

Regulations of the Online Store - spocket.pl

I. General Provisions

1. These Regulations define the general conditions, the manner of providing electronic services and sales conducted via the **Spocket.pl Online Store**. The shop is run by Monika Mierzanowska running a business under the name TYMWER - Monika Mierzanowska and entered into the Register of Entrepreneurs of the Central Register and Information on Economic Activity kept by the Minister of Development at ul. Wrzeciono 59a/25, 01-950 Warszawa, NIP: 1180793444, REGON: 147202860, hereinafter referred to as the Seller.
2. Contact with the Seller takes place via:
 - a. e-mail address: spocket@spocket.pl;
3. These Regulations are continuously available on the spocket.pl website, in a way that allows its acquisition, reproduction and recording of its content by printing or saving it on a carrier at any time.
4. The Seller informs that the use of services provided electronically may involve a threat on the part of every Internet user, consisting in the possibility of introducing malware into the Customer's ICT system and obtaining and modifying his data by unauthorized persons. In order to avoid the risk of the above-mentioned threats, the Customer should use appropriate technical measures to minimize their occurrence, in particular anti-virus programs and a firewall.

II. Definitions

The terms used in the Regulations mean:

1. **Working days** - these are days from Monday to Friday, excluding public holidays;
2. **Customer** - a natural person who has full legal capacity, a natural person conducting business activity, a legal person or an organizational unit that is not a legal person, the specific provisions of which grant legal capacity, who places orders within the Online Store or uses other Services available in online store;
3. **Civil Code** - Act of 23 April 1964 (Journal of Laws No. 16, item 93, as amended);
4. **Account** - a part of the Online Store assigned to a given Customer, through which the Customer can perform specific activities within the Online Store;
5. **Consumer** - a customer who is a consumer within the meaning of art. 22[1] of the Civil Code;
6. **Entrepreneur** - a customer who is an entrepreneur within the meaning of art. 43[1] of the Civil Code;
7. **Regulations** - this document;
8. **Goods** - a product presented in the Online Store, the description of which is available next to each of the presented products;
9. **Sales Agreement** - A contract for the sale of Goods within the meaning of the Civil Code, concluded between the Seller and the Customer;
10. **Services** - services provided by the Seller to Customers electronically within the meaning of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, as amended);
11. **Consumer Rights Act** - Act of 30 May 2014 on consumer rights (Journal of Laws 2014, No. 827);
12. **Act on the provision of electronic services** - the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, as amended);
13. **Order** - Customer's declaration of will, aiming directly at the conclusion of the Sales Agreement, specifying in particular the type and quantity of the Goods.

III. Rules for using the Online Store

1. Using the Online Store is possible provided that the ICT system used by the Customer meets the following minimum technical requirements:
 - a. a computer or mobile device with Internet access,
 - b. access to e-mail,
 - c. Internet Explorer version 11 or later, Firefox version 28.0 or later, Chrome version 32 or later, Opera version 12.17 or later, Safari version 1.1. or newer,
 - d. enabling Cookies and Javascript in the web browser.

2. Using the Online Store means any activity of the Customer that leads to familiarization with the content contained in the Store.
3. The customer is obliged in particular to:
 - a. not to provide or transmit content prohibited by law, e.g. content promoting violence, defamatory or violating personal rights and other rights of third parties,
 - b. use the Online Store in a way that does not interfere with its functioning, in particular through the use of specific software or devices,
 - c. not to take actions such as: sending or posting unsolicited commercial information (spam) as part of the Online Store,
 - d. use the Online Store in a way that is not inconvenient for other Customers and for the Seller,
 - e. use any content posted as part of the Online Store only for your own personal use,
 - f. use the Online Store in a manner consistent with the provisions of the law in force in the territory of the Republic of Poland, the provisions of the Regulations, as well as with the general principles of using the Internet.

IV. Services

1. The Seller enables the use of free Services via the Online Store, which are provided by the Seller 24 hours a day, 7 days a week.
2. The service of maintaining an Account in the Online Store is available after registration. Registration takes place by completing and accepting the registration form available on one of the pages of the Online Store. The contract for the provision of the service consisting in maintaining an Account in the Online Store is concluded for an indefinite period and terminates when the Customer sends a request to delete the Account or uses the "Delete Account" button.
3. 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, provide a valid e-mail address or activate the appropriate field in the registration form or Order form. The customer may withdraw his consent to the sending of commercial information at any time. The contract for the provision of the Newsletter service is concluded for an indefinite period and terminates when the Customer sends a request to remove his e-mail address from the Newsletter subscription or unsubscribe using the link in the content of the message sent as part of the Newsletter service.
4. The Seller has the right to organize occasional competitions and promotions, the conditions of which will be each time provided on the Store's website. Promotions in the Online Store cannot be combined, unless the Regulations of a given promotion provide otherwise.
5. In the event of a breach by the Customer of the provisions of these Regulations, the Seller, after a prior ineffective request to cease or remove the violations, with an appropriate deadline, may terminate the contract for the provision of Services with a 14-day notice period.

V. Procedure for concluding a Sales Agreement

1. Information about the Goods provided on the Store's websites, in particular their descriptions, technical and functional parameters and prices, constitute an invitation to conclude an Agreement, within the meaning of Art. 71 of the Civil Code.
2. All Goods available in the Online Store are brand new, in accordance with the Agreement and have been legally introduced to the Polish market.
3. In the event that the Seller applies mechanisms of individual price adjustment based on automated decision-making, each time it provides this information to the Consumer when placing the Order, taking into account the requirements imposed in this respect by the provisions on the protection of personal data.
4. The condition for placing an Order is to have an active e-mail account.
5. In the case of placing an Order via the Order form available on the Online Store website, the Order is submitted to the Seller by the Customer in electronic form and constitutes an offer to conclude a Sales Agreement for the Goods being the subject of the Order. An offer submitted in electronic form is binding for the Customer if the Seller sends a confirmation of acceptance of the Order 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 Agreement is concluded.

6. Placing an Order in the Online Store by sending an electronic message takes place on Business Days and hours indicated on the Online Store website. For this purpose, the Customer should:
 - a. provide in the content of the e-mail addressed to the Seller the name of the Good from among the Goods available on the Store's website and its quantity,
 - b. indicate the method of delivery and form of payment from among the methods of delivery and payment provided on the Store's 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, referred to in the point above, is provided each time by the Seller by informing by e-mail along with information that the conclusion of the Sales Agreement by the Customer entails the obligation to pay for the ordered Goods, at which point the Agreement is concluded sale.
8. In the case of a Customer who is a Consumer, the Seller, each time after placing an Order via e-mail, sends the Customer a confirmation of the terms of the placed Order.
9. The Agreement is concluded when the Customer who is a Consumer sends (in response to the confirmation of the Order conditions sent by the Seller) an electronic message to the Seller's e-mail address, in which the Customer: accepts the content of the sent Order and agrees to its implementation and accepts the content of the Regulations and confirms read the instruction on withdrawal from the Agreement.
10. The sales contract is concluded in Polish, English or German, with the content in accordance with the Regulations.

VI. Delivery

1. The delivery of the Goods is carried out to the address indicated by the Customer when placing the Order.
2. The Customer may choose the following forms of delivery of the ordered Goods:
 - a. via a courier company;
 - b. via the postal operator;
3. On the Store's website, in the description of the Goods, the Seller informs the Customer about the number of Business Days needed to complete the Order and its delivery, as well as about the amount of fees for the delivery of the Goods.
4. The deadline for delivery and execution of the Order is counted in Working Days in accordance with point VII point 2.
5. The Seller, in accordance with the will of the Customer, provides together with the Goods a receipt or a VAT invoice covering the delivered Goods.
6. If a different delivery period is provided for the Goods covered by the Order, the longest period from among those provided applies to the entire Order.

VII. Prices and Payment Methods

1. The prices of the Goods are given in Polish zlotys or euros, as selected by the Customer, and include all components, including VAT, customs duties and other fees.
2. The customer can choose the following payment methods:
 - a. bank transfer to the Seller's bank account (in this case, the implementation of the Order will start after the Seller sends the Customer confirmation of the Order, and the shipment will be made immediately after the funds are credited to the Seller's bank account and the Order is completed);
 - b. cash on delivery, payment to the supplier when making delivery (in this case, the implementation of the Order and its shipment will start after the Seller sends the Customer confirmation of acceptance of the Order and completes the Order);
 - c. electronic payment (in this case, the execution of the Order will start after the Seller sends the Customer confirmation of the Order and after the Seller receives information from the settlement agent's system about the Customer's payment, and the shipment will be made immediately after completing the Order);

- d. electronic payment (in this case, the implementation of the Order will start after the Seller sends the Customer confirmation of the Order and after the Seller receives information from the settlement agent's system about the Customer's payment, and the shipment will be made immediately after completing the Order).
3. The Seller on the Store's website informs the Customer about the date within which he is obliged to make the payment for the Order. In the absence of payment by the Customer within the period referred to in the previous sentence, the Seller, after a prior ineffective request for payment with an appropriate deadline, may withdraw from the Agreement pursuant to art. 491 of the Civil Code.

VIII. Right to withdraw from the Agreement

1. The Customer who is a Consumer may withdraw from the Agreement without giving a reason by submitting a relevant statement within 14 days. To meet this deadline, it is enough to send a statement before its expiry.
2. The Customer may formulate a statement on his own or use the model statement of withdrawal from the Agreement, which is attached as Appendix 1 to the Regulations.
3. The 14-day period is counted from the date on which the Goods were delivered or, in the case of a Contract for the provision of Services, from the date of its conclusion.
4. Upon receipt of the Consumer's declaration of withdrawal from the Agreement, the Seller shall send to the Consumer's e-mail address a confirmation of receipt of the declaration of withdrawal from the Agreement.
5. The right to withdraw from the Agreement by the Consumer is excluded in the case of:
 - a. Agreements in which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control and which may occur before the deadline for withdrawing from the Agreement;
 - b. Agreements in which the subject of the service is non-prefabricated Goods, manufactured according to the Consumer's specifications or serving to satisfy his individual needs;
 - c. Contracts for the supply of Digital Content, not delivered on a tangible medium, for which the Consumer is obliged to pay the price, if the Seller has started the service with the express and prior consent of the Consumer, who was informed before the start of the service that after the performance of the service by the Seller, he will lose the right to withdraw from the contract, and acknowledged it, and the Seller provided the consumer with the confirmation referred to in art. 15 sec. 1 and 2 or art. 21 sec. 1 of the Act on Consumer Rights.
6. Other exceptions to the right to withdraw from the Agreement are indicated in art. 38 sec. 1-2 of the Act on Consumer Rights.
7. In the event of withdrawal from the Agreement concluded remotely, the Agreement is considered not concluded. What the parties have provided is returned unchanged, unless the change was necessary to determine the nature, characteristics and functionality of the Goods. The return should take place immediately, not later than within 14 days. The purchased Goods should be returned to the Seller's address.
8. The Seller shall promptly, but not later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the Agreement, return to the Consumer all payments made by him, including the costs of delivering the Goods. The Seller returns the payment using the same method of payment as used by the Consumer, unless the Consumer agrees to a different method of return, and this method will not involve any cost for the Consumer. The Seller may withhold the reimbursement of payments received from the Customer until receipt of the Goods back or delivery by the Customer of proof of its return, depending on which event occurs first, unless the Seller proposed that he would collect the Goods from the Customer himself.
9. If the Consumer has chosen a method of delivering the Goods other than the cheapest usual method of delivery offered by the Seller, the Seller is not obliged to reimburse the Consumer for the additional costs incurred by him.
10. The Customer bears only the direct cost of returning the Goods, unless the Seller has agreed to bear this cost.

IX. Complaints regarding the Goods under the warranty

1. The Seller undertakes to deliver the Goods in accordance with the Agreement.
2. The Seller is liable for non-compliance of the Goods with the contract on the terms set out in the Act on consumer rights towards the Customer who is a Consumer and the Customer who is a natural person concluding an Agreement directly related to its business activity, when the content of this Agreement shows that it is not of a professional nature for that person resulting in particular from the subject of its business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity. The warranty against Entrepreneurs is excluded.
3. Complaints arising from the violation of the Customer's rights guaranteed by law or under these Regulations should be addressed to Tymwer-Monika Mierzanowska, ul. Wrzeciono 59a/25, 01-950 Warsaw, to the e-mail address: spocket@spocket.pl.
4. In order to consider the complaint, the Customer should send or deliver the complained Goods, if possible, attaching the proof of purchase to it. The goods should be delivered or sent to the address indicated in point 3.
5. The Seller undertakes to consider each complaint within 14 days from the date of its receipt.
6. In the event of deficiencies in the complaint, the Seller will call the Customer to complete it to the extent necessary immediately, but not later than within 7 days from the date of receipt of the request by the Customer.

X. Complaints regarding the provision of electronic services

1. The Customer may submit complaints to the Seller in connection with the functioning of the Store and the use of the Services. Complaints can be submitted in writing to the following address: Tymwer-Monika Mierzanowska, ul. Wrzeciono 59a/25, 01-950 Warsaw to the e-mail address: spocket@spocket.pl.
2. In the complaint, the Customer should provide his name and surname, correspondence address, type and description of the problem.
3. The Seller undertakes to consider each complaint within 14 days from the date of its receipt. In the event of deficiencies in the complaint, the Seller will call the Customer to supplement it to the extent necessary within 7 days from the date of receipt of the request by the Customer.

XI. Out-of-court methods of settling complaints and pursuing claims

1. The Customer who is a Consumer has e.g. the following possibilities of using out-of-court methods of dealing with complaints and pursuing claims:
 - a. is entitled to apply to the permanent amicable consumer court operating at the Trade Inspection with a request to settle a dispute arising from the concluded Sales Agreement;
 - b. is entitled to apply to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Customer and the Seller;
 - c. may obtain free assistance in resolving the dispute between the Customer and the Seller, also using the free assistance of the powiat (municipal) consumer ombudsman or social organization whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers). Advice is provided by the Consumer Federation at the toll-free consumer helpline number 800 007 707 and by the Polish Consumers Association at the email address: advice@dlakonsumentow.pl;
 - d. submit your complaint via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.

XII. Personal data protection

The personal data provided by the Customers are collected and processed by the Seller in accordance with applicable law and in accordance with the Privacy Policy, which constitutes Appendix 2 to the Regulations.

XIII. Final Provisions

1. All rights to the Online Store, including proprietary copyrights, intellectual property rights to its name, Internet domain, Online Store website, as well as forms and logos belong to the Seller, and they may be used only in the manner specified and in accordance with Regulations.
2. Settlement of any disputes arising between the Seller and the Customer who is a Consumer is submitted to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure.
3. Settlement of any disputes arising between the Seller and the Customer who is an Entrepreneur shall be submitted to the court competent for the seat of the Seller.
4. The provisions regarding the Consumer contained in these Regulations, regarding withdrawal from the contract and complaints, apply to a natural person concluding a contract directly related to his business activity, when the content of this contract shows that it is not of a professional nature for that person, resulting in particular from the subject of its business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity. Provisions on out-of-court methods of settling complaints and pursuing claims shall not apply.
5. In matters not covered by these Regulations, the provisions of the Civil Code, the provisions of the Act on the provision of electronic services, the provisions of the Act on Consumer Rights and other relevant provisions of Polish law shall apply.
6. Each Customer will be informed about any changes to these Regulations through information on the home page of the Online Store containing a list of changes and the date of their entry into force. Customers who have an Account will be additionally informed about the changes along with their summary to the e-mail address indicated by them. The date of entry into force of the changes will not be shorter than 14 days from the date of their announcement. If the Customer with a Customer Account does not accept the new content of the Regulations, he is obliged to notify the Seller of this fact within 14 days from the date of notification of the change in the Regulations. Notifying the Seller of the lack of acceptance of the new content of the Regulations results in the termination of the Agreement.