

Terms and conditions of the online shop - spocket.pl

I. General provisions

1. These Regulations define the general terms and conditions, manner of providing electronic services and sales conducted through the **spocket.pl** Internet Store. The Shop is operated by Monika Mierzanowska, conducting business under the name TYMWER - Monika Mierzanowska and entered in the Register of Entrepreneurs of the Central Register and Information on Business Activity conducted by the Minister of Development at ul. Wrzeciono 59a/25, 01-950 Warsaw 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 Terms and Conditions are continuously available on the spocket.co.uk website, in a manner that allows its content to be obtained, reproduced and recorded by printing or saving on a medium at any time.
4. The Seller informs that the use of services provided electronically may be associated with a risk on the part of each Internet user, consisting of the possibility of introducing harmful software to the Client's IT system and obtaining and modifying its data by unauthorised persons. In order to avoid the risk of the aforementioned threats, the Customer should use appropriate technical measures to minimise their occurrence, in particular anti-virus software and a firewall.
5. The Seller has designated a single point of contact for communication with the Customers, the authorities of the European Union Member States, the European Union Commission and the Digital Services Board referred to in the DSA Regulation. Communication at the point shall take place at the e-mail address indicated in point 2 above, in Polish and English.

II. Definitions

Terms used in the Rules and Regulations shall mean:

1. **Working days** - these are days from Monday to Friday excluding public holidays;
2. **Customer** - a natural person with full legal capacity, a natural person running a business, a legal person or an organisational unit that is not a legal person, to which specific provisions grant legal capacity, who places an Order at the Online Store or uses other Services available at the 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 Shop allocated to a given Customer, by means of which the Customer may carry out certain actions within the Online Shop;
5. **Consumer** - a customer who is a consumer within the meaning of Article 22[1] of the Civil Code;
6. **Entrepreneur** - Customer who is an entrepreneur within the meaning of Article 43[1] of the Civil Code;
7. **Regulations** - this document;
8. **DSA Regulation** - Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the digital single market for services and amending Directive 2000/31/EC (Digital Services Act);
9. **Goods** - the product presented in the Online Shop, the description of which is available next to each product presented;
10. **Sales Contract** - a contract for the sale of Goods within the meaning of the Civil Code, concluded between the Seller and the Customer;
11. **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 (Dz.U. No. 144, item 1204 as amended);
12. **Consumer Rights Act** - Act of 30 May 2014 on consumer rights (Journal of Laws 2014, No. 827);
13. **Act on provision of services by electronic means** - Act of 18 July 2002 on provision of services by electronic means (Journal of Laws No. 144, item 1204 as amended);
14. **Order** - the Customer's declaration of intent, aiming directly at the conclusion of the Sales Agreement, specifying in particular the type and number of Goods.

III. Rules of using the Internet Shop

1. The use of the Online Shop is possible on condition 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 web browser 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 later,
 - d. enable Cookies and Javascript in your web browser.
2. Use of the Online Shop means any action by the Customer which leads to him/her becoming acquainted with the content of the Shop.
3. In particular, the customer is obliged to:
 - a. not to provide or transmit content which is prohibited by law, e.g. content which promotes violence, is defamatory or infringes personal rights, copyrights or other rights of third parties,
 - b. use the Online Shop in a manner 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) within the Internet Shop,
 - d. use the Internet Shop in a manner not onerous for other Customers and the Seller,
 - e. use any content posted within the Online Shop only for your own personal use,
 - f. use the Internet Shop in a manner compliant with the laws in force in the Republic of Poland, the provisions of the Rules of Procedure, as well as with the general principles of Internet use.

IV. Services

1. The Seller makes it possible through the Online Shop to use free Services, which are provided by the Seller 24 hours a day, 7 days a week.
2. The service of maintaining an Account in the Online Shop is available after registration. Registration takes place by completing and accepting a registration form made available on one of the pages of the Online Shop. The agreement on the provision of the service consisting in maintaining an Account in the Online Shop is concluded for an indefinite period of time and shall be terminated at the moment of sending a request by the Customer to delete the Account or using the "Delete Account" button.
3. The Customer has the possibility to receive commercial information from the Seller in the form of messages sent to the e-mail address provided by the Customer (Newsletter service). For this purpose, the correct e-mail address should be provided or the relevant field should be activated in the registration form or the Order form. The Customer may revoke consent to sending commercial information at any time. The Newsletter service agreement shall be concluded for an indefinite period of time and shall be terminated upon the Customer's request to remove his/her email address from the Newsletter subscription service or unsubscribe using the link contained in the message sent under the Newsletter service.
4. The Seller has the right to organise occasional competitions and promotions, the terms and conditions of which will be stated each time on the web pages of the Store. Promotions in the Internet Store are not cumulative, unless the Regulations of a given promotion state otherwise.
5. If the Customer breaches the provisions of these Terms and Conditions, the Vendor, after an ineffective call to cease or remove the breaches, setting an appropriate time limit, may terminate the contract for the provision of Services at 14 days' notice.

V. Procedure for concluding the Sales Contract

1. Information about the Goods given on the Shop's websites, in particular their descriptions, technical and usable parameters and prices, constitute an invitation to conclude a Contract, within the meaning of Article 71 of the Civil Code.
2. All Goods available in the Online Shop are brand new, in accordance with the Contract and have been legally introduced into the Polish market.

3. In the event that the Seller uses mechanisms for individual price adjustment on the basis of automated decision-making, it shall communicate this information to the Consumer in each case, when placing an Order, taking into account the requirements imposed in this regard by the data protection legislation.
4. To place an Order, you must have an active e-mail account.
5. In the case of placing an Order via the Order form available on the website of the Online Shop, the Order is placed by the Client to the Seller in electronic form and constitutes an offer to conclude a Contract of Sale for the Goods being the subject of the Order. An offer made in electronic form binds the Customer if the Seller sends to the e-mail address provided by the Customer a confirmation of acceptance for execution of the Order, which constitutes a statement of the Seller on acceptance of the Customer's offer and upon its receipt by the Customer a Contract of Sale is concluded.
6. Placing an Order in the Online Shop by sending an electronic message takes place during the Working Days and hours indicated on the Online Shop website. For this purpose, the Customer should:
 - a. specify in the content of an e-mail message addressed to the Seller the name of the Goods from among the Goods on the website of the Store and its quantity,
 - b. indicate the delivery method and method of payment from among the delivery and payment methods listed on the Shop's website
 - c. provide the data required to process the Order, in particular: first and last name, place of residence and e-mail address.
7. Information on the total value of the Order, referred to in the above paragraph, is provided each time by the Seller by way of informing by e-mail together with the information that the conclusion of the Contract of Sale by the Customer entails the obligation to pay for the ordered Goods, at which moment the Contract of Sale is concluded.
8. In the case of a Customer who is a Consumer, the Seller sends the Customer a confirmation of the terms and conditions of the Order each time the Order is placed via e-mail.
9. The Contract is concluded as soon as the Customer, who is a Consumer (in response to the confirmation of the Order terms sent by the Seller) sends an electronic message to the Seller's electronic mail address, in which the Customer: accepts the content of the sent Order and agrees to its execution and accepts the content of the Terms and Conditions and confirms that he/she has read the instructions on withdrawing from the Contract.
10. The contract of sale shall be concluded in Polish, English or German, with contents in accordance with the Terms and Conditions.

VI. Delivery

1. Delivery of the Goods is made 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 courier service;
 - b. via the postal operator;
3. The Seller on the web pages of the Store in the description of the Goods informs the Customer of the number of Working Days required for the processing of the Order and its delivery, as well as the amount of the charges for the delivery of the Goods.
4. The time limit for delivery and performance of the Order shall be calculated in Working Days in accordance with clause. VII item 2.
5. The Seller shall, at the Customer's option, provide with the Goods either a receipt or a VAT invoice covering the Goods supplied.
6. If different lead times are stipulated for the Goods covered by the Order, the longest period stipulated shall apply to the entire Order.

VII. Prices and payment methods

1. The prices of the Goods are quoted in Polish zloty or Euros at the Customer's choice and include all components, including VAT, customs duties and other charges.
2. The customer can choose the following payment methods:
 - a. bank transfer to the Seller's bank account (in this case, the processing of the Order will commence after the Seller has sent the Customer a confirmation of acceptance of the Order,

- and the Order will be dispatched 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 at the time of delivery (in this case, realisation of the Order and its dispatch will be commenced after the Seller has sent the Customer a confirmation of acceptance of the Order and completion of the Order);
 - c. electronic payment (in this case, the processing of the Order will commence after the Seller has sent the Customer a confirmation of acceptance of the Order and after the Seller has received information from the billing agent's system that the Customer has made payment, and dispatch will take place immediately after completion of the Order);
 - d. electronic payment (in this case, the processing of the Order will commence after the Seller has sent the Customer a confirmation of acceptance of the Order and after the Seller has received information from the billing agent's system that the Customer has made payment, and dispatch will take place immediately after completion of the Order).
3. The Seller shall inform the Customer on the Shop's website of the deadline within which the Customer is obliged to make payment for the Order. If the Customer fails to make payment within the time limit referred to in the preceding sentence, the Seller, after an ineffective call for payment setting an appropriate time limit, may withdraw from the Contract on the basis of Article 491 of the Civil Code.

VIII. Right of withdrawal

1. The Customer, who is a Consumer, may withdraw from the Contract without stating any reason by submitting a declaration to this effect within 14 days. Sending the declaration before the deadline is sufficient to meet this deadline.
2. The Customer may formulate his/her statement himself/herself or use the model statement of withdrawal, which is attached as Appendix No. 1 to the Terms and Conditions.
3. The 14-day period shall be calculated from the day on which the Goods are delivered or, in the case of a Service Contract, from the day on which the Contract is concluded.
4. Upon receipt of the Consumer's notice of withdrawal, the Seller shall send an acknowledgement of receipt of the notice of withdrawal to the Consumer's e-mail address.
5. The Consumer's right of withdrawal is excluded in the case of:
 - a. A contract in which the price or remuneration is dependent on fluctuations in the financial market over which the Seller has no control and which may occur before the end of the withdrawal period;
 - b. A contract in which the object of performance is a non-refabricated good made to the Consumer's specifications or intended to meet the Consumer's personalised needs;
 - c. Contracts for the supply of Digital Content not supplied on a tangible medium for which the Consumer is liable to pay the price, if the Seller has commenced performance with the express and prior consent of the Consumer, who has been informed before the commencement of performance that after the Seller's performance he will lose his right of withdrawal, and has acknowledged this, and the Seller has provided the Consumer with the confirmation referred to in Article 15(1) and (2) or Article 21(1) of the Consumer Rights Act.
6. Other exceptions to the right of withdrawal are set out in Article 38(1)-(2) of the Consumer Rights Act.
7. In the event of withdrawal from a Contract concluded at a distance, the Contract shall be deemed not to have been concluded. What the parties have provided shall be returned unchanged, unless the change was necessary in order to ascertain the nature, characteristics and functionality of the Goods. The return should take place immediately, no later than within 14 days. The purchased Goods should be returned to the Seller's address.
8. The Seller shall immediately, but no later than within 14 days from the date of receipt of the Consumer's declaration of withdrawal from the Contract, refund to the Consumer all payments made by the Consumer, including the costs of delivering the Goods. The Seller shall reimburse the payment using the same method of payment used by the Consumer, unless the Consumer agrees to a different method of reimbursement, which method shall not involve any cost to the Consumer. The Seller may withhold reimbursement of payments received from the Consumer until it has received the Goods back or the Consumer has provided evidence of its return, whichever event occurs first, unless the Seller has offered to collect the Goods from the Consumer itself.

9. If the Consumer has chosen a delivery method for the Goods other than the cheapest ordinary delivery method offered by the Seller, the Seller shall not be obliged to reimburse the Consumer for any additional costs incurred by the Consumer.
10. The Customer shall only bear the direct cost of returning the Goods, unless the Seller has agreed to bear this cost.

IX. Warranty Claims for Goods

1. The Seller undertakes to deliver the Goods in accordance with the Contract.
2. The Seller shall be liable for non-compliance of the Goods with the agreement on the terms and conditions specified in the Act on Consumer Rights towards the Customer who is a Consumer and towards the Customer who is a natural person concluding the Agreement directly related to his/her business activity, if it follows from the content of the Agreement that it is not of a professional nature for that person, in particular resulting 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. The warranty for Entrepreneurs is excluded.
3. Complaints arising from infringement of the Customer's rights guaranteed by law or on the basis of these Regulations should be addressed to Tymwer-Monika Mierzanowska, ul. Wrzeciono 59a/25, 01- 950 Warsaw, at the following e-mail address: spocket@spocket.pl.
4. In order to consider the complaint, the Customer should send or deliver the Goods under complaint, if possible enclosing the proof of purchase. The Goods should be delivered or sent to the address indicated in point. 3.
5. The seller undertakes to deal with any complaint within 14 days of receipt.
6. In the case of deficiencies in the complaint, the Seller shall call on the Customer to supplement the complaint to the extent necessary immediately, but no later than within 7 days, from the date of receipt of the call by the Customer.

X. Complaints regarding the provision of electronic services

1. The Customer may submit complaints to the Seller in relation to the functioning of the Shop and the use of the Services. Complaints may be submitted in writing to the following address: Tymwer-Monika Mierzanowska, ul. Wrzeciono 59a/25, 01-950 Warsaw at the e-mail address: spocket@spocket.pl.
2. In the complaint, the customer should state his/her name, mailing address, type and description of the problem.
3. The Seller undertakes to consider each complaint within 14 days of its receipt. In the case of deficiencies in the complaint, the Seller shall call on the Customer to supplement the complaint to the extent necessary within 7 days from the date of receipt of the call by the Customer.

XI. Out-of-court complaint and redress procedures

1. A customer who is a Consumer has, inter alia, the following options for using out-of-court complaint and redress procedures:
 - a. shall be entitled to apply to the permanent amicable consumer court operating at the Trade Inspection for settlement of a dispute arising from the concluded Sales Agreement;
 - b. is entitled to apply to the regional inspector of the Commercial Inspection to initiate mediation proceedings for an amicable settlement of the dispute between the Customer and the Seller;
 - c. may obtain free assistance in resolving a dispute between a Customer and a Seller, using also the free assistance of a county (municipal) consumer ombudsman or a social organisation whose statutory tasks include protecting consumers (e.g. Federation of Consumers, Association of Polish Consumers). Advice is provided by the Federation of Consumers at the toll-free consumer helpline number 800 007 707 and by the Association of Polish Consumers at the email address porady@dlakonsumentow.pl;
 - d. submit your complaint via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.

XII. Protection of personal data

The Seller collects and processes the personal data provided by the Customers in accordance with the applicable laws and in accordance with the Privacy Policy, which constitutes Appendix No. 2 to the Terms and Conditions.

XIII. Final provisions

1. All rights to the Online Shop, including property copyright, intellectual property rights to its name, Internet domain, the Online Shop website, as well as to the forms, logos belong to the Seller, and their use may only be performed in the manner specified and in accordance with the Terms and Conditions.
2. The settlement of any disputes arising between the Seller and the Customer, who is a Consumer, shall be submitted to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure.
3. Any disputes arising between the Seller and the Customer who is an entrepreneur are referred to the court having jurisdiction over the Seller's registered office.
4. The provisions contained in these Rules and Regulations concerning the Consumer, on the subject of withdrawal from the agreement and complaints, shall apply to a natural person concluding an agreement directly related to his/her business activity, if it follows from the content of that agreement that it is not of a professional nature for that person, resulting 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. The provisions on out-of-court means of settling complaints and asserting claims do not apply.
5. In matters not covered by these Terms and Conditions, the provisions of the Civil Code, the provisions of the Act on Providing Services by Electronic Means, the provisions of the Act on Consumer Rights and other relevant provisions of Polish law shall apply.
6. Each Customer shall be informed of any changes to these Terms and Conditions by means of information on the home page of the Online Shop containing a summary of the changes and their effective date. Customers who have an Account will additionally be informed of the changes together with a summary of the changes to the e-mail address indicated by them. The effective date of the changes shall not be shorter than 14 days from the date of their announcement. If the Customer who has an Account does not accept the new content of the Terms and Conditions, he/she is obliged to inform the Seller about this fact within 14 days from the date of informing about the changes to the Terms and Conditions. Notifying the Seller about the lack of acceptance of the new content of the Terms and Conditions shall result in termination of the Agreement.