Terms and Conditions of the Online Store www.namalujse.pl

This is an English translation of the Polish Terms and Conditions (Regulamin). If the two versions differ, the Polish version applies.

1. General provisions

1.1. The Online Store at www.namalujse.pl is run by Benjamin Koziołek, a sole trader doing business as BENJAMIN KOZIOŁEK B.K. GAMES & FUN, registered in the Polish Central Register of Business Activity (CEIDG). Business address and address for letters: ul. Karmelicka 50/2, 31-128 Kraków, Poland. Tax ID (NIP): 6751681498. Business ID (REGON): 381981103. Email: namalujsecafe@gmail.com.

1.2. These Terms apply to both consumers and businesses that use the Online Store. Section 8 applies only to businesses.

1.3. The Seller is the controller of personal data processed in the Online Store under these Terms. The purposes, scope and legal grounds for processing are set out in the Privacy Policy published on the Online Store website. The Privacy Policy also explains your rights and how the Online Store uses cookies and analytics tools. Using the Online Store, including buying, is voluntary. Giving your personal data is also voluntary, except in the cases described in the Privacy Policy (making a contract and the Seller's legal obligations).

1.4. Definitions:

- **BUSINESS DAY** – Monday to Friday, except public holidays in Poland.
- **REGISTRATION FORM** – the form in the Online Store used to create an Account.
- **ORDER FORM** – an Electronic Service: the interactive form in the Online Store used to place an Order, in particular by adding Products to the shopping cart and choosing the terms of the Sales Contract, including delivery and payment.
- **CUSTOMER** – (1) a natural person with full legal capacity, and in cases allowed by law also a natural person with limited legal capacity; (2) a legal person; or (3) an organisation without legal personality that the law gives legal capacity – who has made or intends to make a Sales Contract with the Seller.
- **CIVIL CODE** – the Polish Civil Code of 23 April 1964 (Journal of Laws 1964 No. 16, item 93, as amended).
- **ACCOUNT** – an Electronic Service: a set of resources in the Service Provider's IT system, marked with an individual login and password chosen by the Service User, which stores the data given by the Service User and information about their Orders in the Online Store.

- **NEWSLETTER** – an Electronic Service: an email service that lets Service Users automatically receive regular newsletters from the Service Provider with information about Products, news and promotions in the Online Store.
- **PRODUCT** – a movable item or a service available in the Online Store that is the subject of a Sales Contract between the Customer and the Seller.
- **TERMS** – these Terms and Conditions of the Online Store.
- **ONLINE STORE** – the Service Provider's online store at www.namalujse.pl.
- **SELLER; SERVICE PROVIDER** – Benjamin Koziołek, a sole trader doing business as BENJAMIN KOZIOŁEK B.K. GAMES & FUN, registered in the Polish Central Register of Business Activity (CEIDG), business address and address for letters: ul. Karmelicka 50/2, 31-128 Kraków, Poland, Tax ID (NIP) 6751681498, Business ID (REGON) 381981103, email: namalujsecafe@gmail.com.
- **SALES CONTRACT** – a contract for the sale of a Product made, or to be made, between the Customer and the Seller through the Online Store.
- **ELECTRONIC SERVICE** – a service provided online by the Service Provider to the Service User through the Online Store.
- **SERVICE USER** – (1) a natural person with full legal capacity, and in cases allowed by law also a natural person with limited legal capacity; (2) a legal person; or (3) an organisation without legal personality that the law gives legal capacity – who uses or intends to use an Electronic Service.
- **CONSUMER RIGHTS ACT** – the Polish Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014, item 827, as amended).
- **ORDER** – the Customer's statement, made with the Order Form, that leads directly to a Sales Contract with the Seller.

2. Electronic services in the Online Store

2.1. The Online Store offers these Electronic Services: Account and Order Form.

- **Account** – to use an Account, the Service User must take three steps: (1) fill in the Registration Form, (2) click the "Create account" button, and (3) confirm by clicking the link sent automatically to the email address they gave. In the Registration Form the Service User must give: first name and surname or company name, address (street, building/flat number, postcode, town, country), email address, phone number and password. Service Users who are not consumers must also give their company name and tax ID (NIP).
- The Account is free of charge and is provided for an unlimited time. The Service User can delete the Account at any time and without giving a reason, by sending a request to the Service Provider, in particular by email to namalujsecafe@gmail.com or by post

to ul. Karmelicka 50/2, 31-128 Kraków, Poland.

- **Order Form** – the Customer starts using the Order Form when they add the first Product to the shopping cart. The Order is placed after two steps: (1) filling in the Order Form and (2) clicking the “Order with obligation to pay” button. Until then, the Customer can change the data they entered (by following the messages and information on the Online Store website). In the Order Form the Customer must give: first name and surname or company name, address (street, building/flat number, postcode, town, country), email address, phone number, and details of the Sales Contract: Product(s), quantity, place and method of delivery, and method of payment. Customers who are not consumers must also give their company name and tax ID (NIP).
- The Order Form is free of charge. It is a one-time service and ends when the Order is placed or when the Service User stops placing the Order earlier.

2.2. Technical requirements for using the Online Store: (1) a computer, laptop or other device with internet access; (2) access to email; (3) an up-to-date web browser (for example Google Chrome, Mozilla Firefox, Safari, Microsoft Edge or Opera); (4) cookies and JavaScript turned on in the browser.

2.3. The Service User must use the Online Store lawfully and fairly, and respect the personal rights, copyright and intellectual property of the Service Provider and of other people. The Service User must give true data. The Service User must not send any illegal content.

2.4. Complaints about Electronic Services:

- Complaints about Electronic Services and other complaints about how the Online Store works (except Product complaints, described in sections 5 and 6) can be sent, for example:
  - by post to: ul. Karmelicka 50/2, 31-128 Kraków, Poland;
  - by email to: namalujsecafe@gmail.com.
- We recommend that the complaint includes: (1) what happened and when, in particular what kind of problem it was and the date; (2) what the Service User asks for; and (3) contact details. This helps us deal with the complaint faster. These are only recommendations. A complaint without them is still valid.
- The Service Provider will reply to the complaint without undue delay, and no later than 14 calendar days after receiving it.

3. How the Sales Contract is made

3.1. A Sales Contract between the Customer and the Seller is made after the Customer places an Order with the Order Form in the Online Store, as described in section 2.1.

3.2. Product prices shown on the Online Store website are in Polish zloty (PLN) and include taxes. While placing the Order, and at the moment the Customer agrees to be bound by the Sales Contract, the Online Store shows the Customer the total price of the Product including taxes, the delivery costs (including transport, delivery and postal fees) and any other costs. If these fees cannot be calculated in advance, the Customer is told that they will have to pay them.

3.3. How the Sales Contract is made with the Order Form:

- The Sales Contract is made after the Customer places an Order in the Online Store, as described in section 2.1.
- After the Order is placed, the Seller confirms without delay that it has received the Order and accepts it.
- The Seller sends this confirmation by email to the address the Customer gave when placing the Order. The email states at least that the Seller has received and accepted the Order, and confirms that the Sales Contract has been made. The Sales Contract is made when the Customer receives this email.

3.4. The content of the Sales Contract is recorded, secured and made available to the Customer by: (1) publishing these Terms on the Online Store website and (2) sending the Customer the email described in section 3.3. The content of the Sales Contract is also recorded and secured in the Seller's IT system.

4. Payment methods

4.1. The Seller offers the following payment method for the Sales Contract:

- online payment through Przelewy24.

4.2. Card payments are handled by PayPro SA Agent Rozliczeniowy, ul. Pastelowa 8, 60-198 Poznań, Poland, registered in the National Court Register (KRS) kept by the District Court Poznań Nowe Miasto i Wilda in Poznań, 8th Commercial Division, under KRS number 0000347935, Tax ID (NIP) 7792369887, Business ID (REGON) 301345068.

5. Product complaints

5.1. The Seller is responsible to the Customer if a sold Product has a physical or legal defect (statutory warranty, in Polish "rękojmia"). The rules and scope of this responsibility are set out in Polish law, in particular in the Civil Code (Articles 556–576).

5.2. The Seller must deliver the Product to the Customer without defects. Detailed information about the Seller's responsibility for defects and about the Customer's rights is available on the Online Store website in the "Complaints" section.

5.3. The Customer can make a complaint, for example:

- by post to: ul. Karmelicka 50/2, 31-128 Kraków, Poland;
- by email to: namalujsecafe@gmail.com.

5.4. We recommend that the complaint includes: (1) what the problem is and when it happened, in particular what kind of defect it is and the date it appeared; (2) what the Customer asks for – repair or replacement of the Product, or a statement that they want a lower price or want to withdraw from the Sales Contract; and (3) contact details. This helps the Seller deal with the complaint faster. These are only recommendations. A complaint without them is still valid.

5.5. The Seller will reply to the complaint without undue delay, and no later than 14 calendar days after receiving it. If a consumer asked for a replacement or for the defect to be removed, or asked for a lower price and said how much lower, and the Seller does not reply within 14 calendar days, the request is treated as accepted.

5.6. A Customer who uses their statutory warranty rights must deliver the defective Product to: ul. Karmelicka 50/2, 31-128 Kraków, Poland. If the Customer is a consumer, the Seller pays the cost of delivery. If the Customer is not a consumer, the Customer pays this cost. If delivering the Product would be very difficult because of what the Product is or how it was installed, the Customer must make the Product available to the Seller where it is.

6. Out-of-court complaint and dispute resolution

6.1. Detailed information about how consumers can use out-of-court ways of handling complaints and claims, and how to access them, is available on the website of the Polish Office of Competition and Consumer Protection (UOKiK): https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php.

6.2. The President of UOKiK also runs a contact point (phone: +48 22 55 60 333, email: kontakt.adr@uokik.gov.pl, address: Pl. Powstańców Warszawy 1, Warsaw, Poland). One of its tasks is to help consumers with out-of-court resolution of consumer disputes.

6.3. Examples of out-of-court options for consumers: (1) a request to a permanent consumer arbitration court (more information: http://www.spsk.wiih.org.pl/); (2) a request to the regional Trade Inspection inspector for out-of-court resolution of the dispute (more information on the website of the inspector for the place where the Seller does business); and (3) help from a local consumer ombudsman or a consumer organisation (for example Federacja Konsumentów or Stowarzyszenie Konsumentów Polskich). Advice is available, among other ways, by email at porady@dlakonsumentow.pl and on the consumer helpline 801 440 220 (open on Business Days, 8:00–18:00, calls charged at the operator's rate).

6.4. The EU online dispute resolution platform (ODR platform) is available at http://ec.europa.eu/consumers/odr. It is an interactive website in many languages with a single point of contact for consumers and businesses who want to resolve, out of court, a dispute about obligations under an online sales contract or service contract (more information on the platform itself or on the UOKiK website: https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php).

7. Right to withdraw from the contract

7.1. A consumer who has made a distance contract (for example online) can withdraw from it within 14 calendar days, without giving a reason and without any costs, except the costs listed in section 7.8. It is enough to send the withdrawal statement before the deadline. The statement can be sent, for example:

- by post to: ul. Karmelicka 50/2, 31-128 Kraków, Poland;
- by email to: namalujsecafe@gmail.com.

7.2. A model withdrawal form is set out in Annex 2 to the Consumer Rights Act. It is also in section 11 of these Terms and on the Online Store website in the “Withdrawal from the contract” section. The consumer can use the form, but does not have to.

7.3. The 14-day period starts:

- for a contract under which the Seller hands over a Product and must transfer its ownership (for example a Sales Contract) – on the day the consumer, or a person they name (other than the carrier), takes possession of the Product. If the contract: (1) covers several Products delivered separately, in batches or in parts – on the day they take possession of the last Product, batch or part; or (2) covers regular delivery of Products for a fixed time – on the day they take possession of the first Product;
- for all other contracts – on the day the contract is made.

7.4. If the consumer withdraws from a distance contract, the contract is treated as if it had never been made.

7.5. The Seller must refund all payments made by the consumer, including the cost of delivering the Product, without undue delay and no later than 14 calendar days after receiving the consumer’s withdrawal statement. This does not include extra costs from a delivery method chosen by the Customer that is more expensive than the cheapest standard delivery offered in the Online Store. The Seller makes the refund using the same payment method the consumer used, unless the consumer clearly agreed to another method that costs them nothing. If the Seller has not offered to collect the Product from the consumer, it can wait with the refund until it receives the Product back or until the consumer proves that they sent it back, whichever happens first.

7.6. The consumer must return the Product to the Seller, or hand it to a person the Seller has authorised to collect it, without undue delay and no later than 14 calendar days after the day they withdrew from the contract, unless the Seller has offered to collect the Product itself. It is enough to send the Product back before the deadline. The consumer can return the Product to: ul. Karmelicka 50/2, 31-128 Kraków, Poland.

7.7. The consumer is responsible for any loss in the Product's value caused by using it in a way that goes beyond what is needed to check its nature, features and how it works.

7.8. Costs the consumer may have to pay when withdrawing from the contract:

- If the consumer chose a delivery method other than the cheapest standard delivery offered in the Online Store, the Seller does not have to refund the extra cost.
- The consumer pays the direct cost of returning the Product.
- If the Product is a service and, at the consumer's clear request, the service started before the withdrawal period ended, a consumer who then withdraws must pay for the part of the service provided up to the moment of withdrawal. This amount is calculated in proportion to the part of the service provided, based on the price agreed in the contract. If the agreed price is too high, the amount is based on the market value of the service provided.

7.9. The consumer has no right to withdraw from a distance contract in these cases: (1) a contract for services, if the Seller has fully provided the service with the consumer's clear consent, and the consumer was told before the start that they would lose the right to withdraw once the service was provided; (2) a contract where the price depends on changes in the financial market that the Seller does not control and that may happen before the withdrawal period ends; (3) a contract for a Product that is not ready-made, that is made to the consumer's specification, or that meets the consumer's personal needs; (4) a contract for a Product that goes off quickly or has a short shelf life; (5) a contract for a Product delivered in a sealed package that cannot be returned for health or hygiene reasons once opened, if the package was opened after delivery; (6) a contract for Products that, because of their nature, become inseparably mixed with other items after delivery; (7) a contract for alcoholic drinks whose price was agreed when the Sales Contract was made, which can be delivered only after 30 days, and whose value depends on market changes the Seller does not control; (8) a contract where the consumer clearly asked the Seller to come to them for urgent repairs or maintenance – but if the Seller provides other services than those requested, or delivers Products other than spare parts needed for the repair or maintenance, the consumer can withdraw from the contract for those extra services or Products; (9) a contract for sound or video recordings or computer software delivered in a sealed package, if the package was opened after delivery; (10) a contract for newspapers, periodicals or magazines, except subscriptions; (11) a contract made at a public auction; (12) a contract for accommodation services other than for

residential purposes, transport of goods, car rental, catering, or services related to leisure, entertainment, sports or cultural events, if the contract sets a specific date or period for the service; (13) a contract for digital content not supplied on a physical medium, if the service started with the consumer's clear consent before the withdrawal period ended, after the Seller told them they would lose the right to withdraw.

8. Provisions for businesses

8.1. This section applies only to Customers and Service Users who are not consumers.

8.2. The Seller can withdraw from a Sales Contract with a Customer who is not a consumer within 14 calendar days after the contract was made. The Seller does not have to give a reason, and the Customer has no claims against the Seller because of this.

8.3. For Customers who are not consumers, the Seller can limit the available payment methods, including asking for full or partial payment in advance, whatever payment method the Customer chose and even if the Sales Contract has already been made.

8.4. When the Seller hands the Product to the carrier, all benefits and burdens connected with the Product, and the risk of accidental loss or damage, pass to the Customer who is not a consumer. The Seller is not responsible for loss, shortage or damage to the Product from the moment the carrier accepts it until it is handed to the Customer, or for delays in delivery.

8.5. If the Product is sent by a carrier, the Customer who is not a consumer must check the parcel in the time and way usual for such parcels. If the Customer finds that the Product was lost in part or damaged during transport, they must take all steps needed to establish the carrier's responsibility.

8.6. Under Article 558 § 1 of the Civil Code, the Seller's statutory warranty (rękojmia) for Products is excluded for Customers who are not consumers.

8.7. For Service Users who are not consumers, the Service Provider can end the contract for an Electronic Service with immediate effect and without giving a reason, by sending a statement to the Service User.

8.8. The responsibility of the Service Provider/Seller towards a Service User/Customer who is not a consumer, whatever its legal basis, is limited – for a single claim and for all claims together – to the price paid and the delivery costs under the Sales Contract, and to no more than PLN 1,000 (one thousand Polish zloty). The Service Provider/Seller is responsible only for typical damage that could be foreseen when the contract was made, and is not responsible for lost profits.

8.9. Any disputes between the Seller/Service Provider and a Customer/Service User who is not a consumer will be decided by the court that has jurisdiction for the Seller's/Service Provider's registered place of business.

9. Final provisions

9.1. Contracts made through the Online Store are made in Polish.

9.2. Changes to these Terms:

- The Service Provider can change these Terms for important reasons, namely: changes in the law, or changes in payment or delivery methods, to the extent these changes affect how these Terms are applied.
- For contracts of a continuing nature made under these Terms (for example the Account), the changed Terms bind the Service User if the requirements of Articles 384 and 384[1] of the Civil Code are met – that is, if the Service User was properly informed about the changes and did not end the contract within 14 calendar days of being informed. If the change introduces new fees or raises existing ones, a Service User who is a consumer has the right to withdraw from the contract.
- For contracts that are not of a continuing nature (for example a Sales Contract), changes to these Terms will not affect the rights that consumers had before the changes came into force. In particular, changes will not affect Orders already being placed or already placed, or Sales Contracts already made, being carried out or completed.

9.3. For all matters not covered by these Terms, Polish law applies, in particular: the Civil Code; the Polish Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws 2002 No. 144, item 1204, as amended); for Sales Contracts with consumers – the Polish Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014, item 827, as amended); and other applicable laws.

10. Special events - photos and video

10.1. During special events held at Namalujse Café - Paint & Coffee, ul. Karmelicka 27, Kraków, photos and videos may be taken by a photographer or videographer working for the Seller or by the café staff.

10.2. The photos and videos may be used to promote and market Namalujse Café - Paint & Coffee, in particular on www.namalujse.pl, on social media (including Instagram, Facebook and TikTok) and in advertising materials.

10.3. By taking part in a special event, the participant acknowledges that they may appear in photos or videos and consents to the free use of their image for the purposes described in section 10.2. An adult who attends with a child also gives this consent on behalf of the child in their care.

10.4. A participant who does not want to be photographed or filmed can tell the staff before or during the event. We will do our best to make sure their image is not recorded or shown in published materials.

10.5. Consent can be withdrawn at any time by writing to namalujsecafe@gmail.com. After that, we will remove materials showing the participant from our channels where technically possible. Withdrawing consent does not affect the lawfulness of earlier publications.

10.6. The controller of personal data, including image, is the Seller. Details of how this data is processed are set out in the Privacy Policy.

11. Model withdrawal form

(Annex 2 to the Polish Consumer Rights Act)

Model withdrawal form (fill in and send this form only if you want to withdraw from the contract)

- To: Namalujse Café - Paint & Coffee (BENJAMIN KOZIOŁEK B.K. GAMES & FUN), ul. Karmelicka 50/2, 31-128 Kraków, Poland, namalujsecafe@gmail.com, www.namalujse.pl
- I/We(*) hereby give notice that I/we(*) withdraw from my/our(*) contract of sale of the following goods(*) / contract for the delivery of the following goods(*) / contract for the work of making the following goods(*) / contract for the provision of the following service(*)
- Date the contract was made(*) / date of receipt(*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is sent on paper)
- Date

(*) Delete as appropriate.