

# Rules and Regulations of the Polish For You online store

## I GENERAL PROVISIONS

1. These Rules and Regulations set out the rules for the sale of products and services by Karolina Sołtowska, doing business under the name Polish For You Karolina Sołtowska in the online store on the Polish For You website [www.polishforyou.eu](http://www.polishforyou.eu) (hereinafter referred to as the Store).

2. The owner of the Store is Karolina Sołtowska, running her own business under the name Polish For You. Karolina Sołtowska, ul. Jeleniogórska 1/3i lok.121, 60-179 Poznań, NIP: 7772660361, email: [kontakt@polishforyou.eu](mailto:kontakt@polishforyou.eu), hereinafter referred to as the Seller.

3. The Seller operates in the Republic of Poland, but it is also possible to sell outside Poland. All Products or Services offered in the Store are physical, electronic or provided remotely, unless the parties agree otherwise or it is clearly marked in the Product/Service description.

4. The Rules and Regulations are made available free of charge on the website in a form that allows them to be obtained, reproduced, recorded and printed. Everyone may familiarize themselves with the content of these Rules and Regulations.

5. For any matter related to the operation of the Store, please contact us at the following email address: [kontakt@polishforyou.eu](mailto:kontakt@polishforyou.eu).

## II DEFINITIONS

Terms used in the regulations shall mean:

1. **Working days** - all days of the week from Monday to Friday, excluding public holidays.

2. **Commercial communication** - any information intended to promote the services, goods or image of the trader, directly or indirectly, to the exclusion of information enabling communication by electronic means with a particular person and information about goods and services not

aimed at achieving the commercial effect desired by the trader.

3. **Customer** - a natural person with full or limited legal capacity, a legal person or an organisational unit without legal personality but with legal capacity, using the Store, including in particular making purchases.

4. **Consumer** - a customer who is a natural person who, on the Rules and Regulations set out in these Rules and Regulations, uses the Online Store, including, in particular, making purchases, to the extent not directly related to their business or professional activity (pursuant to Art. 22 of the Act of 23 April 1964, Civil Code, Journal of Laws 1964.16.93).

5. **Shopping Cart** - a function of the Store that displays the Products selected by the Customer for purchase and where the Customer specifies the details of the order, such as the quantity of Products or Services, invoice details, delivery method, payment method, etc.

6. **Newsletter** - emails sent by the Seller to the email address indicated by the Customer or the User, with the latter's consent, which may contain commercial information regarding the Seller's current and future offer.

7. **Products** - the Seller's products presented and available for purchase in the Store, including in particular e-books (which may also contain files additional to the text, e.g. mp3).

8. **Rules and Regulations** - these Rules and Regulations.

9. **Online Store (Store)** - the online store operated by the Seller, located at:  
<https://www.polishforyou.eu>, where Customers can purchase the Products that are presented there.

10. **Seller** - Karolina Sołtowska, doing business under the name Polish For You. Karolina Sołtowska, ul. Jeleniogórska 1/3i lok.121, 60-179 Poznań, NIP: 7772660361, email:  
[kontakt@polishforyou.eu](mailto:kontakt@polishforyou.eu).

11. **Contract** - the contract of sale of the ordered Product(s) concluded between the Customer and the Seller online, via the Online Store.

12. **Sales Agreement** - an agreement for the sale of Products within the meaning of the Civil Code, concluded between the Seller and the Customer.

13. **Services** - Services or packages of Services provided by the Seller at times indicated or agreed with the Customer, presented and available for purchase in the Store, in particular online courses, webinars, training courses and workshops, as detailed in the Store.

14. **Service Contract** - a contract for the provision of Services by the Seller within the meaning of the Civil Code, concluded between the Seller and the Customer.

15. **User** - a natural person, a legal person or an organisational unit without legal personality who uses a service provided electronically.

### **III Services provided by electronic means**

1. The seller provides electronic services, in particular:

- a. information related to the activities of the Seller, including the presentation of the range of products in the Internet Store, enabling the purchase of Products and Services, presentation of the person and school of the Seller and the services provided by him,
- b. information and marketing content in the form of a Newsletter - if the User agrees to receive Commercial Information electronically (so-called Newsletter subscription) in the form available in the Store.
- c. Fulfillment of Customer orders for Products and Services, performance of the Sales Agreement and the Service Agreement.

2. Beginning to use the services through the Store is tantamount to accepting the Rules and Regulations. The contract for the provision of services by electronic means is concluded for an indefinite period of time:

1. in respect of the services indicated in point 3.1 (a) while using the Store,
2. in the scope of services indicated in point 3.1 (b) when the User subscribes to the Newsletter. The User may unsubscribe from the Newsletter at any time. In such case, they should click on the link received in each Newsletter unsubscribe message,
3. in respect of the services indicated in paragraph 3.1. (c) after the Order for the Product(s) or Services has been placed.

3. The use of the Store is tantamount to the User making the following statements:

1. I have voluntarily joined the Service,
2. the data I have provided on the order form is correct,
3. I agree to receive system information, messages from the Seller related to services provided through the Store as well as information about difficulties, changes or technical interruptions in the operation of the Store.

4. The Seller undertakes to provide the Services continuously and uninterruptedly, with the reservation that it shall not be liable for inability to provide the Services due to reasons beyond its control, in particular due to reasons attributable to the Internet provider, mobile network operator, damage to the device, maintenance work or consequences of force majeure or actions of third parties, etc., and reserves the right to temporarily cease providing the Services due to maintenance work or related to modification of the Store. Interruptions will last no longer than a few hours.

Breakdowns may last for more than a few hours. The Seller undertakes to proceed immediately to rectify the failure so that the User can use the Store as soon as possible. The User cannot make any claims to the Seller related to the interruption of the availability of the Website if it is caused by a breakdown or service interruption. The Seller will inform the User about service interruptions and failures as far as it is technically possible.

5. All content and graphic images of the Store, including photographs, are the intellectual property of the Seller and subject to legal protection. All Product names are used for identification purposes and may be protected by industrial property rights. The Seller reserves the right to take legal action in case of any infringement of its copyright.

6. In order for the User to use the Store properly, it is necessary:

1. to have access to the internet,
2. to install a web browser,
3. to have javascript enabled,
4. to accept cookies.

7. The Customer is entitled and obliged to use the Store in accordance with its intended use and

the principles of social coexistence and good morals.

8. The Customer is obliged to refrain from any activity that could affect the functioning of the Store, including, in particular, any interference with its content and technical elements. It is forbidden to use the Store for purposes other than its intended use, including, in particular, sending spam, carrying out any commercial, advertising, promotional, political or similar activities on the Store's websites.

9. The Customer acknowledges that using the Internet may involve a risk of damage that the Customer may incur as a result of threats on the Internet, in particular hacking into the Customer's IT system, interception of passwords by third parties, infecting the Customer's system with viruses. The Seller is not responsible for the blocking by mail server administrators of the transmission of messages to the email address indicated by the Customer and for the deletion and blocking of email by software installed on the computer used by the Customer.

10. The retailer reserves the right to temporarily suspend operations in order to make changes.

#### **IV Placing orders**

1. Browsing the Store's assortment and independent placing of orders by the Customer for Products and Services in the Store's assortment does not require registration. To make a purchase in the Store, the Customer must be at least 18 years of age.

2. The Store's websites contain information about the Products and Services together with their prices. The prices given in the Store are gross prices. The binding and final price of a Product or Service is the price at the time the Customer places the Order.

3. The Seller reserves the right to change prices of Products and Services available in the Store, introduce new Products and Services to be sold, carry out and cancel promotional actions or introduce changes thereto in accordance with the provisions of the Civil Code and other laws, provided that such changes do not affect the rights of persons who have concluded a sales contract or a contract for the provision of services offered by the Store before the aforementioned changes were made, or the rights of persons entitled to take advantage of a given promotion, in accordance with its rules and during its duration.

4. The Customer may purchase a Product or Service by placing an Order. The Order and the conclusion of the Sales Agreement or the Service Agreement is conditional on the Customer completing the Order form correctly (in particular providing the personal data required in the form, contact telephone number and email address and/or postal address), selecting the selected form of payment and delivery, as well as confirming that the Customer has read the Rules and Regulations of the Internet Store.

5. The selection of Products or Services by the Customer is made by adding them to the Basket and clicking the appropriate button. "Buy" under the selected Product or Service, and the Order is placed by completing the data indicated as mandatory on the order form and clicking on the "Order" button.

6. As a condition of placing an order, you must read and accept these Rules and Regulations, the Privacy Policy and provide the personal data required to complete the Order.

7. The customer can place orders 7 (seven) days a week and 24 (twenty-four) hours a day.

8. During the placement of the Order - until the "Order" button is pressed - the Customer has the possibility of modifying the data entered and the scope of the selected Products and Services in the Basket. To do so, follow the messages displayed and the information available on the website.

9. Once the Customer has entered all the necessary data, a summary of the Order placed will be displayed. The summary of the Order submitted shall contain information concerning:

1. the subject matter of the contract (Products or Services ordered);
2. the unit price of the Products or Services ordered;
3. the total amount to be paid for the entire Order;
4. the selected payment method.

10. Placing an Order by the Customer constitutes an offer to the Seller to conclude a Contract.

11. The customer has the option to pay for the products via Przelewy 24 or PayPal. Once the order has been paid, the Customer will return to the Store page. Once the Customer has

received confirmation by email that the transaction has been paid, the Store page should be refreshed and the purchased Products will be available for download.

12. Once the Order has been paid for, the Customer will receive an "Order Confirmation" to the designated email account, together with the invoice and the Product, and, in the case of Services, will also receive a form to be completed and returned to the email address provided (kontakt@polishforyou.eu).

13. In the case of Products that are in electronic form (ebooks, online courses, webinars, recordings, etc.), the Customer agrees to begin the performance before the expiry of the withdrawal period - in this case, the Customer has no right to withdraw from the Contract.

14. In the case of other Services other than those described in point 13 above, together with the invoice, the Vendor shall send the Customer information on the Consumer's right to withdraw from the Contract and a model withdrawal form (in the case of Customers who are Consumers or sole proprietors).

15. In the event that the Customer provides incorrect or inaccurate data, including in particular an incorrect or inaccurate email or postal address, the Seller shall not be liable for non-delivery or delayed delivery of the Product.

16. As soon as the "Order Confirmation" is sent to the Customer, the Contract of Sale or the Contract for Services shall be deemed to have been concluded.

## **V Order processing**

1. For the proper use of some of the Products and Services purchased in the Store, it is necessary to install a programme allowing the reading of PDF files and/or a programme allowing the viewing of films (e.g. YouTube). The Seller shall not be liable for the inability or incompleteness of the use of the Products or Services due to the failure to install or the malfunction of the necessary programmes.

## **VI COMPLAINTS**

1. The Seller shall be liable for defects in the Products in accordance with the liability rules set out in the provisions of the Civil Code Act of 23 April 1964 (i.e. Journal of Laws of 2014, item

121, as amended), in particular Articles 556 and 556(1) - 556(1) of the Civil Code and Article 638 of the Civil Code.

2. The Polish For You online store makes every effort to ensure that the images of the Products reflect their actual appearance as accurately as possible. Due to the fact that display settings as well as parameters of individual monitors may vary, the Online Store is not responsible for possible differences in color gamut between the actual appearance of the Product and the image displayed on the Customer's monitor.

3. Differences between the appearance of the product resulting from individual settings of the customer's computer (color, proportions, etc.) and the actual appearance of the product cannot be the basis for a complaint.

4. In the event that an order is not fulfilled in accordance with the order or the Rules and Regulations, the Customer has the right to lodge a complaint. In order to lodge a complaint, the Customer is obliged to send the complaint and the Product in question to the following address: Polish For You. Karolina Sołtowska, ul. Jeleniogórska 1/3i lok.121, 60-179 Poznań and/or email: kontakt@polishforyou.eu.

5. In the complaint, the Customer's name and surname, the receipt or VAT invoice number, the reason for nonconformity and the demand in accordance with Article 560 of the Civil Code, i.e. reduction in price, withdrawal from the contract, replacement of the item with a defect-free item or removal of the defect, should be provided. The Seller shall respond to the Customer's complaint no later than within 14 days of receiving the complaint.

## **VII Withdrawal from the contract**

1. The Seller informs that the Customer who is a Consumer or a natural person running a sole proprietorship may, within 14 days from the conclusion of the Contract, withdraw from the Contract without stating any reason and without bearing any costs. To meet this deadline it is sufficient to send the declaration in writing before its expiry to the following correspondence address: Polish For You. Karolina Sołtowska, ul. Jeleniogórska 1/3i lok.121, 60-179 Poznań and/or email: kontakt@polishforyou.eu.

2. The Customer may use the model withdrawal form attached to these Rules and Regulations.



3. In the event of withdrawal, the contract shall be deemed not to have been concluded and the Consumer shall be released from all obligations. What the parties have rendered shall be returned unchanged, unless a change was necessary.

4. The Seller is obliged to reimburse the Customer immediately, no later than within 14 days from the date of receipt of the Customer's declaration of withdrawal from the Contract, all payments incurred by the Customer. The payment shall be reimbursed using the same method of payment used by the Customer, unless the Customer expressly agrees to a different method of reimbursement that does not involve any costs for the Customer.

5. The Customer does not have the right to withdraw from the contract in the cases indicated in Article 38 of the Consumer Rights Act in the event that the object of purchase is a Product in digital form, recorded on an intangible medium (e.g. ebook, webinar, lecture), which, with the Customer's consent, was delivered to the Customer before the expiry of the deadline referred to in point 1 above.

#### **VIII Personal data**

1. The Seller processes the Customer's data for the purpose necessary to conclude and perform the Sales Agreement or the Service Agreement. The provision of personal data by the Customer is voluntary, however, the Customer acknowledges that if they do not give their consent to the processing of personal data, it may make it impossible for the Seller to provide electronic services and for the Customer to make purchases in the Store.

2. The administrator of the Customer's personal data is Karolina Sołtowska, doing business under the name Polish For You. Karolina Sołtowska, ul. Jeleniogórska 1/3i lok.121, 60-179 Poznań, NIP: 7772660361, email: kontakt@polishforyou.eu.

3. The Customer's personal data will not be used by the Seller for purposes other than rendering electronic services and concluding and performing Sales Agreements for the Products ordered by the Customer and Service Agreements with the Customer, unless the Customer agrees to it by a separate statement. For sending the Newsletter, the Seller also processes the data of the User who subscribed to the Newsletter.

4. The customer has the right to access their personal data at any time and to correct and delete

it. The data can be corrected or deleted by sending an email to [kontakt@polishforyou.eu](mailto:kontakt@polishforyou.eu) with the relevant request. The deletion of personal data is equivalent to a request to cease data processing.

5. The customer acknowledges that once an order has been placed and until the order is processed, notwithstanding the request to delete data in accordance with paragraph 4, the Seller shall retain the right to process such personal data as are necessary for the performance of the concluded Sales Contract or Service Contract and the receipt of payment for the sold Products or Services.

6. Detailed provisions concerning the protection of the Customer's personal data can be found in the "Privacy Policy" available in the Store.

## **IX Final provisions**

1. These Regulations apply from the day of publication on the Store's website.

2. Contracts concluded with the Seller shall be concluded in accordance with Polish law and in Polish or in English.

3. In matters not regulated in the Rules and Regulations, the provisions of the Consumer Rights Act of 30 May 2014 and the Civil Code shall apply.

4. The current Rules and Regulations are available to the Customer at any time via a link on the Store's home page, where they can be downloaded and printed.

5. The Seller reserves the right to amend these Rules and Regulations for important reasons, in particular to change the forms of payment and delivery methods. The amendments to the Rules and Regulations become effective on the date indicated by the Seller. Amendments to the Rules and Regulations will not affect orders placed before the amendments to the Rules and Regulations came into effect.

**Date of publication of the Rules and Regulations: 09.2021**

### **Downloadable attachments:**

- [Regulations in pdf format \(click to download\)](#)

- [Sales Contract Withdrawal Form \(click to download\)](#)
- [Claim form \(click to download\)](#)