

Terms & Conditions

Hello!

In making every effort to ensure that my business complies with legal requirements, I would like to provide you with the Terms and Conditions of the Ynithe.com Website. You will find here detailed information about the services provided on the Website and the licensing process for my graphic designs.

The law applicable to the Terms and Conditions is Polish law. Any provisions of these Terms and Conditions that are less favorable to the Consumer than the provisions of the Consumer's country of origin shall be null and void and, in their place, corresponding provisions of the Consumer's country of origin shall be applied. Therefore, the provisions of these Terms and Conditions are not meant to exclude or limit any Consumer rights conferred on Consumers by mandatory provisions of law, and any and all possible doubts shall be interpreted to the benefit of the Consumer. In the event of any nonconformity between the provisions of these Terms and Conditions and the above regulations, the above regulations shall take priority and be applied.

The Website is operated by Agnieszka Desperak, the owner of Ynithe brand. If you have any questions or concerns, you can contact me at the e-mail address contact@ynithe.com or by phone at +48 730 777 680. I am available from Monday to Friday from 9:00 a.m. to 3:00 p.m.

1. General Provisions and Definitions

1. These Terms and Conditions define the principles for the supply of Digital Content and Electronic Services through the Website available at <https://ynithe.com/>.
2. Whenever the following terms, written with an initial capital letter appear in the Terms and Conditions, they shall be understood as follows:
 - **Update** – an update that the Service Provider has undertaken to provide and which is necessary to maintain the conformity of the Digital Content with the Contract;
 - **Terms and Conditions** – these Terms and Conditions available at <https://ynithe.com/terms-and-conditions/>;
 - **Website** – a web page available at <https://ynithe.com/> and its extensions;
 - **User** – a natural person, legal person or organizational unit without legal personality but with legal capacity, in particular a Consumer or an Entrepreneur with consumer rights;
 - **Consumer** – a natural person concluding a Digital Content Contract with the Service Provider that is not directly related to their economic or professional activity;

- **Entrepreneur** – a natural person, legal person or organizational unit without legal personality but with legal capacity, conducting business or professional activity on their own behalf and concluding a Contract with the Service Provider that is directly related to their business or professional activity;
 - **Entrepreneur with Consumer Rights** – a natural person concluding a Contract directly connected with their economic activity if it follows from the Contract that it does not have a professional character for that person, in particular arising out of the subject of the economic activity performed by that person published on the basis of the regulations governing the Central Registration and Information on Business (CEIDG);
 - **Service Provider** – Agnieszka Desperak, address for correspondence: ul. Papieża Jana Pawła II 16B / 10, 58-400 Kamienna Góra, e-mail address: contact@ynithe.com;
 - **Electronic Service / Service** – a service provided electronically by the Service Provider to the User via the Website.
 - **Digital Content** – data generated and supplied in digital form;
 - **Contact Form / Form** – a form available on the Website enabling the User to contact the Service Provider directly.
 - **Newsletter** – Electronic Service allowing the User to subscribe and receive free information from the Service Provider to the e-mail address provided by the User;
 - **Contract** – an agreement concluded between the Service Provider and the User, the subject of which is the supply of Digital Content or the supply of Electronic Services to the User;
 - **Price** – the value expressed in monetary units that the User is obliged to pay to the Service Provider for the Digital Content.
3. Each User, upon taking action to use the Services of the Website, is obliged to read, accept and comply with the provisions of these Terms and Conditions.
4. Depending on the type of selected Digital Content or Electronic Services, a specific type of Contract is concluded between the Service Provider and the User:
- in the case of Digital Content, a Contract for the supply of Digital Content is concluded;
 - in the case of Electronic Services, a Contract for the supply of Electronic Services is concluded.
5. To avoid doubts, the Service Provider indicates that:

- Contracts regarding Digital Content are agreements for the supply of Digital Content to which the provisions of Chapter 5b of the Act of May 30, 2014 on Consumer Rights (Journal of Laws 2014, item 827, as amended) apply;
 - the provisions of Chapter 5b of the Act of May 30, 2014 on Consumer Rights (Journal of Laws 2014, item 827, as amended) do not apply to Contracts that do not concern Digital Content.
6. Questions or comments regarding the Website can be submitted to the e-mail address contact@ynithe.com.

2. Technical requirements and safety

1. Minimum technical requirements necessary for cooperation with the IT system used by the Service Provider:
 - a device with a display that can display web pages;
 - Internet connection;
 - any web browser that displays web pages in accordance with the standards and provisions of the W3C Consortium and supports web pages provided in HTML5;
 - JavaScript support enabled;
 - cookie support enabled;
 - an active e-mail address;
 - software that allows reading documents in PDF format.
2. To use Digital Content, depending on its type, the User may additionally need software that allows to view or play a specific type of files (e.g. DOC, JPG, PSD, AI). If the use of the Digital Content requires meeting additional technical requirements, such information is presented in the Contract in a manner visible to the User and allowing them to make a decision regarding the purchase of the Digital Content.
3. To the fullest extent permitted by law, the Service Provider is not liable for any disruptions, including interruptions in the functioning of the Website caused by force majeure, unauthorized actions of third parties or incompatibility with the computer hardware or software used by the User.
4. Given that the Website is an IT system managed by the Service Provider, the Service Provider may conduct technical and IT work aimed at developing the Website and providing Electronic Services at the highest possible level.
5. The Service Provider informs that the public nature of the Internet and the use of Services provided electronically may involve the risk of infection of the IT system by various types of unwanted software created primarily for the purpose of causing damage and obtaining the User's data by unauthorized persons. In order to minimize the risk of

such threats, it is important for the User to use appropriate technical measures, in particular to equip their equipment used to connect to the Internet with an up-to-date antivirus program and programs protecting the identity of those using the Internet.

6. In order to ensure the safety of the User and the transfer of data in connection with the use of the Website, the Service Provider takes technical and organizational measures appropriate to the level of risk to the security of the Electronic Services provided, in particular measures to prevent the acquisition and modification of personal data by unauthorized persons.

3. Type, scope and conditions of supply of Electronic Services

1. The Service Provider supplies the following Electronic Services to Users:
 - o Contact Form;
 - o Newsletter;
 - o Licensing Portfolio.
2. Services are provided to Users under the terms and conditions specified in the Terms and Conditions.
3. The User is obliged to use the Website in a manner consistent with the law and good practices, respecting the personal rights and intellectual property rights of third parties.
4. The User is obliged to enter data consistent with the factual state.
5. Services are provided to Users under the terms and conditions specified in the Terms and Conditions.

4. Contact Form

1. The Contact Form Service consist in sending a message to the Service Provider using the Form available on the Website.
2. Using the Contact Form Service is voluntary and free of charge.
3. To use the Contact Form Service, the User enters the necessary data in the Form and selects the “Send” button.
4. The Contract for the supply of the Contact Form Service is concluded for a fixed period and is terminated when the message is sent or the User stops sending it.
5. The User may withdraw from the Contract for the supply of the Contact Form Service with immediate effect and without indicating the reasons by sending an appropriate statement via e-mail to contact@ynithe.com.

5. Newsletter

1. The Newsletter service consists in sending the ordered information to the User by the Service Provider via e-mail.

2. Using the Newsletter Service is voluntary and free of charge.
3. To use the Newsletter Service, the User enters their e-mail address and agrees to receive the Newsletter, using the registration form available on the Website. After sending the completed registration form, the User receives an e-mail to the address provided in the registration form, requesting confirmation and activation of the Service. Activation occurs by selecting the redirection to the Website, which is included in the e-mail sent. At this moment, the Contract for the supply of the Newsletter Service by electronic means is concluded.
4. The Contract for the supply of the Newsletter Service is concluded for an indefinite period.
5. The User may withdraw from the Contract for the supply of the Newsletter Service with immediate effect and without indicating the reasons by sending an appropriate statement via e-mail to contact@ynithe.com or by selecting the dedicated link contained in each e-mail sent as part of this Service.

6. Licensing Portfolio

6.1. Offer

1. The Licensing Portfolio Service consists in enabling the User to familiarize themselves with the Digital Content offered by the Service Provider and to submit an inquiry regarding the Digital Content to the Service Provider.
2. The License Portfolio Service is provided to the User free of charge. However, Contracts regarding Digital Content are subject to payment.
3. As part of the Licensing Portfolio Service, the Service Provider offers:
 - Ready-made Digital Content – ready graphic designs (without modification or modified at the User’s request), available in the “Licensing Portfolio” tab;
 - Custom-made Digital Content – graphic designs made to the User’s individual order.
4. Information about the Digital Content posted on the Website does not constitute an offer from the Service Provider within the meaning of the Civil Code, but only an invitation to conclude a Contract.
5. The presentation of the Digital Content and information about it posted on the Website do not imply the current availability of the Digital Content.
6. The Service Provider does not provide a warranty or after-sales services regarding the Digital Content.
7. The Service Provider is not obliged to and does not apply the code of good practices referred to in art. 2 point 5 of the Act of 23 August 2007 on Counteracting Unfair Market Practices (Journal of Laws 2017, item 2070, as amended).

6.2. Placing and fulfilling orders

1. Placing orders does not require registration or having an account on the Website.
2. The User may initiate an order by sending an inquiry to the Service Provider via the Contact Form or by e-mail to the e-mail address contact@ynithe.com.
3. The conclusion of an Contract for the supply of Digital Content cannot be made anonymously or under a pseudonym. The User should provide true and complete personal data in order to conclude such an Contract.
4. Inquiries on the Website can be submitted 24 hours a day, 7 days a week.
5. After submitting an inquiry, the Service Provider will send the User (to the e-mail address provided by the User) a confirmation of receipt of the inquiry, information on the availability of the Digital Content and further data. At this stage, the Service Provider and the User agree on the necessary details regarding the order, including the type of Contract concluded (e.g. license agreement, agreement on the transfer of copyrights, contract for specific work), graphic files, Price, field-of-use, etc.
6. After making arrangements between the parties and providing the data necessary to draw up the Contract, the Service Provider will present the User with the Contract, the Terms and Conditions and the Privacy Policy.
7. In order to draw up the Contract, the User must provide the Service Provider with true personal data. The User is liable for providing false personal data. The Service Provider reserves the right to suspend the execution of the order in a situation where the User has provided false data or when such data raises reasonable doubts of the Service Provider as to its correctness. In such a case, the User will be informed by e-mail about the Service Provider's doubts. The User has the right to explain all circumstances related to the verification of the truthfulness of the data provided.
8. The User declares that all data provided by them for the purpose of drawing up the Contract is true, while the Service Provider is not obliged to verify its truthfulness and correctness, although he has such right in accordance with point 7.
9. The condition for placing an order is the acceptance of the Contract, Terms and Conditions and Privacy Policy, which the User should familiarize themselves with in advance. In the event of doubt regarding the above-mentioned documents, the User may contact the Service Provider.
10. The Contract is concluded at the moment the Service Provider sends to the User by e-mail a confirmation of acceptance of the order. This provision does not apply to Contracts for which the written form has been reserved under penalty of nullity (e.g. granting an exclusive license or transferring copyright). In such cases, unless the parties have agreed otherwise, the Contract is concluded by exchanging its handwritten copies by traditional mail.

6.3. Payments

1. Each Digital Content is priced individually. In order to receive an offer, the User should submit an inquiry on the principles described in point 6.2 of the Terms and Conditions.
2. The following factors, among others, influence the Price of the Digital Content:
 - subject of the order (ready-made Digital Content, customized or not, custom-made Digital Content);
 - terms of use of the Digital Content (e.g. field-of-use, license duration, license exclusivity);
 - individual guidelines for the order;
 - time to complete the order;
 - graphic design technique;
 - purchase of additional materials (e.g. fonts, graphics).
3. The method and deadline for payment are regulated by the provisions of the Contract.
4. The Service Provider is entitled to grant Users discounts, reductions or other preferences related to the Price at their own discretion, in particular as part of an organized promotional campaign. Details of promotional campaigns are specified in separate regulations of promotional campaigns. The User is not entitled to request discounts, reductions or other preferences that do not result from the promotional campaign.
5. In each case of information about a reduction in the Price of Digital Content, the Service Recipient, in addition to information about the reduced Price, also provides information about the lowest Price of such Digital Content that was applicable in the period of 30 days before the introduction of the reduction. If the given Digital Content is offered for sale for a period of less than 30 days, in addition to information about the reduced Price, the Service Provider also provides information about the lowest Price of Digital Content that was applicable in the period from the date of commencement of offering such Content for sale to the date of introduction of the reduction.

6.4. Fulfillment of orders for Digital Content

1. The Service Provider provides the User with Digital Content under the terms and conditions specified in the Contract.
2. The User, depending on the Service Provider's choice, may access the Digital Content through:
 - an e-mail message sent to the User to the e-mail address provided by the User;
 - or a link sent to the User to the e-mail address provided by the User.
3. If a given Digital Content can be downloaded by the User, the Service Provider may introduce a download limit for a given Digital Content (e.g. a given Digital Content may be downloaded a maximum of 5 times). In the event of introducing a download limit,

the Service Provider shall clearly indicate to the User how many times the User may download a given Digital Content under the concluded Contract.

4. The Service Provider may introduce time restrictions on access to a given Digital Content (e.g. access to a given Digital Content will be possible for 1 month). In the event of introducing time restrictions, the Service Provider shall clearly indicate to the User for how long the User will have access to a given Digital Content under the concluded Contract.
5. Digital Content is deemed to have been supplied at the time the Digital Content or a means that allows access to or download of the Digital Content has been made available to the User or a physical or virtual device that the User has independently selected for this purpose or when the User or such a device has obtained access to the Digital Content.
6. The Service Provider supplies the Digital Content in the version applicable on the date of supply of the Digital Content and does not provide Updates after the date of supply of the Digital Content – unless the description of the Digital Content expressly states that they also include Updates at a later date.
7. The User may use the Digital Content only under the terms and conditions set out in the Contract.

6.5. Withdrawal of the Consumer or the Entrepreneur with the rights of the Consumer from the Contract without giving a reason

1. The Consumer or Entrepreneur with the rights of the Consumer has the right to withdraw from the Contract for the supply of Digital Content, without giving a reason, within 14 days from the date of conclusion of this Contract.
2. The right to withdraw from the Contract does not apply to the Contract for the supply of Digital Content not supplied on a tangible medium, for which the Consumer or Entrepreneur with the rights of the Consumer is obliged to pay the Price, if the Service Provider started the supply with the prior express consent of the User, who was informed before the supply began that after the service provider has provided the service, they will lose the right to withdraw from the Contract, and has acknowledged this, and the Service Provider has provided the User with the confirmation referred to in art. 21 sec. 2 of the Consumer Rights Act.
3. The right to withdraw from the Contract does not apply to the Contract, the subject of which an item manufactured according to the specifications of the Consumer or the Entrepreneur with the rights of the Consumer, or to satisfy their individual needs – i.e. Contract for the supply of:
 - Ready-made Digital Content that has been modified at the request of the Consumer or Entrepreneur with Consumer rights;

- Custom-made Digital Content made at the request of a Consumer or an Entrepreneur with Consumer rights.
- 4. In order to withdraw from the Contract for the supply of Digital Content, the Consumer or Entrepreneur with the rights of the Consumer must inform the Service Provider of their decision to withdraw from the Contract by means of an unequivocal statement – for example, by a letter sent by traditional mail or e-mail.
- 5. A Consumer or an Entrepreneur with Consumer rights may use the sample withdrawal form available at <https://ynithe.com/terms-and-conditions/>, but this is not obligatory.
- 6. In order to meet the deadline for withdrawal from the Contract, it is sufficient for the Consumer or Entrepreneur with the rights of the Consumer to send information regarding the exercise of the right to withdraw from the Contract to which the Consumer or Entrepreneur with the rights of the Consumer is entitled before the deadline for withdrawal expires.
- 7. In the event of withdrawal from the Contract, the Service Provider shall return to the Consumer or Entrepreneur with the rights of the Consumer all payments received from the Consumer or Entrepreneur with the rights of the Consumer, immediately, and in any case no later than 14 calendar days from the day on which the Service Provider was informed of the decision to exercise the right to withdraw from the Contract.
- 8. The refund is made using the same payment methods that were used in the original transaction, unless the Consumer or Entrepreneur with the rights of the Consumer has expressly agreed to another solution. In each case, the Consumer or Entrepreneur with Consumer rights will not incur any fees in connection with this refund.

6.6. Liability for conformity of Digital Content with the Contract

1. The warranty for defects in Digital Content, as referred to in the provisions of the Civil Code, is excluded in the case of Contracts for the supply of Digital Content concluded by Users other than Consumers or Entrepreneurs with the rights of Consumers.
2. The provisions on liability for the conformity of Digital Content with the Contract, contained in the Consumer Rights Act, shall apply to Contracts concluded by the Consumer or the Entrepreneur under the rights of the Consumer, taking into account the provisions of the Terms and Conditions.
3. The Service Provider is responsible to the Consumer and the Entrepreneur under the rights of the Consumer for the conformity of the Digital Content with the Contract. The conformity of the Digital Content with the Contract is assessed in accordance with the provisions of the Consumer Rights Act.
4. For Digital Content:
 - supplied once or in parts – the Service Provider is liable for any lack of conformity of the Digital Content with the Contract that existed at the time of supply and became apparent within 2 years from that time,

- supplied continuously over a period of time – the Service Provider is liable for any lack of conformity of the Digital Content with the Contract that occurred or became apparent at the time when it was to be supplied in accordance with the Contract.
5. If the Service Provider provides Digital Content continuously over a period of time, such Content should be in conformity with the Contract throughout the period of its supply in accordance with the Contract.

6.7. Bringing Digital Content into conformity with the Contract

1. If the Digital Content lacks conformity with the Contract for the supply of Digital Content, the Consumer or Entrepreneur with the rights of the Consumer may demand that the Digital Content be brought into conformity with the Contract.
2. If it is impossible to bring the Digital Content into conformity with the Contract or would require excessive costs for the Service Provider, the Service Provider may refuse to bring the Digital Content into conformity with the Contract.
3. The Service Provider shall bring the Digital Content into conformity with the Contract within a reasonable time, not longer than 21 calendar days, from the moment it was informed by the Consumer or the Entrepreneur with the rights of the Consumer about the lack of conformity of the Digital Content with the Contract, and without any significant inconvenience to the Consumer or the Entrepreneur with the rights of the Consumer, taking into account the nature of the Digital Content and the purpose for which it is used.
4. The costs of bringing the Digital Content into conformity with the Contract shall be borne by the Service Provider.

6.8. Price reduction or withdrawal from the Contract in the event of lack of conformity of the Digital Content with the Contract

1. If the Digital Content does not conform with the Contract, the Consumer or Entrepreneur with the rights of the Consumer may submit a declaration of a reduction in the Price or withdrawal from of the Contract when:
 - The Service Provider has refused to bring the Digital Content into conformity with the Contract in accordance with point 6.7, paragraph 2;
 - the Service Provider has failed to bring the Digital Content into conformity with the Contract;
 - the lack of conformity of the Digital Content with the Contract appears despite the Service Provider's attempt to bring the Digital Content into conformity with the Contract;

- the lack of conformity of the Digital Content with the Contract is of such a serious nature as to justify a reduction in the Price or withdrawal from the Contract without first using the means referred to in point 6.7, paragraph 1;
 - the Service Provider has declared, or it is clear from the circumstances, that the Service Supplier will not bring the Digital Content into conformity with the Contract within a reasonable time or without significant inconvenience to the Consumer or Entrepreneur with the rights of the Consumer.
2. The reduction in Price shall be proportionate to the decrease in the value of the Digital Content which was supplied to the Consumer or Entrepreneur with the rights of a Consumer compared to the value that the Digital Content would have if it were in conformity. If the Digital Content is supplied in parts or continuously over a period of time, the reduction in Price applies to the period of time during which the Digital Content was not in conformity.
 3. The Service Provider is obliged to return the Price due to the Consumer or Entrepreneur with the rights of a Consumer immediately, no later than within 14 calendar days from the date of receipt of the statement of the Consumer or Entrepreneur with the rights of a Consumer about the reduction of the Price.
 4. A Consumer or an Entrepreneur with the rights of a Consumer may not withdraw from the Contract if the Digital Content is supplied in exchange for payment of the Price and the lack of conformity of the Digital Content with the Contract is minor. The burden of proof with regard to whether the lack of conformity is minor is on the Service Provider.

6.9. Settlement with the Consumer or Entrepreneur under the rights of the Consumer in the event of withdrawal from the Contract

1. In a situation where a User who is a Consumer or an Entrepreneur with Consumer rights withdraws from the Contract:
 - under the rights arising from the consumer warranty for the lack of conformity of the Digital Content with the Contract;
 - in the event of failure to supply the Digital Content by the Service Provider, despite the User's request, the provisions of this point shall apply to settlements between the parties.
2. If the Service Provider has supplied the Digital Content on a tangible medium, they may request the return of this medium no later than within 14 calendar days from the day on which the Service Provider is informed of the decision to withdraw from the contract, and the Consumer or Entrepreneur with the rights of the Consumer is obliged to return the medium immediately, no later than within 21 calendar days, at the expense of the Service Provider.
3. If the Service Provider provides Digital Content continuously over a period of time and this Content was in conformity with the Contract during a certain period preceding its

withdrawal, the Service Provider is obliged to refund only part of the Price paid by the Consumer or Entrepreneur with the rights of the Consumer, in proportion to the period during which the Digital Content was in conformity with the Contract, and part of the Price paid in advance for the remaining duration of the Contract if it had not been withdrawn.

4. The Service Provider is obliged to return the Price due to the Consumer or the Entrepreneur with the rights of a Consumer immediately, no later than within 14 calendar days from the date of receipt of the declaration of withdrawal from the Contract for the supply of Digital Content by the Consumer or the Entrepreneur with the rights of a Consumer.
5. The Service Provider shall refund the due Price using the same method of payment as used by the Consumer or the Entrepreneur with the rights of a Consumer, unless the Consumer or the Entrepreneur with the rights of a Consumer has expressly agreed to another method of refund that does not involve any costs for them.

7. Complaint procedure

1. Each User has the right to file a complaint in matters related to the functioning of the Website or the performance of the Contract for the supply of Digital Content or the supply of Electronic Services. In order to facilitate the Consumer or Entrepreneur with the rights of the Consumer in exercising the rights related to the Service Provider's liability for the conformity of the Digital Content with the Contract, the Service Provider has prepared a sample complaint form that the Consumer or Entrepreneur with the rights of the Consumer may use. The template is available at <https://ynithe.com/terms-and-conditions/>.
2. Complaints should be reported to the Service Provider via e-mail to contact@ynithe.com.
3. User complaints will be considered on an ongoing basis, but no later than within 14 calendar days from the date of receipt of the complaint by the Service Provider.
4. The response to the complaint will be sent to the User using the contact details provided by them when submitting the complaint.
5. If the Service Provider has not supplied the Digital Content in accordance with the Contract, the User may file a complaint in which they request the service provider to supply the Digital Content. If, despite this request, the Service Provider fails to supply the Digital Content immediately or within an additional period agreed between the parties, the User may withdraw from the Contract. The User may withdraw from the Contract without requesting the service provider to supply the Digital Content when:
 - it will be clear from the Service Provider's statement or the circumstances that the Service Provider will not supply the Digital Content;

- the parties agreed or it clearly follows from the circumstances of concluding the Contract that the specified deadline for supply of the Digital Content was of material importance to the User and the Service Provider failed to supply the Content within that deadline.

8. Out-of-court methods for handling complaints and pursuing claims

1. The Service Provider consents to out-of-court dispute resolution methods.
2. The Consumer has the option of using out-of-court methods for handling complaints and pursuing claims:
 - to apply to a permanent consumer arbitration court with a request to adjudicate a dispute stemming from a concluded Contract;
 - to apply to the provincial inspector of the Trade Inspection with a request to instigate mediation proceedings regarding the amicable settlement of the dispute between the Consumer and the Service Provider;
 - to use the assistance of the district (municipal) consumer ombudsmen or a social organization whose statutory tasks include consumer protection,
 - to use the [ODR \(Online Dispute Resolution\) platform](#), which serves to resolve disputes between Consumers and Entrepreneurs seeking out-of-court resolution of a dispute concerning contractual obligations arising from an online sales contract or a service contract.
3. Detailed information on out-of-court complaint and claim settlement procedures can be found on the website of the [Office of Competition and Consumer Protection](#).

9. Intellectual property

1. All content contained on the Website, Digital Content, elements of Digital Content and content available to subscribers of the Newsletter Service may constitute works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws 1994, No. 24, item 83, as amended), to which the copyright belongs to the Service Provider or other authorized entities.
2. Exploitation of content covered by copyright or use of databases by the User without the consent of the Service Provider or other authorized entity, except for use within the framework of permitted use, constitutes a violation of intellectual property rights and may result in civil or criminal liability.

10. Personal data and cookies

1. The administrator of the User's personal data is the Service Provider.
2. The Website uses cookies technology.
3. Detailed information related to the processing of personal data and the use of cookies is described in the [Privacy and Cookies Policy](#).

11. Final provisions

1. The Service Provider reserves the right to modify the Terms and Conditions for important reasons (e.g. changes in legal regulations, business changes or technological changes).
2. For Contracts concluded before the amendment of the Terms and Conditions, the regulations in force at the time of conclusion of the contract shall apply.
3. In the case of Contracts concerning Electronic Services, at least 14 calendar days before the planned entry into force of the modified Terms and Conditions, they will be made available and maintained on the Website. Within the period referred to in the preceding sentence, an appropriate message about the change in the Terms and Conditions will be displayed on the Website, and the User will receive a message with the changed version of the Terms and Conditions to the e-mail address associated with the given Electronic Service. The User will have to take an active step to accept the changed Terms and Conditions. If the User does not agree to the change in the Terms and Conditions, they may, without incurring any additional costs, resign from further use of the Website or Services.
4. Contracts concluded via the Website are concluded in accordance with Polish law.
5. In the event of any inconsistency of any part of the Terms and Conditions with applicable law, the relevant provisions of Polish law shall apply instead of the disputed provision of the Terms and Conditions.
6. Any provisions of the Terms and Conditions that are less favorable to the Consumer than the provisions of the consumer's country of origin shall be null and void and, in their place, corresponding provisions of the consumer's country of origin shall be applied.
7. The current version of the Terms and Conditions is effective from 24 October 2024.