

## TERMS AND CONDITIONS OF THE ONLINE STORE

**www.letsfuture.pl**

**The regulations are effective as of April 15, 2024.**

### I. Definitions used.

1. **Store** - an online store available at **www.letsfuture.pl** through which the Buyer can purchase Goods, available in the Store.
2. **Seller** - **DROZD EWA** conducting business under the name LETSFUTURE DROZD EWA, 465 Puławska St., 02-844 Warsaw, NIP: 644 211 08 23, REGON: 276532668, e-mail address: sklep@letsfuture.pl, phone: +48 788 640 234.
3. **Personal data administrator** - the entity that decides on the purposes and means of data processing. The administrator of the Buyers' personal data is the Seller.
4. **Online Store Regulations** - these regulations for the provision of electronic services, defining the rules for the use of the Store and for ordering Goods available in the Store.
5. **Privacy Policy** - a document describing the purposes and means of processing personal data, as well as the rights of data subjects.
6. **Consumer** - an adult natural person with full legal capacity, making a purchase from the Seller not directly related to his business or professional activity.
7. **Customer** - an adult natural person with legal capacity, a legal person or an organizational unit without legal personality, but with legal capacity, making a purchase from the Seller directly related to its business or professional activity.
8. **Customer-Consumer** - an adult natural person making a purchase at the Seller directly related to his/her business activity, when the purchase is not of a professional nature for this person, arising in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.
9. **Buyer** - both Customer, Customer-Consumer and Consumer.
10. **Order** - a declaration of intent made by the Buyer aiming directly at the conclusion of a contract with the Seller by completing and submitting a purchase form in electronic form available on the Store's website, including reading and accepting the Terms and Conditions of the online store.
11. **Product** - all digital content available in the Store, such as:
  - a) **Electronic file** - a file containing digital content intended for reading, available for download upon receipt of payment by the Seller. An electronic file is, in particular, an e-book or any other document that is in electronic form, in particular saved in .PDF and/or .EPUB and/or .MOBI format and is not saved on any tangible medium (each electronic file in the Store contains a description of what format it is available in).
  - b) **Online course** - access to audio and/or video materials and electronic files delivered on an online platform, which the Buyer obtains for the period indicated in the selected Subscription or for life, and the delivery of content is made once.
  - c) **Consultation/coaching/mentoring (online or via in-person meeting)** - a conversation conducted via electronic means of communication (telephone and/or dedicated webinar and teleconference tool) or in a physical

meeting. The duration and scope of the online consultation is predetermined prior to purchase in the Store in the description of this Product.

12. **Goods** - all movable items available in the Store.
13. **Durability of goods** - the ability of goods to retain their functions and properties in the course of ordinary use.
14. **Digital environment** - computer hardware, software and network connections used by the Buyer to access or use digital content or digital service.
15. **Compatibility** - the interoperability of digital content or digital service with computer hardware or software, usually used to use the digital content or service, without being transformed.
16. **Digital content** - data produced and delivered in digital form.
17. **Complaint** - a mode of claiming liability from the Seller in connection with the non-conformity of the Goods with the contract.
18. **Warranty** - a voluntary statement regarding the quality of the Goods made by the Guarantor, Indicates the obligations of the Guarantor and the rights of the Buyer in case the sold goods do not have the properties specified in the warranty statement. Guaranteed goods will be accompanied by the Guarantor's warranty statements.
19. **Guarantor** - the entrepreneur who made the warranty statement, such as the manufacturer, importer, distributor of the Goods or the Seller.
20. **Account** - one of the services provided electronically in the Store by the Seller. The Buyer may voluntarily register with the Store, in particular for further use of the Store's services, saving Goods to favorites or viewing the history of Orders carried out in the Store.
21. **Account on the course platform** - in the case of Digital Products, the specifics of which require the creation of an Account on the course platform (access to an online course or download of an e-book) in order to use the Product, such creation of an Account may be required, and login data (e-mail) will be processed for the purpose of executing the concluded agreement.
22. **Subscription** - a digital service consisting of paid, temporary use of an online course or purchased digital content, according to the description indicated for the Product.
23. **Newsletter** - one of the services provided electronically in the Store by the Seller, consisting in sending marketing information electronically to the e-mail address provided by the Buyer, with the Buyer's prior acceptance.

## II. General provisions

1. Prices quoted by the Seller are expressed in Polish zloty (PLN) and are gross prices.
2. The seller does not use individual price adjustment on the basis of automated decision-making.
3. The seller is a VAT taxpayer.
4. The seller issues VAT invoices.
5. The desire to receive a VAT invoice should be notified to the Seller at the stage of placing the Order.
6. Delivery of Goods is limited exclusively to the territory of the Republic of Poland.
7. Delivery of Digital Products, including digital content is carried out via the Internet in electronic form.
8. The Buyer is obliged to use the Goods offered by the Seller in a manner consistent with the regulations in force in the territory of the Republic of Poland, in accordance with the provisions of the Regulations, as well as not to provide content prohibited by generally applicable laws.
9. All Goods offered by the Seller in the Store are new.
10. The Buyer is obliged to familiarize himself with the technical requirements necessary to use the Store, contained in the following section of the Regulations (Technical Requirements).

### III. Forms of payment.

1. The seller provides the following forms of payment:

- a) traditional transfer to the Seller's account No.: **3010901694000000154509273, Santander Bank Polska S.A.** within 3 calendar days from the date of placing the Order.
- b) online payment - online prepayment by bank transfer or by Visa, Mastercard through an external payment system, i.e. **PayPro Spółka Akcyjna** with its registered seat in Poznan at ul. Pastelowa 8, 60-198 Poznań, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań Nowe Miasto and Wilda, VIII Economic Department of the National Court Register under the KRS number 0000347935, NIP number 7792369887, REGON number 301345068, entered in the register of national payment institutions kept by the Polish Financial Supervision Authority under the entity number in UKNF IP24/2014, as a national payment institution.

### IV. Conclusion of the sales contract.

1. In order to make a purchase from the Store, one must visit the Store's website, i.e. [www.letsfuture.pl/sklep](http://www.letsfuture.pl/sklep), and then select the Goods/Product, following the information displayed on the Store's website.
2. In order to make a purchase, it is necessary for the buyer to perform the following steps:
  - a) Adding the selected Goods/Product to the shopping cart,
  - b) Filling in the order form with such data as the name or surname of the Buyer,
  - c) providing an e-mail address to which confirmation of the conclusion of the sales contract will be sent,
  - d) indicating the data for issuing a bill or invoice, if the Buyer wishes to receive one, including providing other data for billing, such as TIN, the name of the entity to which the invoice or bill is to be issued,
  - e) choice of payment method,
  - f) reading the Terms and Conditions and accepting the rules and regulations of the Store,
  - g) optionally accepting the delivery of the Digital Product by the Seller before the 14-day withdrawal period, as well as confirmation by the ordering party that he understands that in this case he will lose the right to withdraw from the distance contract if he downloads the File or logs in to the Online Course or the Online Consultation is completed before this period expires,
  - h) Confirmation of the will to conclude a contract, including the selection of the button "Order with obligation to pay" or equivalent content.
3. After the Buyer has entered all the data necessary to place the Order, a summary of the Order will be displayed.
4. The order sent by the Buyer is the Buyer's statement of intent to conclude a sales contract with the Seller, in accordance with the provisions of these Regulations.
5. After placing an Order, the Buyer will receive a message confirming the Order, which constitutes the Seller's statement of intent to conclude a contract of sale with the Buyer including the Goods. The contract of sale is considered to be concluded when the Buyer receives the message from the Seller.
6. The Seller shall provide the Buyer with confirmation of the conclusion of a remote contract on a durable medium, in particular in the form of the Terms and Conditions of the Online Store saved in PDF form, based on which the contract was concluded, within a reasonable time after its conclusion, at the latest at the time of delivery of the goods or before the start of the service.
7. The Seller shall provide the Consumer or the Customer-Consumer with confirmation of the Consumer's or the Customer-Consumer's acceptance of the delivery of digital content under circumstances that cause the loss of the right of withdrawal, if such acceptance was given by the Consumer or the Customer-Consumer.

## **V. Lead time and delivery of the Goods.**

1. The Seller shall process placed Orders for Goods within 5 working days, counting from the next day on which the Seller receives payment.
2. Working days means days from Monday to Friday, except for public holidays.
3. The Order lead time does not include the delivery time of the Goods, which depends on the delivery method selected by the Buyer.
4. Delivery costs for the Goods are communicated to the Buyer before the Buyer sends the Order.
5. The cost of delivery is related to the Buyer's choice of delivery method.
6. The buyer has a choice of several delivery method options, indicated for selection in the order cart.
7. Delivery of Goods is limited exclusively to the territory of the Republic of Poland.
8. If, upon receipt of the Goods, the Buyer finds mechanical damage to the contents of the shipment, incompleteness of the shipment, incompatibility of the contents of the shipment with the subject of the Order, the Buyer is entitled to refuse acceptance of the shipment and immediately notify the Seller of the situation. If possible, the Buyer may, in the case of damage, draw up a damage report in the presence of a representative of the supplier (such as a courier). This will speed up the complaint procedure, but is not necessary to assert claims.

## **VI. Lead time by Product category.**

1. The Seller shall process placed orders for Products within the following time limits:
  - a) with online payment, access to the purchased Product in the form of a File or Online Course is granted automatically after payment authorization. The Buyer receives an e-mail with the File download or account registration data on the Platform. The download of the File and access to the Online Course on the Platform is inactive until payment is received by the Seller,
  - b) In the case of traditional payments, access to the File or Online Course is granted within a maximum of 3 working days after the payment is credited to the Seller's account.
2. Orders placed for Consultations/Coaching/Mentoring online available in the Store are carried out according to the dates provided in the calendar and indicated by the Consumer and the Client-Consumer, with the first Consultation taking place no later than within 14 calendar days, counting from the next day on which the Seller receives payment.

## **VII. Withdrawal from a contract concluded at a distance.**

1. The Consumer and the Customer-Consumer have the right to withdraw from a contract concluded at a distance without giving any reason and without incurring costs, except for the costs indicated in the following section.
2. Exceptions to withdrawal from the contract are indicated in the following section, i.e. Exceptions to withdrawal from the contract.
3. The time limit for withdrawal from a contract concluded at a distance is 14 days, counting from the day after the Consumer or the Customer-Consumer or a third party other than the carrier designated by him, takes possession of the Goods.
4. When the contract involves multiple goods that are delivered separately, in batches or in parts - the deadline for withdrawal from the contract is calculated from taking possession of the last good, its batch or part if the contract involves the regular delivery of goods for a fixed period - from taking possession of the first of the goods.
5. The Consumer or Customer-Consumer shall be liable for any diminution in the value of the Goods resulting from the use of the Goods beyond what is necessary to ascertain the nature, characteristics and functioning of the Goods

6. The declaration of withdrawal can be sent to the e-mail address: [sklep@letsfuture.pl](mailto:sklep@letsfuture.pl) Seller.
7. The Consumer or Customer-Consumer may use the sample Withdrawal Form provided by the Seller or use Appendix No. 2 to the Law of May 30, 2014 on Consumer Rights.
8. The Consumer or Customer-Consumer may also draft a letter of withdrawal in his own hand, stating:
  - a) identification and address data of the Consumer or Customer-Consumer,
  - b) The name or symbol of the returned Goods,
  - c) The date of receipt of the Goods by the Consumer or Customer-Consumer,
  - d) bank account number or other means of reimbursement of the Goods by the Seller.
9. The Seller will immediately send the Consumer or Customer-Consumer an acknowledgement of receipt of the statement of withdrawal to the e-mail address provided by the Consumer.
10. In the event of withdrawal from the contract, the contract is considered not concluded.

### **VIII. General exceptions to withdrawal.**

1. In accordance with Article 38 of the Law of May 30, 2014 on Consumer Rights, the Consumer and the Customer-Consumer do not have the right to withdraw from the contract:
  - a) for the provision of services, if the entrepreneur has performed the service in full with the express consent of the consumer, who was informed before the start of the service, that after the performance by the entrepreneur will lose the right to withdraw from the contract;
  - b) in which the price or remuneration depends on fluctuations in the financial market, over which the trader does not control, and which may occur before the deadline for withdrawal;
  - c) in which the subject of the service is a non-refabricated good, produced to the consumer's specifications or serving to meet his individualized needs
  - d) in which the object of performance is goods that are perishable or have a short shelf life;
  - e) in which the object of performance is goods delivered in sealed packaging, which cannot be returned after opening the packaging for health or hygiene reasons, if the packaging has been opened after delivery;
  - f) in which the object of performance is things that, after delivery, due to their nature, become inseparable from other things;
  - g) in which the object of performance is alcoholic beverages, the price of which was agreed upon at the conclusion of the contract of sale, the delivery of which can only take place after 30 days and the value of which depends on market fluctuations over which the entrepreneur has no control;
  - h) in which the consumer expressly requested that the trader come to him for urgent repair or maintenance; if the trader provides in addition other services than those requested by the consumer, or provides things other than spare parts necessary for repair or maintenance, the consumer has the right to withdraw from the contract with respect to the additional services or things;
  - i) in which the subject of performance is sound or visual recordings or computer programs delivered in sealed packaging, if the packaging was opened after delivery;
  - j) for the supply of daily newspapers, periodicals or magazines, except for a subscription contract;
  - k) concluded through a public auction;
  - l) for the provision of services in the field of accommodation, other than for residential purposes, transportation of goods, rental of cars, catering, services related to leisure, entertainment, sports or cultural events, if the contract specifies the day or period of service;

- m) for the supply of digital content that is not recorded on a tangible medium, if the performance has begun with the express consent of the consumer before the expiry of the deadline for withdrawal from the contract and after the trader has informed him of the loss of the right of withdrawal.

## **IX. Exceptions to withdrawal for Digital Product.**

1. According to Article 38 of the Law of May 30, 2014 on Consumer Rights, the Consumer or Customer-Consumer is not entitled to withdraw from the contract for the supply of digital content not delivered on a tangible medium, for which he is obliged to pay the price, if in total:
  - b) The Seller has begun performance with the express and prior acceptance of the Consumer or Customer-Consumer,
  - c) The Consumer or Customer-Consumer has been informed prior to the start of performance that after the performance of the entrepreneur will lose the right to withdraw from the contract,
  - d) The Consumer or Customer-Consumer has acknowledged this,
  - e) The Seller has provided the Consumer or Customer-Consumer with confirmation of the Consumer's or Customer-Consumer's acceptance of the delivery of digital content under circumstances that cause the loss of the right of withdrawal.
2. In the case of an order of a Digital Product, including digital content, a Consumer or a Consumer Customer who, in the circumstances indicated in Section 1 above, downloads a File or logs in to an Online Course or uses an Online Consultation before the expiration of the 14-day period entitling him/her to withdraw from the Order, loses his/her rights to withdraw from the contract, pursuant to Article 38(13) of the Law of May 30, 2014 on Consumer Rights.
3. The consumer and the Customer-Consumer are also not entitled to withdraw from the contract for a service for which he or she is liable to pay the price, if the entrepreneur has performed the service in full with the express and prior acceptance of the consumer, who was informed before the start of the service that after the entrepreneur's performance, he or she will lose the right to withdraw from the contract, and has accepted this.

## **X. Return of funds and return of Goods after withdrawal from the contract concluded at a distance.**

1. The Seller will return the funds paid by the Consumer or Customer-Consumer within 14 days of receipt of the Consumer's or Customer-Consumer's statement of withdrawal from the contract, using the same method of payment used by the Consumer or Customer-Consumer, unless the Consumer or Customer-Consumer accepts another method of refund.
2. The Seller may withhold reimbursement of funds received from the Consumer or Customer-Consumer until the Goods are received from the Consumer or Customer-Consumer or the Consumer-Consumer provides proof of return of the Goods.
3. The Consumer or Customer-Consumer should return the Goods immediately, but no later than within 14 days from the date of withdrawal from the contract.
4. Returns of Goods should be addressed to the Seller's registered address.

## **XI. Reimbursement of delivery costs when withdrawing from a contract concluded at a distance.**

1. The Consumer or Customer-Consumer shall not bear the cost of return, except for the usual cost of returning the Goods to the Seller.
2. The usual costs of return, which shall be borne by the Consumer or Customer-Consumer, are in particular the cost of packaging for shipment and shipping charges to the Seller's address.
3. The Seller shall reimburse to the Consumer or Customer the cost of delivery of the Goods calculated as the cheapest ordinary way of delivering the item available in the Seller's offer.
4. The Seller will not be obliged to reimburse the cost of delivery of the Goods to the Consumer or Customer-Consumer in a situation where:
  - a) The seller delivered the Goods free of charge,
  - b) The Consumer or Customer-Consumer returns a part of the ordered Goods, and the delivery costs were not calculated per item but on the entire Order.

## **XII. Consumer rights in case of non-conformity of the Goods with the contract.**

1. The Seller undertakes to deliver the Goods in accordance with the contract.
2. The goods are in conformity with the contract in particular if:
  - a) in accordance with the contract remain in particular its description, type, quantity, quality, completeness and functionality,
  - b) is suitable for the purposes for which goods of this type are normally used, taking into account applicable laws, technical standards or good practices,
  - c) occurs in such quantity and have such characteristics, including durability and safety, as are typical of a commodity of this kind.
3. In the event of non-conformity of the Goods with the contract within 2 years from the date of delivery of the Goods, the Consumer and the Customer-Consumer shall have the right to demand replacement or repair of the Goods, and in the event of inability or refusal to bring the Goods thus into conformity with the contract, to demand a price reduction or to withdraw from the contract of sale of the Goods.
4. Complaints can be submitted in any form. For evidentiary purposes, the Seller recommends that complaints regarding the Goods be sent in writing or by email, to the Seller's email address.
5. Each complaint should include at least:
  - a) Name, address, postal code,
  - b) the name of the purchased Goods,
  - c) complaint description,
  - d) the date on which the nonconformity of the Goods with the contract became apparent.
  - e) Confirmation of purchase from the Seller (you can choose to present one of the following depending on the circumstances: proof of purchase, order number, payment confirmation, e-mail confirming acceptance of the Order by the Seller, etc.).
7. The Seller will consider the complaint immediately, no later than within 14 days from the date of its receipt, sending a response to the address indicated by the Consumer or Customer-Consumer, including e-mail address, allowing him to review the position of the Seller.
8. The Seller shall reimburse the Consumer or Customer-Consumer for the cost of returning the advertised Goods, immediately after processing the claim for non-conformity with the contract.
9. The seller shall be liable for the lack of conformity of the goods with the contract existing at the time of delivery and revealed within two years from that time, unless the shelf life of the goods, as determined by the entrepreneur, his legal predecessors or persons acting on their behalf, is longer.
10. The lack of conformity of the goods with the contract, which became apparent before the expiration of two years after delivery of the goods, is presumed to have existed at the time of delivery, unless the contrary is proven

or the presumption cannot be reconciled with the specifics of the goods or the nature of the lack of conformity of the goods with the contract.

11. The Seller shall repair or replace within a reasonable time from the moment it is informed by the Consumer or Customer-Consumer of the lack of conformity with the contract, and without undue inconvenience to the Consumer or Customer-Consumer, taking into account the nature of the goods and the purpose for which the goods were purchased.
12. The cost of repair or replacement, including, in particular, postage, freight, labor and materials, shall be borne by the Seller.
13. The Consumer or Customer-Consumer shall make the goods subject to repair or replacement available to the Seller.
14. If repair and replacement are impossible or would require excessive costs for the Seller, he may refuse to bring the goods into conformity with the contract.
15. In assessing the excessiveness of the costs for the Seller, all the circumstances of the case shall be taken into account, in particular the importance of the non-conformity of the goods with the contract, the value of the goods in conformity with the contract and the excessive inconvenience to the Consumer or Customer-Consumer arising from the change in the manner of bringing the goods into conformity with the contract.
16. The Seller shall not be liable for non-conformity of the Goods with the contract if the Seller has expressly informed the Consumer or the Customer-Consumer that a particular feature of the Goods deviates from the requirements of conformity with the contract, and the Customer-Consumer or the Customer-Consumer, at the latest at the time of the conclusion of the contract, has expressly and separately accepted the lack of a particular feature of the Goods, in particular by clicking the appropriate box confirming acceptance on the Order form or in the form of an e-mail sent to the Seller confirming such acceptance.
17. If the goods are inconsistent with the contract, the Consumer or Customer-Consumer may make a statement of price reduction or withdrawal from the contract when:
  - a) The seller refused to bring the goods into conformity with the contract due to impossibility or excessive costs,
  - b) The seller failed to bring the goods into conformity with the contract within a reasonable time or without undue inconvenience to the consumer,
  - c) the lack of conformity of the goods with the contract continues, despite the fact that the Seller tried to bring the goods into conformity with the contract;
  - d) the lack of conformity of the goods with the contract is so significant that it justifies a reduction in price or withdrawal from the contract without prior repair or replacement, or it is clear from the trader's statement or the circumstances that he will not bring the goods into conformity with the contract within a reasonable time or without undue inconvenience to the consumer.
18. The Seller shall return to the Consumer or Customer the amounts due as a result of exercising the right to reduce the price immediately, no later than within 14 days from the date of receipt of the Consumer's statement on price reduction.
19. The consumer or customer-consumer may not withdraw from the contract if the lack of conformity of the goods with the contract is insignificant.
20. If the lack of conformity applies only to some of the goods delivered under the contract, the consumer may withdraw from the contract only with respect to those goods, as well as with respect to other goods purchased by the consumer together with the non-conforming goods, if the consumer cannot reasonably be expected to agree to keep only the conforming goods.
21. In the event of withdrawal from the contract, the Consumer or Customer-Consumer shall immediately return the Goods to the Seller at the Seller's expense. The Seller shall return the price to the Consumer or Client-Consumer immediately, no later than within 14 days from the date of receipt of the Goods or proof of their return.



22. The seller shall refund the price using the same method of payment used by the Consumer or Customer-Consumer, unless the latter has expressly agreed to a different method of refund that does not incur any costs for him.

### **XIII. Conformity of the Digital Product with the Contract.**

1. A digital product, including digital content, will be in compliance with the contract if, in particular, its description, type, quantity, completeness, compatibility, functionality, interoperability, and availability of technical support and updates, if required for a product of the type, remain in compliance with the contract.
2. The assessment of compliance with the contract should also be made taking into account the specific, particular type of digital content and whether:
  - a) is suitable for the purposes for which digital content of this type is normally used, taking into account applicable laws, technical standards or good practices,
  - b) occurs in such quantity and has such features, including functionality, compatibility, accessibility, continuity and security, as are typical of digital content of this kind.
3. In the case of non-conformity of the Product with the contract (noticing defects in the Product within 2 years from the date of delivery or making the Product available), the Consumer and the Customer-Consumer have the right to demand that the Product be brought into conformity with the contract, and if the Product cannot be brought into conformity with the contract or if this will be combined with undue difficulties or impossible to implement within a reasonable time, to demand a price reduction or to withdraw from the contract.
4. In the event of non-conformity of a digital service or digital content with the contract, the Consumer or Customer-Consumer shall have the right to demand that the content or digital service be brought into conformity with the contract.
5. The Seller shall bring the digital content or digital service into conformity with the contract within a reasonable time from the moment it is informed by the Consumer or Customer-Consumer of the lack of conformity with the contract, and without undue inconvenience to the Consumer or Customer-Consumer, taking into account their nature and the purpose for which they are used.
6. The cost of bringing the digital content or digital service into compliance with the contract shall be borne by the Seller.
7. If it is not possible or requires excessive costs on the part of the Seller to bring the Product into conformity with the contract, or the lack of conformity of the digital content or digital service with the contract continues to exist, despite the fact that the Seller has tried to bring the Product into conformity with the contract or the lack of conformity with the contract is significant then the Consumer or Customer-Consumer may demand a reduction in its price or withdraw from the contract.
8. In assessing the excessiveness of the costs for the Seller, all the circumstances of the case are taken into account, in particular the importance of the non-conformity of the Product with the contract, the value of the Product in conformity with the contract and the excessive inconvenience to the Consumer or Customer-Consumer arising from the change in the manner of bringing the Product into conformity with the contract.
9. The Consumer or Customer-Consumer is obliged to read the Technical Terms and Conditions necessary for the use of the Store and the Product, in particular the content or digital service, as further mentioned in the Terms and Conditions.
10. The Consumer or Customer-Consumer is obliged to cooperate with the Seller, to a reasonable extent and with the least burdensome technical means, to determine whether the failure of the digital content or digital service to conform to the contract in a timely manner is not due to the characteristics of the Consumer's or Customer-Consumer's digital environment and its incompatibility.

11. The Seller shall not be liable for non-conformity with the contract if, at the latest at the time of the conclusion of the contract, the Seller expressly informed the Consumer or Customer-Consumer that a particular feature or features of the Product deviate from the requirements for conformity with the contract, and the Consumer or Customer-Consumer then expressly accepted the lack of the feature or its non-conformity, separately for each such feature of the Product.
12. For Products delivered on a continuous basis, the Seller's liability continues throughout the period of delivery of the Product.
13. The Seller will consider a complaint of non-conformity with the contract within 14 days from the date of its receipt, sending a response to the email address or mailing address indicated by the Consumer or Customer-Consumer, allowing him to learn the position of the Seller.
14. The complaint should include at least:
  - a) The name of the Consumer or Customer-Consumer, address, postal code,
  - b) the name of the purchased Product,
  - c) complaint description,
  - d) The date on which the nonconformity of the Product became apparent,
  - e) Confirmation of purchase from the Seller (depending on the circumstances, the Consumer or Customer-Consumer may present one of the following: proof of purchase, order number, confirmation of payment, e-mail confirming acceptance of the order by the Seller, etc.).
15. In the case of withdrawal from the contract due to the occurrence of non-conformity with the contract, the Seller may demand the return of the tangible medium on which he delivered the Product, within 14 days from the date of receipt of the consumer's statement of withdrawal from the contract, the Consumer or Customer-Consumer is obliged to return the medium immediately and at the expense of the Seller, if such a durable medium was delivered to the digital content.
16. The Seller shall refund to the Consumer or Customer-Consumer the price due as a result of exercising the right of withdrawal or price reduction immediately, no later than within 14 days from the date of receipt of the statement of the Consumer or Customer-Consumer a on withdrawal from the contract or price reduction.
17. The Seller shall refund the price using the same method of payment used by the Consumer or the Customer-Consumer, unless the latter has expressly agreed to a different method of refund that does not incur any costs for him.

#### **XIV. Warranty.**

1. Some Goods may be warranted by a Guarantor (manufacturer or distributor of the Goods).
2. If the Goods are under warranty then a warranty document is attached to them by the manufacturer or distributor.
3. The warranty period and the extent of the Guarantor's liability are specified in the warranty statement and the description of the Goods or Product.
4. The rights granted under the warranty are independent of the rights arising from the non-conformity of the Goods with the Contract.

#### **XV. Consumer Reviews in Store.**

1. The Seller ensures that the opinions published in the Store about the Goods/Products and/or the Store come only from people who have used or purchased the Product.

2. Issuing opinions about the Goods/Products and/or the Store is possible only after the purchase of the Goods in question for Buyers who have made a previous order in the Store, and the Order has been completed.
3. After completing the order, the Seller sends the Buyer, within 14 days, a link to give an opinion/rating of the Goods/Product or Store, which leads to, for example, a survey with a rating of the Goods/Product and/or Store or a card of the Goods.
4. The Buyer may voluntarily evaluate the Goods/Product and/or Store within a period of time, e.g. 30 days after receiving the link to provide feedback.
5. The processing of data for the purpose of sending an email requesting an evaluation of the Store and/or Goods/Product is carried out on the basis of Article 6(1)(f) RODO, and this processing is carried out for the legitimate purpose of the data controller (Seller), which is to improve the offer and/or Goods/Product and/or Store by collecting reliable opinions about them by the Store owner.
6. The Buyer's personal data, in particular his e-mail address is not shared with other persons or entities, and is only used to verify that the person making the evaluation is actually the person who ordered the Goods/Product in question, and is kept exclusively for the Seller's information.

## **XVI. Data Protection.**

1. The administrator of personal data provided during the use of the Store is the Seller.
2. The Buyer's personal data is processed for the purpose of concluding and executing the concluded sales contract, including the delivery of the Product, on the basis of Article 6(1)(b) RODO. Providing personal data for this purpose is necessary.
3. The purposes and scope of data processing, the entities to which data will be transferred, as well as the rights of data subjects are described in the Privacy Policy (RODO) available at [www.letsfuture.pl/polityka\\_prywatnosci](http://www.letsfuture.pl/polityka_prywatnosci).

## **XVII. Technical requirements necessary to use the Store and the Products and Services.**

1. In order to use the Store and purchased Products, it is necessary for the Buyer to have:
  - a) devices with Internet access (computer, tablet, phone);
  - b) properly configured web browser that supports cookies - Microsoft Edge, Opera, Mozilla Firefox, Safari, Google Chrome (recommended Mozilla Firefox version minimum 24.0, Opera version 10 and above, Google Chrome version 28.0 or later), which provides support for cookies and JavaScript. It is acceptable to use other versions of web browsers if they provide full compatibility with the versions listed above.
  - c) an active and properly configured e-mail account that allows the Buyer to receive e-mail messages.
2. For the safety of the use of the Store and its Products, it is recommended that the device used by the Buyer has, in particular:
  - a) up-to-date antivirus system,
  - b) An effective security firewall,
  - c) installed available operating system and web browser updates that address security,
  - d) activated function to accept cookies and JavaScript in your web browser,
  - e) Software capable of reading .PDF files and, depending on the specifics of the selected Product to read formats such as .EPUB, .MOBI, .docx, .xlsx, pptx, jpg, video file formats.
3. The Buyer is obliged to use the Products offered by the Seller in a manner consistent with the laws in force on the territory of the Republic of Poland, the provisions of the Regulations of the Online Store, as well as not to provide content prohibited by generally applicable laws.

4. The Consumer or Customer-Consumer is obliged to cooperate with the Seller, to a reasonable extent and with the least burdensome technical means, to determine whether the failure of the digital content or digital service to comply with the contract in a timely manner is not due to the characteristics of the Consumer's or Customer-Consumer's digital environment and its incompatibility.
5. The Seller is not responsible for the Buyer's failure to comply with the technical requirements outlined above necessary for cooperation with the information and communication system he uses. In particular, this is the case when the Buyer has misconfigured or not configured the e-mail account at all, and for this reason e-mails from the Buyer to the Seller or from the Seller to the Buyer do not arrive.

#### **XVIII. Registration in the Store and establishment of an Account in the Store.**

1. The Buyer, in the course of making an Order, may register with the Store.
2. The creation of an Account is voluntary.
3. The Account allows you to view Order history, save products to favorites, as well as expedite future Orders by automatically saving Buyer's data on the Order form.
4. When registering an Account, the Buyer provides his/her identification and address information, as well as an e-mail address, and creates his/her own password.
5. The buyer is obliged not to disclose the login data for the Store Account to third parties.
6. The Buyer, who has registered, terminates the agreement for the provision of services by electronic means by independently deleting the Account by submitting an instruction to remove it or by submitting a request to remove the Seller's Account, whereby in the case of submitting a request to remove the Seller's Account, the agreement is terminated after a notice period of 7 days.
7. The Seller, wishing to terminate the contract for the provision of electronic services relating to the Account, will inform the Buyer at the e-mail address provided by the Buyer during registration, within 14 days before the planned date of deletion of the Buyer's Account.

#### **XIX. Account Registration on the Platform.**

1. In the case of a Digital Product that is made available on a dedicated Course Platform or website, the Seller may automatically generate an Account for the Buyer with login information or request the Buyer's email address for this purpose, and its processing will be done solely for the purpose of fulfilling the concluded contract.
2. Establishing an Account in cases is voluntary.
3. An account in the Store allows you to view the history of Orders, save Products to favorites, as well as speed up the placement of Orders in the future by automatically saving the Buyer's data on the Order form.
4. When registering an Account, the Buyer provides his/her identification and address information, as well as an e-mail address, and creates his/her own password.
5. The buyer is obliged not to disclose the login data for the Store Account to third parties.
6. The Buyer, who has voluntarily registered, terminates the agreement for the provision of services by electronic means by independently deleting the Account by submitting an instruction to remove it or by submitting a request to remove the Seller's Account, whereby in the case of submitting a request to remove the Seller's Account, the agreement is terminated after a notice period of 7 days.
7. The Seller, wishing to terminate the contract for the provision of electronic services relating to a voluntary Account, will inform the Buyer at the e-mail address provided by the Buyer during registration, within 14 days before the planned date of deletion of the Buyer's Account.

8. In the case of an Account required for the purpose of downloading a File or providing the Buyer with access to digital content made available on the Course Platform, the Account shall expire after the expiration of the term, consistent with the period for which the Product was made available to the Buyer.

## **XX. Newsletter**

1. The Buyer, during the execution of the Order, as well as independently of it, can subscribe to the Seller's Newsletter.
2. Newsletter consists of sending marketing information electronically by the Seller to the e-mail address provided by the Buyer, with the Buyer's prior acceptance.
3. The buyer, in order to effectively subscribe to the Newsletter, is required to correctly provide the e-mail address to which the information is to be sent and confirm the subscription.
4. Confirmation of subscription takes place after subscription. It involves confirmation of the subscription by the Buyer by logging into the mailbox of the provided e-mail address and clicking on the activation link included in the confirmation message.
5. The Buyer may withdraw the accepted consent at any time using the unsubscribe option (unsubscribe), which is available in each marketing message sent by the Seller.
6. The buyer may also contact the Seller directly to withdraw his acceptance of the newsletter at any time, without affecting the compatibility of processing prior to revocation of consent.
7. The consumer and the customer-consumer are not obliged to provide services other than the provision of personal data, and these data are processed by the entrepreneur only for the purpose of performing the contract and delivering the newsletter.

## **XXI. Contact form**

1. The Seller allows the Buyer to send an inquiry from the Buyer to the Seller using a dedicated form on the Store's website.
2. The use of the Form by the Buyer is voluntary.
3. In addition to the form, the Seller makes available to the Buyer on the Store's website also a telephone number and e-mail address where the Buyer can effectively contact the Seller.
4. The purposes and scope of data processing, the entities to whom the data will be transferred, as well as the rights of data subjects are described in the Privacy Policy.

## **XXII. Copyright**

1. Exclusive rights to the content provided as part of the Store, in particular, copyrights to images, names, trademarks of the Store, including the graphic elements included in them, software and database rights are subject to legal protection and belong to the Seller or third parties with whom the Seller has entered into appropriate agreements.
2. It is forbidden to copy or otherwise use any elements of the Store without the Seller's acceptance.
3. In the case of infringement of copyright in images, names, trademarks of the Store, including the graphic elements included in them, software and database rights, the person who committed the infringement (including the Buyer) shall bear the responsibility for it as provided in the copyright or intellectual property laws.

4. Products are works within the meaning of the Act of February 4, 1994 on Copyright and Related Rights and are subject to the protection provided by this legal act.
5. The author's economic rights to the Files and/or Courses are vested in the Vendor or any other entity with which the Vendor has entered into applicable agreements, while the author's moral rights are vested in the authors.
6. Exclusive rights to the content provided as part of the Store, in particular, copyrights to images, names, trademarks of the Store and its Products, including the graphic elements included in them, software and database rights are subject to legal protection and belong to the Seller or third parties with whom the Seller has entered into appropriate agreements.
7. It is forbidden to copy or otherwise use any elements of the Store without the Seller's acceptance.
8. The purchase of a File or an Online Course does not transfer to the Buyer any property or personal copyrights in these Products. The Buyer may only use it for its own purposes.
9. In the event of infringement of copyright in the File or Online Course, the infringer (including the Buyer) shall be liable therefor as provided in the copyright or intellectual property laws.
10. In particular, the Buyer is not allowed:
  - a) Remove security features and markings applied to the File or Online Course.
  - b) Reproduce the File, Online Course or make its distribution, whether in printed or electronic form.
  - c) Share the File or Online Course with others, whether in printed or electronic form.
  - d) Rent and lend the File or Course online, whether in printed or electronic form.
  - e) Interfere with the contents and content of the File or Online Course.

### **XXIII. ODR Platform.**

1. The Online Dispute Resolution (ODR) platform is an interactive website for Consumers and Sellers wishing to resolve disputes out of court.
2. The ODR platform is available at:  
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=PL>
3. Through the ODR platform, a Consumer residing in the EU, Norway, Iceland, Liechtenstein can file a complaint regarding goods or services purchased online from a Seller located in the EU, Norway, Iceland, Liechtenstein.
4. This is done by filling out an electronic form and finding the right entity to resolve the dispute.
5. All institutions listed on the platform have been verified, ensuring that they meet the relevant regulations and are registered with national authorities. On the territory of the Republic of Poland, this authority is - the Office of Competition and Consumer Protection (UOKiK).

### **XXIV. Final provisions**

1. In matters not regulated by these Regulations of the Online Store, the relevant generally applicable provisions of Polish law shall apply.
2. The place of performance is, in particular, the designated place to which the Seller is obliged under the contract to send the Goods to the Buyer.
3. The consumer has the right to refer the dispute to an entity authorized for out-of-court resolution of consumer disputes in accordance with the Law on Out-of-Court Resolution of Consumer Disputes (Journal of Laws 2016.1823 of 2016.11.09) without prejudice to the possibility of bringing an action before a common court.
4. Buyers can access the Terms and Conditions of the Online Store free of charge at any time on the Store's website and make a printout.
5. These Terms and Conditions of the Online Store shall come into force as of the date of publication on the Seller's website.

6. The Seller shall notify Buyers of any planned change to the Terms and Conditions by e-mail, sending the content of the amended Terms and Conditions at least 14 days before they take effect, to the Buyers' addresses it has in its possession, and, moreover, it shall place a note to this effect on the Store's website, well in advance.