Online Shop Regulations - www.easygifts.com.pl

I. General Terms and Conditions

1. These Regulations define the general terms and conditions as well as electronic methods of providing Services and selling goods via the B2B Online Shop **www.easygifts.com.pl**. The shop is run by PCM Sp. z o.o. EASY GIFTS Sp.k., located in Byków at ul. Wrocławska 41, 55-095 Mirków, registered by the District Court for Wrocław-Fabryczna in Wrocław, VI Economic Department of the National Court Register, KRS 0000457282, NIP 8961447858, REGON 020635065, BDO 000015824,, hereinafter referred to as the Seller.

2. These Regulations are addressed to Entrepreneurs within the meaning of the Civil Code, excluding natural persons running a sole proprietorship for whom the Contract for the Provision of Services or Sale by Electronic Means is directly connected with their business activity, but is not of a professional nature, resulting in particular from the subject of their business, made available via the provisions on the Central Registration And Information On Business (CeiDG).

3. The Seller is contacted by:
    a. E-mail address: biuro@easygifts.pl;
    b. Phone : 48 713152330;
    c. Contact Form available on the online shop website

4. These Regulations are constantly available on the website www.easygifts.com.pl, in a way that makes it possible to obtain, reproduce and record their content by printing or saving on a storage medium at any time.

5. The Seller informs that the use of Services provided electronically may involve for each Internet user a risk of introducing malicious software into the Customer's IT system and obtaining and modifying their data by unauthorized persons. To avoid the above-mentioned risks and threats, the Customer should use appropriate technical measures to minimize their occurrence, in particular anti-virus programmes and a firewall.

II. Definitions

The terms used in these Regulations mean as follows:

1. **Working days** – days from Monday to Friday, excluding public holidays;
2. **Customer** – entrepreneur within the meaning of Art. 43 [1] of the Civil Code, with the exception of natural persons running a sole proprietorship for whom the Contract for the Provision of Services or Sale by Electronic Means is directly connected with their business activity, but is not of a professional nature, resulting in particular from the subject of their business, made available via the provisions on the Central Registration And Information

On Business, conducting advertising and marketing business;

3. **Civil Code** – Act of April 23, 1964 (Journal of Laws No. 16, item 93, as amended);
4. **Account** – a part of the Online Shop allocated to a particular Customer, through which the Customer can perform specific activities within the Online Shop;
5. **Carrier** – entity or person delivering the Goods ordered by the Customer**;**
6. **Regulations** – this document;
7. **Goods** – a product presented in the Online Shop along with its description;
8. **Sales Contract** - contract on the sale of goods within the meaning of the Civil Code, concluded between the Seller and the Customer;
9. **Services** – services provided by the Seller to Customers electronically under the provisions of the Act of July 18, 2002 on providing services by electronic means (Journal of Laws No. 144, item 1204, as amended);
10. **Act on the Provision of Services by Electronic Means** – Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws No. 144, item 1204, as amended)
11. **Account Manager** – an employee or a co-worker of the Seller appointed to contact the Customer. The Account Manager's details are available in the My Profile section after logging in;
12. **Order** – the Customer's declaration of will, aimed directly at concluding a Sales Contract, specifying in particular the type and number of the Goods.

III. Rules of Using the Online Shop

1. Using the Online Shop is possible provided that the IT system used by the Customer meets the following minimum technical requirements:
   a. computer or mobile device with Internet access,
   b. access to e-mail,
   c. Microsoft Edge web browser version 42.x or newer, Firefox version 48.0 or newer, Chrome version 50 or newer, Opera version 50 or newer, Safari version 10.x. or newer,
   d. enabling Cookies and Javascript in the web browser.
2. Using the Online Shop means any activity on the part of the Customer that leads to their becoming familiar with the content of the Shop.
3. In particular, the Customer is obliged:

a. not to provide or spread any content prohibited by law, e.g. promoting violence, defaming or violating personal rights and other rights of third parties,
b. to use the Online Shop in a way that does not interfere with its functioning, in particular by using specific software or devices,
c. not to take actions such as: sending or placing within the Online Shop unsolicited commercial information (spam),
d. to use the Online Shop in a way that is not inconvenient for other Customers and for the Seller,
e. to use all content posted in the Online Shop only for their own personal use,
f. to use the Online Shop in a manner consistent with the provisions of law applicable on the territory of the Republic of Poland, provisions of these Regulations, as well as with general rules for using the Internet.

IV. Services

1. The Seller enables via the Online Shop the use of free Services provided by the Seller 24 hours a day, 7 days a week.
2. The Account service in the Online Shop is available after registration. Registration takes place by completing and accepting the registration form available on one of the pages of the Online Shop. The contract for the provision of the service consisting in maintaining an Account in the Online Shop is concluded for an indefinite period and is terminated when the Customer sends a request for the Account to be deleted.
3. The Customer receives from the Seller a hyperlink to the registration form in a message sent by e-mail or uses the link available on the website www.easygifts.com.pl, after prior notification to the Seller of the willingness to establish cooperation.
4. After completing the registration, the Seller verifies the subject of the Customer's business activity and then sends confirmation of creating an Account in the Shop.
5. The Customer may send to the Seller a request to prepare a free Visualization, using the Visualization form (hereinafter referred to as the "Visualization Form"). The contract for the provision of the Service consisting in sending a request to prepare a Visualization is concluded for a fixed period and terminates when the Customer uses the dedicated button.
6. The Customer has the option of receiving commercial information from the Seller in the form of messages sent to the e-mail address provided by the Customer (Newsletter Service). For this purpose, the Customer must provide a valid e-mail address or activate the appropriate field in the Registration form or the Order form. The Customer may withdraw their consent to sending commercial information at any time. The contract for the provision of the Newsletter Service is concluded for an indefinite period and is terminated when the Customer sends a request to have their e-mail address removed from the Newsletter subscription or unsubscribes using the link included in the content of the message sent as part of the Newsletter Service.
7. The Customer has the option of sending messages to the Seller using the contact form. The contract for the provision of the Service consisting in providing an interactive form enabling Customers to contact the Seller is concluded for a fixed period and terminates when the Customer sends a message.
8. The Customer may send messages to the Seller using the "Ask about the product" form available on every product page for each Goods. The contract for the provision of the Service consisting in providing an interactive "Ask about the product" form enabling Customers to contact the Seller regarding Goods is concluded for a fixed period and terminates when the Customer sends the message.
9. The Customer may send messages to the Seller using the "Direct Asia" contact form available on every product page for each Goods. The contract for the provision of the Service consisting in providing an interactive "Asia Direct" form enabling Customers to contact the Seller regarding Goods is concluded for a fixed period and terminates when the Customer sends the message.
10. The Seller has the right to occasionally organize contests and special offers, the terms of

which will each time be provided on the Shop website. Special offers in the Online Shop cannot be combined with other offers, unless the Regulations of a given promotion provide otherwise.

11. In the case the Customer violates the provisions of these Regulations, the Seller, after an ineffective request to stop or remove the violations, and setting an appropriate deadline, may terminate the contract for the provision of Services with a 14-day notice period.

V. Visualization

1. For the purposes of these Regulations, a Visualization is a project of personalized Goods prepared in accordance with the Customer's guidelines.
2. The visualization is prepared free of charge by the Seller at the Customer's request sent to the Seller via the Visualization Form or sent to the Account Manager.
3. The visualization is sent to the Customer via e-mail, within the time limits specified by the Seller on the Shop website or by the Account Manager via e-mail.
4. By sending the Visualization to the Customer, the Seller grants the Customer a free of charge and non-exclusive License to use the Visualization for an indefinite period (hereinafter referred to as: "Subject of the License"). The Seller grants the Customer a License to use the Subject of the License in the following fields of use:
    a. entering into the memory of the Customer's computer.
5. The Customer is not entitled to grant sublicenses with regards to the Licenses granted in accordance with this section of the Regulations.
6. One product visualization with marking is free of charge; every next visualization is subject to charge.

VI. Procedure for the Validity of the Sales Contract

1. Information about the Goods provided on the Shop website, in particular their descriptions, technical and operational parameters and prices, constitute an invitation to conclude a Contract, within the meaning of Art. 71 of the Civil Code.
2. All Goods available in the Online Shop are brand new, consistent with the Contract and have been legally introduced to the Polish market.
3. Activities aimed at concluding the Contract, and in particular placing an Order, may only be performed by persons duly authorized to act on behalf of the Customer. It is assumed that the person placing the Order is the person authorized by the Customer to perform these activities.
4. To place an Order, the Customer is required to have an active e-mail account as well as a registered Account in the Shop and they are required to log in to it.
5. In the case the Order is placed via the Order form available on the Online Shop website, the Order is submitted to the Seller by the Customer in electronic form and constitutes an offer to conclude a Sales Contract for the Goods that are the subject of the Order. An offer

submitted in electronic form is binding on the Customer if the Seller sends Order confirmation to the e-mail address provided by the Customer, which constitutes the Seller's declaration of acceptance of the Customer's offer and upon its receipt by the Customer, a Sales Contract is concluded.

6. Placing an Order in the Online Shop by phone, by sending an e-mail or by sending a message via the Contact form takes place on business days and hours indicated on the Online Shop website. For this purpose, the Client should:
    a. provide during a telephone conversation, in the content of an e-mail or in the content of a message sent via the Contact form addressed to the Seller, the name of the Goods from among the Goods available on the Shop website and its quantity,
    b. specify the delivery method and payment method from among the delivery and payment methods provided on the Shop website,
    c. provide the data needed to complete the Order, in particular: name and surname, place of residence and e-mail address.
7. Information on the total value of the Order as referred to in the paragraph above is each time provided by the Seller orally after completing the entire Order or by sending an e-mail with the said information as well as information that by concluding a Sales Contract the Customer is obliged to pay for the ordered Goods. At this moment a Sales Contract is concluded.
8. After concluding the Sales Contract, the Seller confirms its terms to the Customer by emailing them to the Customer's e-mail address or sending them in writing to the address provided by the Customer.
9. In the case of some Goods presented in the Shop, it is possible to personalize them by adjusting the colours, placing a sticker, adding an engraving on the Goods or marking the Goods using a method agreed between the Customer and the Seller, in accordance with the Customer's design or indication. Information about the possibility of customizing the Goods by the Customer, as discussed in the previous sentence, is each time provided in the description of the Goods. At the Customer's request, the Seller may prepare a design of possible colours, stickers, engravings or marking pattern to be placed on the Goods.
10. Placing an Order for personalized Goods according to the Customer's guidelines is possible in accordance with the procedure indicated in paragraphs 5 - 8 above. For this purpose, the Customer should provide in the Order form referred to in paragraph 5 above or in the content of the e-mail referred to in paragraph 6, the necessary parameters or a Visualization of the colours, sticker, engraving or marking pattern to which the product is to be adjusted. On the Shop website, the Seller may provide guidelines as to in what form the Customer should send a Visualization of the colours, stickers, engravings or marking patterns to which the Goods are to be adjusted. In addition, the Seller is entitled to ask the

Customer questions in order to determine the appearance of the Goods so that it reflects the specifications indicated by the Customer.

11. In the case of personalization consisting in marking of the Goods, after placing an Order for the Goods personalized by marking, the Seller creates a design or Visualization of the Goods within 3 business days, counted from the date of receiving the instructions from the Customer. The Seller send the said design or Visualisation to the Customer via e-mail for acceptance. The Customer accepts the design or Visualization within 3 business days from the date of its submission and has the right to submit corrections.
12. By sending the guidelines or their own visualization referred to in paragraph 11 above, the Customer grants the Seller a non-transferable, non-exclusive and territorially unlimited license to complete the Order and to use the sent material by recording, entering it into the computer's memory, entering it into the computer network, entering it into the Internet, copying it and making the colours, stickers, engravings, marking patterns or their visualization available in IT and ICT networks, including the Internet, also in such a way that everyone has access to them at a place and time of their choosing. The granted license includes the right to sublicense, including the right to authorize other persons to use the materials sent by the Customer within the scope of the granted license.
13. By sending the guidelines or visualization referred to in paragraph 11 above, the Customer declares that they have the copyright to the materials sent, that the rights of third parties will not be violated by sending these materials, that the sent materials are not encumbered with any claims or other rights of third parties, and that they are fully entitled to grant to the Seller the license referred to in paragraph 12 above.
14. The Sales Contract is concluded in Polish, English or Russian, and its content is consistent with the Regulations.
15. The Seller reserves the right to refuse to process the Order placed by the Customer, in particular when the Order does not contain all relevant data, when the Customer is late with any payment to the Seller or for other reasons indicated by the Seller.
16. The Seller will inform the Customer about the refusal to process the Order, regardless of the reason, by phone or e-mail.
17. The Seller may withdraw from the Contract in whole or in part at any time. In the case the Order is fulfilled in parts, the withdrawal has effect only in relation to the part of the Order that has not been fulfilled, and in particular, which has not been given out to the Carrier, unless the Seller's declaration of withdrawal from the Contract states otherwise.
18. The Seller sends a declaration of withdrawal from the Contract by e-mail to the e-mail address provided by the Customer in the Order.

VII. Delivery

1. Delivery of the Goods is payable as per the terms and in the amount specified in the Order.

2. Delivery of the Goods is made to the address indicated by the Customer when placing the Order.
3. Goods are delivered by the Carrier, i.e. via a courier company. In addition to the delivery by the Carrier, the Customer may also collect the Goods at the Seller's personal pickup point.
4. If for different parts of the Order different periods of completion are agreed, the longest period among those provided applies to the entire Order.
5. Upon delivery of the Goods that are the subject of the Order to the Carrier, the benefits and burdens related to the item and the risk of accidental loss or damage to the item are transferred to the Customer.
6. Delivery is made on business days. The Seller may individually arrange delivery with the Customer also on days other than business days.
7. Delivery of the Goods will take place on the date indicated by the Seller.
8. After the delivery of the Goods, the Customer is obliged to check their condition. If there is damage or other reservations regarding the Goods established during receipt of the Goods, an objection report must be prepared in the presence of the Carrier, specifying precisely the number and type of the Goods and the damage, in accordance with the procedure established by the given Carrier.
9. The Seller is not responsible for the actions of the Carrier.
10. The Seller is not liable for any damage resulting from incorrect or incomplete data provided by the Customer when placing the Order, or caused by incorrectly providing contact details or the pickup address.
11. It is assumed that the person receiving the Goods on behalf of the Customer is the person authorized by them to accept the delivery and sign the delivery document on their behalf, as well as to perform other related activities.
12. In the case the Customer fails to pick up the Ordered Goods once, if they were delivered by the Carrier, the Seller may, at their discretion, set the Customer a different date for pick up or delivery of the Order, or may terminate the Contract with the Customer immediately, or may withdraw from the Contract, on the terms set out in these Regulations. In addition, the Customer is obliged to pay the costs incurred by the Seller on account of their failure to collect the Goods referred to in this paragraph and the cost of shipping the Goods.
13. The Customer undertakes to pay all costs incurred by the Seller on account of the Customer's failure to collect the ordered Goods.
14. The Seller is not liable for any damage incurred by the Customer as a result of waiting for loading when the transport is organized by the Customer as a result of failure to meet the deadline for collecting the Goods indicated in the Order or specified by the Seller.
15. Delivery of the Goods will take place on the date indicated by the Seller.

VIII. Prices and Payment Methods

1. The prices of the Goods are given in Polish zlotys or euros at the Customer's discretion, and include all components, including VAT, customs duties and other fees.
2. The Customer may choose the following payment methods:
    a. bank transfer to the Seller's bank account (in which case, the fulfillment of the Order

will begin after the Seller sends the Order confirmation to the Customer, and the shipment will be made immediately after the funds are transferred to the Seller's bank account and the Order is completed);

b. in cash upon personal collection - payment at the Seller's personal pickup point (in which case, the Order will be processed immediately after the Seller sends the Order confirmation to the Customer, and the Goods will be given out at the Seller's personal collection point);
c. cash on delivery, payment to the Carrier upon delivery (in which case, the fulfillment of the Order and its shipment will begin after the Seller sends the Order confirmation to the Seller and completes the Order);
d. electronic payment (in which case, the fulfillment of the Order will begin after the Seller sends the Order confirmation to the Customer and after the Seller receives from the settlement agent's system information about the payment made by the Customer, and the shipment will be made immediately after completing the Order).

3. The Customer will not deduct or subtract amounts claimed or due from the Seller as part of another obligation between the Customer and the Seller or from the remuneration due to the Seller from the Customer, unless the Parties have agreed otherwise under separate arrangements.
4. The Seller has the right to suspend the fulfillment of Orders or withhold delivery of the Goods or may withdraw from the Contract in whole or in part in the event of a delay in payments by the Customer to the Seller. On account of this, the Customer is not entitled to any current or future claims for damages or lost profits that may result from the suspension of deliveries.

IX. Liability, Defects of the Goods

1. The Seller is liable to the Customer under the warranty for defects on the terms specified in Art. 556 - 576 of the Civil Code, subject to paragraph below.
2. Complaints should be sent to the Seller within 14 days from the date of delivery of the Goods, and to the following address: “PCM Sp. z o.o. EASY GIFTS Sp.k (Limited Liability Company) with its registered office in Byków at the following address: Byków, ul. Wrocławska 41, 55-095 Mirków, to the e-mail address: biuro@easygifts.pl, by phone: +48 713152330. Complaints may also be directed to the Customer's Account Manager.
3. The cost of complaint is determined individually by the Seller or the Account Manager after the Customer submits a complaint.
4. The Seller shall not be held liable, in particular in the case when the storage, transport or use of the Goods is inconsistent with the information provided in the Goods description and Goods labels.
5. The Seller's liability towards the Customer for lost profits is excluded.
6. Any liability of the Seller arising from the Sales Contract or the provision of Services to the Customer is limited to half of the amount from the last Order placed by the Customer.
7. The Customer is not entitled to any claims against the Seller for claims arising from the use of the Goods made by third parties.

8. Due to the nature of mass production and the technological processes involved, individual batches of goods may exhibit slight variations in colour shade and minor deviations in dimensions (size) compared to the photographs, visualisations or information presented in the Online Store.
9. Minor differences in colour and dimensions between individual production batches result from the nature of mass production and do not constitute a physical defect of the goods.

X. Termination of the Contract

1. Within 14 days from the date of receipt of the Goods, the Customer may submit an application to the Seller to terminate the Sales Contract (hereinafter referred to as the "Application").
2. The Seller may accept the Application after examining the Goods.
3. The Customer should return the Goods to the Seller at their own expense, to the address provided by the Customer's Account Manager.
4. After accepting the Application, the Sales Contract is terminated and the Seller, within 14 days from accepting the Application, returns the cost of the Goods to the Customer using the payment method individually agreed between the Customer and the Seller.
5. If the Application is rejected, the Seller informs the Customer about the rejection via e-mail.
6. In the case referred to in paragraph 5 above, the Customer may request that the Goods be sent back at their expense.

XI. Complaints Regarding the Provision of Electronic Services

1. The Customer may submit complaints to the Seller in connection with the functioning of the Shop and the use of the Services. Complaints may be submitted in writing to the following address: " PCM Sp. z o.o. EASY GIFTS Sp.k. (Limited Liability Company), Byków, ul. Wrocławska 41, 55-095 Mirków, to the e-mail address: marketing@easygifts.pl, telephone number: 48 713152330. In the complaint, the Customer should provide their name and surname, correspondence address, type and description of the problem.
2. The Seller is obliged to consider each complaint within 14 days from the date of its receipt. If there is any information lacking in the complaint, the Seller will request the Customer to complete it as necessary within 7 days from the date of receipt of this request by the Customer.

XII. Intellectual Property

1. The Customer is obliged not to use the Seller's trademarks or commercial symbols without the prior consent of the Seller.

2. All drawings, specifications, technical sheets, advertising materials or other materials made available by the Seller to the Customer or publicly constitute the exclusive property of the Seller. The Customer will not make changes to these materials without prior consent of the Seller.
3. The Customer, independently or on the basis of appropriate authorization, grants the Seller a free, non-exclusive and unlimited in time and territory license for the Customer's business logo for the Seller's own business purposes in the following fields of use: recording, reproducing by any technique, introducing the work into computer memory and to the computer network, public display or reproduction on the Internet, in particular on the Seller's websites.
4. The customer agrees to place the data specified above in the Seller's customer list, available, among others, on the Seller's websites.

XIII. Personal Data Protection

The personal data provided by the Customers is collected and processed by the Seller in accordance with applicable law and the Privacy Policy, available on the Shop website.

XIV. Final Provisions

1. The Customer is obliged to immediately notify the Seller of any changes in delivery addresses, authorizations, powers of attorney, under pain of recognition of validity of the correspondence being and the execution of Orders placed by previously authorized persons and the delivery to the last indicated address considered effective.
2. All rights to the Online Shop, including economic copyrights, intellectual property rights to its name, internet domain, website of the Online Shop, as well as to forms and logotypes belong to the Seller, and they may be used only in the manner specified in and in accordance with the Regulations.
3. If any of the provisions of the Regulations are to any extent recognized under the law as invalid, illegal or unenforceable, it will not affect the validity of the remaining provisions of the Regulations.
4. All matters and disputes arising from Orders or Contracts concluded between the Seller and the Customer, in particular those related to establishing the existence of a legal relationship between the Seller and the Customer, its implementation, termination, invalidation and pursuing claims for damages for non-fulfillment or improper fulfillment of the Order or Contract are subject to the exclusive jurisdiction of the competent courts of the Republic of Poland and Polish law.
5. The sole court competent to resolve any disputes arising from Contracts or the fulfillment of Orders concluded between the Seller and the Customer will be the court competent for the Seller's registered office.
6. In matters not regulated in these Regulations, the provisions of the Civil Code shall apply.

7. The content of these Regulations may be changed. Changes to the Regulations come into force on the day of their publication on the Seller's website. The changes do not apply to Orders placed before the day the Regulations enter into force.