. The content of the Sales Agreement is additionally recorded and secured in the IT system of the Seller's Online Store.

### **4. METHODS AND DATES OF PAYMENT FOR THE PRODUCT**

4.1. The Seller provides the Customer with the following payment methods under the Sales Agreement:

4.1.1. Payment by transfer to the Seller's bank account.

4.1.2. Electronic payments and card payments via PayPal.com - possible current payment methods are specified on the Online Store website in the information tab regarding payment methods and on the website <https://www.paypal.com/pl>.

4.1.2.1. Settlement of transactions by electronic payments and payment cards is carried out in accordance with the Customer's choice via PayPal.com. Electronic and payment card payments are handled by:

4.1.2.1.1. PayPal.com - a PayPal (Europe) Sa rl & Cie, SCA, 5th floor 22-24 Boulevard Royal, L-2449, Luxembourg.

4.2. The Customer is obliged to make the payment within 2 calendar days from the date of conclusion of the Sales Agreement.

### **5. COST, METHODS AND DATE OF PRODUCT DELIVERY**

5.1. Delivery of the Product is available within the territory of the Republic of Poland and abroad.

5.2. Delivery of the Product to the Customer is subject to payment, unless the Sales Agreement provides otherwise. Product delivery costs (including transport, delivery and postal services fees) are indicated to the Customer on the Online Store's website in

information tab regarding delivery costs and when placing the Order, including when the Customer expresses his will to be bound by the Sales Agreement.

5.3. The Seller delivers the Product to the Customer via post.

5.4. **The delivery time of the Product to the Customer** is up to 18 Business Days, unless a shorter time is specified in the description of a given Product or when placing the Order. In the case of Products with different delivery dates, the delivery date is the longest given deadline, which, however, cannot exceed 18 Business Days.

5.5. The beginning of the delivery period of the Product to the Customer is counted from the date of crediting the bank account or account billing service of the Seller.

## 6. COMPLAINT HANDLING PROCEDURE

6.1. This point 6 of the Regulations defines the complaint handling procedure common to all complaints submitted to the Seller, in particular complaints regarding Products, Sales Agreements, Electronic Services and other complaints related to the operation of the Seller or the Online Store.

6.2. A complaint may be submitted by the Customer, for example:

6.2.1. in writing to the following address: ul. Romana Maciejewskiego 3/33, 03-187 Warszawa;

6.2.2. in electronic form via e-mail to the following address: dorota.ferens12@gmail.com.

6.3. The Product may be sent or returned as part of a complaint to the following address: ul. Romana Maciejewskiego 3/33, 03-187 Warsaw.

6.4. It is recommended that the Customer provide in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of irregularities or lack of compliance with the contract; (2) request how to bring the Product into compliance with the Sales Agreement or a declaration of price reduction or withdrawal from the Sales Agreement; and (3) contact details of the person filing the complaint - this will facilitate and speed up the consideration of the complaint by the Seller. The requirements set out in the previous sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.

6.5. In the event of a change in the contact details provided by the complainant while the complaint is being considered he is obliged to notify the Seller about this.

6.6. The complainant may attach evidence (e.g. photos, documents or the Product) related to the subject of the complaint to the complaint. The Seller may also ask the person filing the complaint to provide additional information or send evidence (e.g. photos), if this will facilitate and speed up the consideration of the complaint by the Seller.

6.7. The Seller will respond to the complaint immediately, no later than within 14 calendar days from its date receipt.

6.8. The basis and scope of the Seller's statutory liability are specified in generally applicable provisions of law, in particular in the Civil Code, the Act on Consumer Rights and the Act on the provision of electronic services of July 18, 2002 (Journal of Laws No. 144, item 1204, as amended). Additional information regarding the Seller's liability for the compliance of the Product with the Sales Agreement provided for by law is provided below:

6.8.1. In the event of a complaint about a **Product - a movable item** - purchased by the Customer under the Sales Agreement concluded with the Seller **until December 31, 2022** are specified in the provisions of the Civil Code in the version applicable until December 31, 2022, in particular Art. 556-576 of the Civil Code. These provisions specify in particular the basis and scope of the Seller's liability towards the Customer if the sold Product has a physical or legal defect (warranty). Pursuant to Art. 558 § 1 of the Civil Code, the Seller's liability under the warranty for the Product purchased in accordance with the previous sentence towards the Customer who is not a consumer is excluded.

6.8.2. In the event of a complaint about a **Product - a movable item (including a movable item with digital elements)**, but excluding a movable item that serves only as a carrier of digital content - purchased by the Customer under the Sales Agreement concluded with the Seller **from January 1, 2023**, are specified provisions of the Consumer Rights Act in force from January 1, 2023, in particular Art. 43a - 43g of the Consumer Rights Act. These provisions specify in particular the basis and scope of the Seller's liability towards the consumer in the event of non-compliance of the Product with the Sales Agreement.

6.9. In addition to the statutory liability, a warranty may be granted for the Product - this is a contractual (additional) liability and can be used when the Product is covered by a warranty. The warranty may be granted by an entity other than the Seller (e.g. by the manufacturer or distributor). Detailed conditions regarding liability under the warranty, including details of the entity responsible for implementing the warranty and the entity authorized to use it, are available in the description of the warranty, e.g. in the warranty card or elsewhere regarding the granting of the warranty. The Seller indicates that in the event of non-compliance of the Product with the contract, the Customer is entitled to legal remedies by operation of law on the part of and at the expense of the Seller and that the warranty does not affect these legal remedies.

**6/10.** Included in section 6.8.2. The provisions relating to the consumer of the Regulations also apply to a Customer who is a natural person concluding a contract directly related to his/her business activity, when the content of this contract shows that it does not have a professional character for this person, resulting in particular from the subject of his/her business activity, made available to him/her. pursuant to the provisions on the Central Registration and Information on Business.

## **7. OUT-OF-JUDICIAL METHODS OF HANDLING COMPLAINTS AND INVESTIGATING CLAIMS AND RULES FOR ACCESS TO THESE PROCEDURES**

**7.1.** Methods of resolving disputes without court participation include (1) enabling the parties' positions to be approximated, e.g. through mediation; (2) proposing a solution to the dispute, e.g. through conciliation, and (3) resolving the dispute and imposing its solution on the parties, e.g. through arbitration (arbitration court). Detailed information on the possibility for a Customer who is a consumer to use out-of-court methods of dealing with complaints and pursuing claims, rules of access to these procedures and a friendly search engine for entities dealing with amicable resolution of disputes are available on the website of the Office of Competition and Consumer Protection at: <https://polubowne.uokik.gov.pl/>.

**7.2.** There is also a contact point at the President of the Office of Competition and Consumer Protection, whose task is, among other things, to provide consumers with information on out-of-court resolution of consumer disputes. The consumer can contact the point: (1) by phone - by calling 22 55 60 332 or 22 55 60 333; (2) via e-mail - by sending a message to the following address: [kontakt.adr@uokik.gov.pl](mailto:kontakt.adr@uokik.gov.pl) or (3) in writing or in person - at the Office's Headquarters at Plac Powstańców Warszawy 1 in Warsaw (00-030).

**7.3.** The consumer has the following exemplary options for using out-of-court methods of dealing with complaints and pursuing claims: (1) an application for resolution of the dispute to a permanent consumer arbitration court; (2) an application for out-of-court resolution of the dispute to the provincial inspector of inspection or (3) assistance of the powiat (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, the Association of Polish Consumers). Advice is provided, among others, by e-mail at [advice@dlakonsumentow.pl](mailto:advice@dlakonsumentow.pl) and by calling the consumer hotline number 801 440 220 (the hotline is open on Business Days, from 8:00 a.m. to 6:00 p.m., call fee according to the operator's tariff).

**7.4.** At <http://ec.europa.eu/consumers/odr> a platform for an online dispute resolution system between consumers and entrepreneurs at the EU level (ODR platform) is available. The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or service provision contract (more information on the website of the platform itself or at the website of the Office of Competition and Consumer Protection : <https://polubowne.uokik.gov.pl/platforma-odr,161.pl.html>).

## **8. RIGHT TO WITHDRAW FROM THE CONTRACT**

**8.1.** A consumer who has concluded a distance contract may withdraw from it within 14 calendar days without giving a reason and without incurring costs, except for the costs specified in point. 8.8 of the Regulations. To meet the deadline, it is enough to send the declaration before its expiry. A declaration of withdrawal from the contract may be submitted, for example:

8.1.1. in writing to the following address: ul. Romana Maciejewskiego 3/33, 03-187 Warszawa;

8.1.2. in electronic form via e-mail to the following address: [dorota.ferens12@gmail.com](mailto:dorota.ferens12@gmail.com).

**8.2.** Return of the Product - movable items (including movable items with digital elements) as part of the withdrawal from the contract may be sent to the following address: ul. Romana Maciejewskiego 3/33, 03-187 Warszawa.

**8.3.** A sample withdrawal form is included in Annex No. 2 to the Consumer Rights Act and is additionally available in point. 13 of the Regulations. The consumer may use the template form, but this is not obligatory.

**8.4.** The deadline for withdrawal from the contract begins:

8.4.1. for a contract under which the Seller releases the Product and is obliged to transfer its ownership (e.g. Sales Agreement) - from taking possession of the Product by the consumer or a third party indicated by him other than the carrier, and in the case of a contract that: (1) covers many Products that are delivered separately, in batches or in parts - from taking possession of the last Product, batch or part, or (2) consists in regular delivery of Products for a specified period of time - from taking possession of the first Product;

8.4.2. for other contracts - from the date of conclusion of the contract.

**8.5.** In the event of withdrawal from a distance contract, the contract is deemed not to have been concluded.

**8.6. Products - movable items, including movable items with digital elements:**

8.6.1. The Seller is obliged to immediately, no later than 14 calendar days from the date of receipt of the consumer's declaration of withdrawal from the contract, return to the consumer all payments made by him, including the costs of delivering the Product - movable items, including movable items with digital elements (except

additional costs resulting from the delivery method selected by the consumer other than the cheapest standard delivery method available in the Online Store). The seller refunds the payment using the same payment method used by the consumer, unless the consumer has expressly agreed to a different method of return that does not involve any costs for him. In the case of Products - movable items (including movable items with digital elements) - if the Seller has not offered to collect the Product from the consumer himself, he may withhold the refund of payments received from the consumer until he receives the Product back or the consumer provides proof of its return. , depending on which event occurs first.

8.6.2. In the case of Products - movable items (including movable items with digital elements) - the consumer is obliged to immediately, no later than within 14 calendar days from the date on which he withdrew from the contract, return the Product to the Seller or hand it over to a person authorized by the Seller to collect it. , unless the Seller has offered to collect the Product himself. To meet the deadline, it is enough to return the Product before its expiry.

8.6.3. The consumer is responsible for any reduction in the value of the Product resulting from its use manner beyond what is necessary to establish the nature, characteristics and functioning of the Product.

**8.7. Possible costs related to the consumer's withdrawal from the contract, which the consumer is obliged to bear:**

8.7.1. In the case of Products - movable items (including movable items with digital elements) - if the consumer has chosen a method of delivery of the Product other than the cheapest standard delivery method available in the Online Store, the Seller is not obliged to refund the additional costs incurred by the consumer.

8.7.2. In the case of Products - movable items (including movable items with digital elements) - the Customer is not liable return costs and these costs are transferred to the Seller.

8.7.3. In the case of a Product - a service, the performance of which - at the express request of the consumer - began before the deadline for withdrawal from the contract, the consumer who exercises the right to withdraw from the contract after submitting such a request is obliged to pay for the services provided until the withdrawal from the contract. The payment amount is calculated in proportion to the scope of the service provided, taking into account the price or remuneration agreed in the contract. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the service provided.

**8.8. The right to withdraw from a distance contract is not available to the consumer in relation to contracts:**

8.8.1. (1) for the provision of services for which the consumer is obliged to pay the price, if the Seller has fully performed the service with the express and prior consent of the consumer, who was informed before the commencement of the service that after the Seller has completed the service, he will lose the right to withdraw from the contract, and has accepted this is for your information; (2) 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 for withdrawal from the contract; (3) in which the subject of the service is a Product - a movable item (including a movable item with digital elements) - non-prefabricated, manufactured according to the consumer's specifications or serving to meet his individual needs; (4) in which the subject of the service is a Product - a movable item (including a movable item with digital elements) - subject to rapid deterioration or having a short shelf life; (5) in which the subject of the service is a Product - a movable item (including a movable item with digital elements) - delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the package was opened after delivery ; (6) in which the subject of the provision are Products - movable items (including movable items with digital elements) - which, after delivery, due to their nature, are inseparably connected with other movable items, including movable items with digital elements; (7) in which the subject of the service are alcoholic beverages, the price of which was agreed upon at the conclusion of the Sales Agreement, and whose delivery may take place only after 30 days and whose value depends on market fluctuations over which the Seller has no control; (8) in which the consumer expressly requested that the Seller come to him for urgent repair or maintenance; if the Seller additionally provides other services than those requested by the consumer, or delivers Products - movable items (including movable items with digital elements) - other than spare parts necessary for repair or maintenance, the consumer has the right to withdraw from the contract in relation to for additional services or Products; (9) 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; (10) for the delivery of newspapers, periodicals or magazines, with the exception of subscription contracts; (11) concluded by public auction; (12) for the provision of accommodation services other than for residential purposes, transport of goods, car rental, catering, services related to recreation, entertainment, sports or cultural events, if the contract specifies the day or period of service provision; (13) for the supply of digital content not delivered on a tangible medium for which the consumer is obliged to pay the price, if the Seller commenced the provision with the express and prior consent of the consumer, who was informed before the commencement of the provision that after the Seller has completed the provision, he will lose the right to withdraw from the contract , and acknowledged it, and the Seller provided the consumer with the confirmation referred to in Art. 15 section 1 and 2 or art. 21 section 1 of the Consumer Rights Act; (14) for the provision of services for which the consumer is obliged to pay a price, for which the consumer has expressly requested the Seller to come to him for repairs, and the service has already been fully performed with the express and prior consent of the consumer.

- 8.9.** The consumer provisions contained in this point 8 of the Regulations apply from January 1, 2021 and for contracts concluded from that date also to the Service Recipient or the Customer who is a natural person concluding a contract directly related to his/her business activity, when the content of this contract stipulates: that it does not have a professional character for this person, resulting in particular from the subject of the business activity carried out by him, made available on the basis of the provisions on the Central Registration and Information on Economic Activity.

## **9. PROVISIONS APPLICABLE TO ENTREPRENEURS**

- 9.1.** This point 9 of the Regulations and all provisions contained therein are directed and therefore binding only the Customer or Service Recipient who is not a consumer, and from January 1, 2021 and for contracts concluded from that date who is not also a natural person concluding a contract directly related to its business economic, when the content of this contract shows that it does not have a professional character for this person, resulting from in particular regarding the subject of its business activity, made available on the basis of the provisions on the Central Registration and Information on Economic Activity.
- 9.2.** The Seller has the right to withdraw from the Sales Agreement within 14 calendar days from the date of its conclusion. In this case, withdrawal from the Sales Agreement may occur without giving a reason and does not give rise to any claims on the part of the Customer against the Seller.
- 9.3.** The Seller's liability under the warranty for the Product or lack of compliance of the Product with the Sales Agreement remains disabled.
- 9.4.** The Seller will respond to the complaint within 30 calendar days from the date of its receipt.
- 9.5.** The Seller has the right to limit the available payment methods, including requiring prepayment in whole or in part, regardless of the payment method chosen by the Customer and the fact of concluding the Sales Agreement.
- 9.6.** The Service Provider may terminate the contract for the provision of Electronic Services with or without immediate effect indicating the reasons by sending the Service User an appropriate statement.
- 9.7.** The Service Provider/Seller's liability towards the Service Recipient/Customer, regardless of its legal basis, is limited - both as part of a single claim and for all claims in total - to the amount of the price paid and delivery costs under the Sales Agreement, but no more than up to the amount of one thousand zlotys. The amount limitation referred to in the previous sentence applies to all claims made by the Service Recipient/Customer against the Service Provider/Seller, including in the event of failure to conclude a Sales Agreement or unrelated to the Sales Agreement. The Service Provider/Seller is liable to the Service Recipient/Customer only for typical damages foreseeable at the time of conclusion of the contract and is not liable for lost profits. The seller is also not responsible for delays in shipment.
- 9.8.** Any disputes arising between the Seller/Service Provider and the Customer/Service Recipient shall be submitted to court. competent for the registered office of the Seller/Service Provider.

## **10. PRODUCT OPINIONS**

- 10.1.** The Seller allows its Customers to post and access opinions about Products and the Online Store at principles specified in this point of the Regulations. .
- 10.2.** It is possible for the Customer to submit an opinion after using the form enabling adding an opinion about the Product or Online Store. This form may be made available directly on the Online Store website (incl also via an external widget) or may be made available via an individual link received by the Customer after purchase to the e-mail address provided by him. When adding an opinion, the Service User may also add a graphic rating or photo of the Product - if such an option is available in the opinion form. : :
- 10.3.** An opinion about a Product may only be issued for Products actually purchased in the Seller's Online Store and by the Customer who purchased the reviewed Product. It is prohibited to conclude fictitious or sham Sales Agreements in order to provide opinions about the Product. An opinion about the Online Store may be issued by a person who is a Customer of the Online Store. .
- 10.4.** Adding opinions by Customers cannot be used for illegal activities, in particular for activities constituting an act of unfair competition or activities violating personal rights, intellectual property rights or other rights of the Seller or third parties. When adding an opinion, the Customer is obliged to act in accordance with the law, these Regulations and good practices.
- 10.5.** Opinions may be made available directly on the Online Store website (e.g. for a given Product) or on an external website collecting opinions with which the Seller cooperates and to which the Seller links on the Online Store website (including via an external widget located on the Online Store website).
- 10.6.** The Seller ensures that published opinions about the Products come from its Customers who purchased a given Product. For this purpose, the Seller takes the following actions to check whether the opinions come from its Customers:
- 10.6.1.** Publishing an opinion issued using a form available directly on the Online Store website requires prior verification by the Seller. Verification consists in checking the compliance of the opinion with

Regulations, in particular by checking whether the person giving the opinion is a Customer of the Online Store - in this case, the Seller checks whether this person made a purchase in the Online Store, and in the case of an opinion about a Product, he additionally checks whether he purchased the Product in question. Verification takes place without undue delay.

- 10.6.2. The Seller sends its Customers (including via an external opinion collection service with which it cooperates) an individual link to the e-mail address provided by the Seller during the purchase - in this way, only the Customer who purchased the Product in the Online Store has access to the opinion form.
- 10.6.3. In case of doubts of the Seller or objections addressed to the Seller by other Customers or third parties as to whether a given opinion comes from the Customer or whether a given Customer has purchased a given Product, the Seller reserves the right to contact the author of the opinion in order to clarify and confirm that he is actually a Customer of the Online Store. or purchased the reviewed Product.
- 10.7. Any comments, appeals against the verification of the opinion, or reservations as to whether a given opinion comes from the Customer or whether a given one The Customer purchased a given Product may be reported in a manner analogous to the complaint procedure indicated in point 6 of the Regulations.
- 10.8. The Seller does not post or order any other person to post false opinions or recommendations of Customers and does not distort Customers' opinions or recommendations in order to promote its Products. The seller provides both positive and negative opinions. The seller does not provide sponsored reviews.

## **11. ILLEGAL CONTENT AND OTHER CONTENT IN COMPLIANCE WITH THE REGULATIONS**

11.1. This point of the Regulations contains provisions arising from the Digital Services Act to the extent applicable Online Store and Service Provider. The Service Recipient is generally not obliged to provide content when using the Online Store, unless the Regulations require providing specific data (e.g. data for placing an Order). The Service Recipient may be able to add an opinion or comment in the Online Store using: tools provided for this purpose by the Service Provider. In each case of providing content by the Service Recipient, he is obliged to comply with the rules contained in the Regulations.

11.2. **CONTACT POINT** - The Service Provider designates the e-mail address dorota.ferens12@gmail.com as a single contact point. The contact point enables direct communication of the Service Provider with the authorities of the Member States, the European Commission and the Digital Services Council and at the same time enables service recipients (including Service Recipients) direct, fast and friendly communication with the Service Provider by electronic means, for the purposes of applying the Digital Services Act. The Service Provider indicates Polish and English for the purposes of communication with its contact point.

### **11.3. Procedure for reporting Illegal Content and actions in accordance with Art. 16 Digital Services Act:**

- 11.3.1. Any person or entity may report to the e-mail address dorota.ferens12@gmail.com Service Providers the presence of specific information that a given person or entity considers to be Illegal Content.
- 11.3.2. The notification should be sufficiently precise and properly justified. For this purpose, the Service Provider enables and facilitates submission of reports containing all of the following elements to the e-mail address provided above: (1) a sufficiently substantiated explanation of the reasons why a given person or entity alleges that the reported information constitutes Illegal Content; (2) a clear indication of the precise electronic location of the information, such as the exact URL(s), and, where applicable, additional information to identify the Illegal Content, as appropriate to the type of content and the specific type of service; (3) name and surname or name and e-mail address of the person or entity making the report, with the exception of reports regarding information considered to be related to one of the crimes referred to in Art. 3-7 of Directive 2011/93/EU; and (4) a statement that the reporting person or entity has a good faith belief that the information and allegations contained herein are accurate and complete.
- 11.3.3. The notification referred to above is deemed to constitute the basis for obtaining actual knowledge or information for the purposes of Art. 6 of the Digital Services Act in relation to the information it concerns, if it enables the Service Provider acting with due diligence to determine - without a detailed legal analysis - the illegal nature of a given activity or information.
- 11.3.4. If the report contains electronic contact details of the person or entity that submitted the report, the Service Provider shall, without undue delay, send such person or entity confirmation of receipt of the report.  
The service provider shall also notify such person or entity without undue delay of its decision with respect to the information covered by the report, providing information on the possibility of appealing against the decision.
- 11.3.5. The Service Provider considers all reports it receives under the mechanism referred to above and makes decisions with respect to the information referred to in the reports in a timely, non-arbitrary and objective manner and with due diligence. If the Service Provider uses automated means for the purposes of such consideration or decision-making, it includes information on this subject in the notification referred to in the previous point.

### **11.4. Information on the restrictions that the Service Provider imposes in connection with the use of the Online Store, in relation to information provided by Service Recipients:**



- 11.4.1. The following rules apply to the Service Recipient when providing any content within the Store online:
- 11.4.1.1. obligation to use the Online Store, including posting content (e.g. as part of opinions or comments), in accordance with its intended use, these Regulations and in a manner consistent with the law and good practices, taking into account the respect for personal rights and copyrights and intellectual property of the Service Provider and third parties;
  - 11.4.1.2. the obligation to enter content consistent with the facts and in a non-misleading manner;
  - 11.4.1.3. prohibition of providing illegal content, including the prohibition of providing Illegal Content;
  - 11.4.1.4. prohibition on sending unsolicited commercial information (spam) via the Online Store;
  - 11.4.1.5. prohibition on providing content that violates generally accepted rules of netiquette, including content containing vulgar content or offensive;
  - 11.4.1.6. the obligation to have, where necessary, all required rights and authorizations to supply such content on the Online Store's websites, in particular copyrights or required licenses and permits and consents to their use, dissemination, sharing or publication, especially the right to publish and disseminate in the Online Store and the right to use and disseminate the image or personal data in the case of content that includes the image or personal data of third parties.
  - 11.4.1.7. the obligation to use the Online Store in a way that does not pose a threat to the security of the system ICT Service Provider, Online Store or third parties.
- 11.4.2. The Service Provider reserves the right to moderate the content provided by Service Users to the Online Store website. Moderation is carried out in good faith and with due care and on the Service Provider's own initiative or upon a report received in order to detect, identify and remove Illegal Content or other content that is inconsistent with the Regulations or preventing access to them or taking the necessary measures to comply with the requirements of European Union law and national law consistent with European Union law, including the requirements set out in the Digital Services Act or the requirements contained in the Regulations.
- 11.4.3. The moderation process may be performed manually by a human or based on automated or partially automated tools that help the Service Provider identify Illegal Content or other content inconsistent with the Regulations. After identifying such content, the Service Provider makes a decision as to what to do remove or disable access to the content or otherwise limit its visibility or take any other action actions it deems necessary (e.g. contacts the Service User to clarify reservations and change the content). The Service Provider will, in a clear and easily understandable way, inform the Service User who provided the content (if we have his contact details) about his decision, the reasons for making it and the available options for appealing against this decision.
- 11.4.4. When implementing its rights and obligations under the Digital Services Act, the Service Provider is obliged to act with due diligence, in an objective and proportionate manner and with due regard to the rights and legally justified interests of all parties involved, including service recipients, in particular taking into account the rights set out in the Charter of Rights. fundamental rights of the European Union, such as freedom of expression, media freedom and pluralism and other fundamental rights and freedoms.
- 11.5.** Any comments, complaints, complaints, appeals or objections regarding decisions or other actions or inactions taken by the Service Provider on the basis of the notification received or the Service Provider's decision made in accordance with the provisions of these Regulations may be reported in a manner analogous to the complaint procedure indicated in point 6 of the Regulations. Using this procedure is free of charge and allows you to submit complaints electronically to the provided e-mail address. The use of the complaint procedure is without prejudice to the right of the person or entity concerned to bring proceedings before a court or other rights.
- 11.6.** The Service Provider will consider any comments, complaints, claims, appeals or reservations regarding decisions or other actions or lack of actions taken by the Service Provider on the basis of the notification received or the decision made in a timely, non-discriminatory, objective and non-arbitrary manner. If the complaint or other report contains sufficient reasons for the Service Provider to consider that its decision not to take action in response to the report is unjustified or that the information referred to in the complaint is not illegal and inconsistent with the Regulations, or contains information indicating that the complainant's action was not justifies the measure taken, the Service Provider shall without undue delay repeal or change its decision to remove or prevent access to the content or otherwise limit its visibility or take other actions it deems necessary.
- 11.7.** Service Recipients, persons or entities who have reported Illegal Content, to whom the Service Provider's decisions regarding Illegal Content or content inconsistent with the Regulations are addressed, have the right to choose any extrajudicial dispute resolution body certified by the digital services coordinator of a Member State in order to resolve disputes regarding these decisions, including in relation to complaints that have not been resolved within the Service Provider's internal complaint handling system.

## 12. FINAL PROVISIONS

12.1. Contracts concluded via the Online Store are concluded in Polish.

12.2. Changes to the Regulations:

12.2.1. The Service Provider reserves the right to make changes to these Regulations for important reasons, i.e.: changes in legal provisions; changes in payment or delivery methods or timing, becoming subject to a legal or regulatory obligation; changes in the scope or form of the Electronic Services provided; adding new Electronic Services; the need to counteract unforeseen and direct threats related to the protection of the Online Store, including Electronic Services and Service Recipients/Customers against fraud, malware, spam, data breaches or other cybersecurity threats - to the extent that these changes affect the implementation of the provisions of these Regulations.

12.2.2. Notification of proposed changes is sent in advance at least 15 days before the date of entry into force of these changes, provided that the change may be introduced without the 15-day notice period if the Service Provider: (1) is subject to a legal or regulatory obligation pursuant to which is obliged to amend the Regulations in a way that makes it impossible for him to comply with the 15-day notice period; or (2) must, by way of exception, amend its Regulations to counteract an unforeseen and direct threat related to the protection of the Online Store, including Electronic Services and Service Recipients/Customers against fraud, malware, spam, data breaches or other cybersecurity threats. In the last two cases referred to in the previous sentence, changes are introduced with immediate effect, unless it is possible or necessary to apply a longer deadline for introducing changes, which is each time notified by the Service Provider.

12.2.3. In the case of continuous contracts (e.g. provision of Electronic Services - Account), the Service User has the right to terminate the contract with the Service Provider before the expiry of the notification period about the proposed changes. Such solution becomes effective within 15 days from the date of receipt of the notification. In the event of concluding a continuous contract, the amended Regulations are binding on the Service Recipient if he was properly notified about the changes in accordance with the notification period before their introduction and did not terminate the contract during this period. Additionally, at any time after receiving notification of changes, the Service User may accept the changes and thus waive the further duration of the notification period. In the event of concluding an agreement of a different nature than continuous agreements, changes to the Regulations will not in any way violate the rights acquired by the Service User before the date of entry into force of the amendments to the Regulations, in particular, changes to the Regulations will not affect Orders already placed or submitted as well as concluded, implemented or performed orders. Sales Agreements.

12.2.4. If a change to the Regulations results in the introduction of any new fees or an increase in existing ones, the consumer has the right to withdraw from the contract.

12.3. These Regulations do not exclude the provisions in force in the country of habitual residence of the consumer concluding a contract with the Service Provider/Seller, which cannot be excluded by contract.

In such a case, the Service Provider/Seller guarantees the consumer the protection granted to him on the basis of provisions that cannot be excluded by contract.

12.4. In matters not regulated in these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; Act on the provision of electronic services of July 18, 2002 (Journal of Laws 2002, No. 144, item 1204, as amended); Consumer Rights Act; and other relevant provisions of generally applicable law.

## 13. SAMPLE WITHDRAWAL FORM (APPENDIX NUMBER 2 TO THE CONSUMER RIGHTS ACT)

### Sample withdrawal form

*(this form should be completed and returned only if you wish to withdraw from the contract)*

– Addressee:

BYFERENS DOROTA FERENS

street Romana Maciejewskiego 3/33, 03-187 Warszawa  
dorotaferens.com

dorota.ferens12@gmail.com

– I/We (\*) hereby inform (\*) about my/our withdrawal from the contract for the sale of the following goods (\*) contract for the supply of the following items (\*) contract for a specific work consisting in the performance of the following goods (\*)/for the provision of the following service (\*)

– Date of conclusion of the contract(\*)/acceptance(\*)

- Name and surname of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if the form is sent on paper)
- Date

(\*) Delete as appropriate.



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