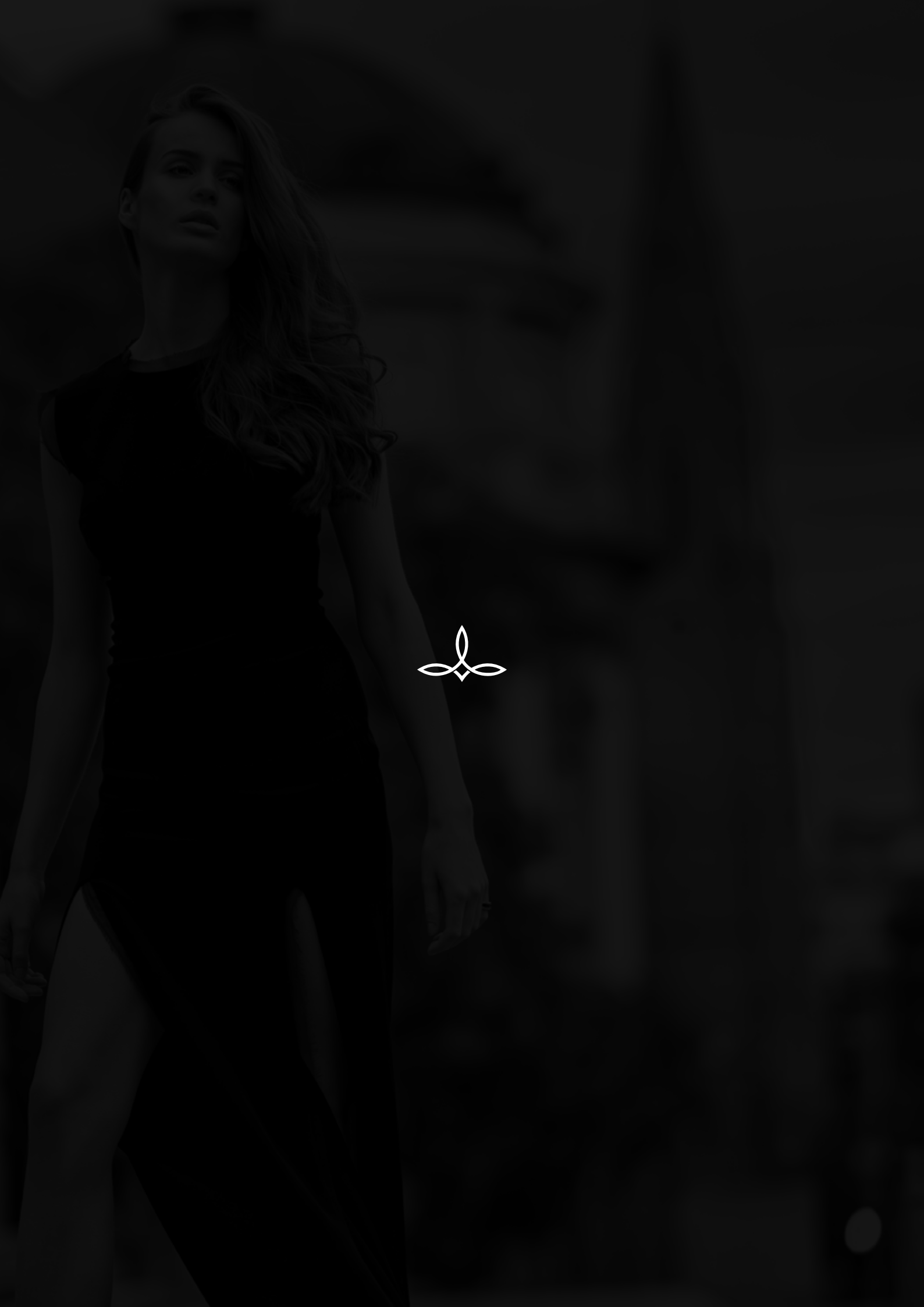




Ania Krzyzanowska

Official Account Terms and Conditions





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Section 1 DEFINITIONS

Consumer – consumer in the meaning of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council.

Account – a free-of-charge function of the Shop (service) which allows the Buyer to register his/her own individual account at the Shop and which is regulated by the present Terms and Conditions.

Buyer – any entity which registers an Account at the Shop and has its habitual residence in the European Union.

Shop – online shop ANIA KRZYŻANOWSKA: OFFICIAL maintained by the Seller at aniakrzyzanowska.com directed to Buyers.

Seller – C'ANA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered seat at ul. Mikołaja Kopernika 13/1, 00-359 Warszawa, Poland, entered into the National Court Register - register of entrepreneurs by SĄD REJONOWY DLA M.ST.WARSZAWY W WARSZAWIE, XII WYDZIAŁ GOSPODARCZY KRAJOWEGO REJESTRU SĄDOWEGO, under KRS no. 0000634303, NIP 5252674226, REGON no. 36529274100000.

Section 2 SELLER'S CONTACT DETAILS

1. Postal address: ul. Mikołaja Kopernika 13/1, 00-359 Warszawa, Poland
2. E-mail address: info@aniakrzyzanowska.com
3. Phone number: +48 500 162 924

Section 3 TECHNICAL REQUIREMENTS

1. An active e-mail account and a device with Internet access and a web browser supporting: cookie files, JavaScript are necessary for the correct creation of the Account and its correct functioning.

Section 4 ACCOUNT

1. The Buyer creates an Account voluntarily.
2. The Account provides the Buyer with additional options, such as: reviewing the order history of orders placed by the Buyer at the Shop, checking the order status or editing his/her data independently.
3. To create an Account the Buyer needs to fill out a proper form at the Shop.
4. The creation of the Account entails the conclusion of the contract for an unspecified term between the Buyer and the Seller relating to management of the Account on the terms specified in these Terms and Conditions.



5. The Buyer can delete the Account at any time without incurring any costs.

6. In order to delete the Account, the Buyer should send a resignation to the following e-mail address: info@aniakrzyzanowska.com. As a result the Account will be deleted and the contract relating to management of the Account will be terminated.

Section 5 COMPLAINTS

1. Complaints about functioning of the Account should be addressed to the following e-mail address: info@aniakrzyzanowska.com.

2. The Seller will review the complaint within the period of 14 days.

OUT-OF-COURT COMPLAINT AND REDRESS MECHANISM

3. In case where the complaint procedure fails to bring the expected results, the Consumer may use, i.a.:

a. assistance of competent European Consumer Centre of the EEC-Net. Centres provide Consumers with information about their rights and assist in solving individual problems with cross border transactions. The assistance of Consumer Centres is free of charge by default. A list of Consumer Centres competent for each country can be found at: <https://konsument.gov.pl/eck-w-europie/>;

b. Online Dispute Resolution (ODR) developed by the European Commission, available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

4. Furthermore, the following support options are available in the Republic of Poland:

a. mediations conducted by the locally competent Regional Trade Inspector, to whom an application for mediation should be directed. The proceedings are free-of-charge by default. A list of Inspectorates can be found at: https://www.uokik.gov.pl/wazne_adresy.php#faq595;

b. assistance of the locally competent permanent consumer court of arbitration operating with the Regional Trade Inspector, where an application for a review before the arbitration court should be submitted. The proceedings are free-of-charge by default. The list of courts is available at the following address: https://www.uokik.gov.pl/wazne_adresy.php#faq596;

c. free-of-charge assistance of the municipal or powiat consumer advocate.

Section 6 PERSONAL DATA

1. Controller of personal data provided by the Buyer when using the Account is the Seller. Detailed information on the processing of personal data by the Seller – including other purposes and grounds for data processing, as well as on data recipients – can be found in the Privacy Policy available in the Shop – due to the principle of transparency contained in the General Data Protection Regulation of the European Parliament and of the Council on data protection – “GDPR”.

2. The objective of processing Buyer’s data is to maintain the Account. A basis for processing personal data in this case is a service agreement or activities taken upon request of the Buyer aiming at concluding such an



agreement (point (b) of Article 6(1) of the GDPR) as well as a legitimate interest of the Seller consisting in processing data in order to establish, exercise or defend possible claims (point (f) of Article 6(1) of the GDPR).

3. The provision of data by the Buyer is voluntary, but at the same time necessary to maintain the Account. Failure to provide data means that the Seller will not be able to provide the service consisting in maintaining the Account.

4. The Buyer's data will be processed until:

- a. the Account is deleted by the Buyer or the Seller at the Buyer's request
- b. the Buyer or the Seller ceases to be able to exercise claims related to the Account;
- c. the Buyer's objection to the processing of their personal data is accepted – if the processing was based on the legitimate interest of the Seller – depending on what is applicable in a given case and what happens latest.

5. The Buyer has the right to request:

- a. access to their personal data,
- b. their rectification,
- c. their deletion,
- d. restriction of processing,
- e. transfer of data to another controller

and the right to:

- f. object to processing of data at any time on grounds relating to a specific situation of the Buyer – to processing of personal data concerning the data subject, based on point (f) of Article 6(1) of the GDPR (i.e. on legitimate interests pursued by the controller).

6. In order to exercise his/her rights, the Buyer should contact the Seller.

7. If the Buyer considers that their data is processed illegally, the Buyer may lodge a complaint with the President of the Personal Data Protection Office.

Section 7 RESTRICTIONS

1. The Buyer is forbidden to provide content of illegal nature.

2. The contract relating to management of the Account is concluded in English.

3. In the case of any substantial reasons which are referred to in subsection 4, the Seller has the right to change the present Account Terms and Conditions.

4. The substantial reasons referred to in subsection 3 are as follows:



- a. the need to adapt the Shop to the provisions of the law applicable to the Shop's activity
- b. improving safety of the services provided
- c. changes in the functionality of the Account which require modifications in of the Account Terms and

CONDITIONS

5. The Buyer will be informed about the planned changes in the Account Terms and Conditions via an e-mail sent to the address assigned to the Account at least 7 days before they come into force.
6. If the Buyer does not accept the planned changes, he/she should inform the Seller about that fact by sending an e-mail to the Seller's e-mail address info@aniakrzyzanowska.com. This will result in termination of the contract relating to the management of the Account on the date when the planned changes come into force or before that date, if demanded by the Buyer.
7. If the Buyer accepts the planned changes before the date of its entry into force, it is assumed that he/she accepts them. However it does not prevent him/her from terminating the contract in the future.
8. Any dispute arising between the Seller and the Buyer who is not the Consumer will be submitted to the court competent for the Seller's registered office.
9. Any contract concluded on the basis of these Terms and Conditions is governed by the provisions of the Polish law, provided that this choice does not result in a situation where the Consumer loses protection afforded to him/her based on mandatory provisions of law, which would apply if this law was not selected. In such cases the provisions most favourable to the Consumer shall prevail.

