

REGULATIONS OF THE HUMAN EXPERIENCE SERVICE

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§ 1 General provisions

1. The Human Experience online service, operating at the address human-experience.eu (hereinafter: the "Service"), is operated by: Fundacja Rozwoju Przedsiębiorczości "Twój StartUp" with its registered office in Warsaw, ul. Żurawia 6/12, unit 766, 00-503 Warsaw, correspondence address: Atlas Tower, Al. Jerozolimskie 123a, 18th floor, 02-017 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under number KRS 0000442857, NIP (tax identification number): 521-364-12-11, REGON (statistical number): 146433467, BDO: 000460502.
2. The provisions of these Regulations concern activities performed for the benefit of Fundacja Rozwoju Przedsiębiorczości "Twój StartUp" by an organised part of the enterprise under the name Human Experience, operating at a branch of Fundacja Rozwoju Przedsiębiorczości "Twój StartUp", represented by Bartłomiej Michalczyk (e-mail address: bart.michalczyk@gmail.com, telephone: +48 789 719 193). The person indicated in this paragraph is appointed by Fundacja Rozwoju Przedsiębiorczości "Twój StartUp" as the contact person for the purposes of implementing the provisions of these Regulations.
3. The Regulations define in particular:
 - a) the rules for using the Service;

- b) the terms and conditions for placing orders for Products available in the Service;
 - c) the time and rules for order fulfilment;
 - d) the terms and forms of payment;
 - e) the Client's right to withdraw from the contract;
 - f) the rules for submitting and handling complaints;
 - g) specific rights of a Client who is a Consumer.
4. StartUp sells and provides Services via the Service using means of distance communication. Contracts concluded by the Client with StartUp through the Service are distance contracts within the meaning of the Act of 30 May 2014 on Consumer Rights.
 5. The Client is entitled and obliged to use the Service in accordance with its intended purpose and in line with principles of community life and good practice.
 6. Browsing the Service does not require registration, and placing orders for Products by the Client on their own does not require creating a registered account.
 7. The Regulations are available free of charge in the Service, in a form that enables their acquisition, playback and recording.
 8. The Client is obliged to familiarise themselves with the content of the Regulations. Use of the Service is only possible after reading and accepting the Regulations.
 9. The Client may only be a person having full legal capacity.
 10. Terms used in the Regulations mean:
 - a) "StartUp" – Fundacja Rozwoju Przedsiębiorczości "Twój StartUp" with its registered office in Warsaw, ul. Żurawia 6/12, unit 766, 00-503 Warsaw, correspondence address: Atlas Tower, Aleje Jerozolimskie 123A, 18th floor, 02-017 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under number 0000442857, NIP: 521-364-12-11, REGON: 146-433-467, BDO: 000460502;
 - b) "Client" – a person using the Service, purchasing Goods or Services provided by StartUp as part of the Service;
 - c) "Consumer" – a natural person concluding a legal act with an entrepreneur that is not directly related to their business or professional activity;
 - d) "Services" – services provided by StartUp and offered to Clients via the Service, excluding Digital Services;
 - e) "Digital Service" – a digital service within the meaning of Article 2 point 5a of the Act of 30 May 2014 on Consumer Rights, provided by StartUp and offered to Clients via the Service;
 - f) "Goods" – movable items sold by StartUp to Clients via the Service;
 - g) "Products" – Goods, Services or Digital Services;
 - h) "Service" – the website at the address human-experience.eu, through which StartUp provides services by electronic means to the Client and also offers Products to Clients and enables the conclusion of contracts;

- i) "Contract" – a contract concluded between StartUp and the Client via the Service;
 - j) "Account" – an individual Client account in the Service that enables the Client to use Services and Digital Services and to conclude Contracts after logging in;
 - k) "Business days" – all days except Saturdays, Sundays and public holidays;
 - l) "Regulations" – these regulations.
11. If there is a justified suspicion that the Client has provided untrue data, StartUp has the right to withdraw from performance of the Contract, notifying the Client of this.
12. If the Client provides incorrect or inaccurate data, in particular an incorrect or inaccurate address, StartUp is not liable for non-delivery or delay in delivery of Goods or for non-performance of a Service or Digital Service, to the fullest extent permitted by law.
13. The information contained in the Service, in particular announcements, advertisements and price lists, does not constitute an offer within the meaning of Article 66 of the Act of 23 April 1964 – the Civil Code. The information contained in the Service constitutes an invitation to conclude a Contract within the meaning of Article 71 of the Civil Code.
14. StartUp is obliged to provide the Client who is a Consumer, in a clear and visible manner, directly before the Client places an order, with information in particular about:
- a) the main characteristics of the performance, taking into account the subject of the performance and the method of communication with the Client,
 - b) the total price or remuneration for the performance including taxes, and where, due to the nature of the subject of the performance, the price or remuneration cannot reasonably be calculated in advance, the manner in which it will be calculated, as well as charges for transport, delivery, postal services and any other costs, and where these charges cannot be determined, information about the obligation to pay them;
 - c) the right to withdraw from the contract or the absence of such right;
 - d) the duration of the contract or, where the contract is of indefinite duration or is to be automatically extended, the manner and grounds for terminating the contract;
 - e) the minimum duration of the Client's obligations under the contract.
15. If StartUp provides for the possibility of accepting individual orders from Clients (made-to-order), such orders may be placed by Clients via the e-mail address of StartUp indicated in the Service. In such a case, StartUp prepares a quotation and sends it to the Client's e-mail address indicated by the Client.
16. The time for completing an individual (made-to-order) order is 30 days from the conclusion of the Contract, unless StartUp has informed the Client, at the latest before placing the order, of another deadline.
17. The Service serves Clients within the territory of the Republic of Poland and outside its borders, unless the offer of StartUp in the Service provides otherwise.

§ 2 Technical requirements necessary for using the Service

1. To browse the Service, it is necessary to have:
 - a) a terminal device with access to the Internet;
 - b) an Internet browser that enables the acceptance of cookies, for example the current version of Internet Explorer, Microsoft Edge, Google Chrome, Mozilla Firefox, Opera or Safari;
 - c) acceptance of necessary cookies.
 2. To use the functionalities of the Service, in particular to register in the Service or to place orders for Products, it is necessary to have an active e-mail account.
 3. The Service uses cookies in order to properly provide Services and to ensure security. Blocking cookies, as well as using external applications intended to block them, may result in incorrect functioning of the Service and may prevent proper performance of a Service, for which StartUp is not liable.
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§ 3 Sale of Goods – terms and time for order fulfilment

1. Through the Service, StartUp concludes contracts of sale of Goods with Clients. Under the contract of sale, StartUp undertakes to transfer ownership of the Goods to the Client and to deliver the Goods to the Client, and the Client undertakes to collect the Goods and pay StartUp the price.
2. In order to place an order, the Client selects the Goods they are interested in by using the "Add to cart" command or another equivalent wording on the page of a given Good, and then provides details and selects the method of delivery and payment.
3. The cart enables the Client to:
 - a) add and remove Goods and their quantities;
 - b) specify the address to which the Goods are to be delivered and provide data necessary for issuing an invoice;
 - c) select the method of delivery;
 - d) select the method of payment;
 - e) add a discount code (if applicable).
4. The Client places an order by confirming the order and choosing a button labelled "order with an obligation to pay" or another equivalent wording.
5. Placing and confirming the order entails the Client's obligation to pay the price of the Goods and delivery costs. Confirmation of the order by StartUp is the moment of

conclusion of a contract of sale between StartUp and the Client.

6. Dispatch of the purchased Goods is carried out within 30 business days from the moment the payment is credited to StartUp's bank account, unless the Regulations provide otherwise or StartUp has informed the Client, directly prior to placing the order, of another deadline.
7. Goods purchased via the Service are dispatched to the address indicated by the Client.
8. Orders via the Service may be placed 24 (twenty four) hours a day, 7 (seven) days a week. Orders placed on Saturdays, Sundays or public holidays are processed on the next business day.
9. If only part of the order can be fulfilled, StartUp may, before confirming the order, propose to the Client:
 - a) cancellation of the entire order (if this option is chosen by the Client, StartUp is released from the obligation to fulfil the order);
 - b) cancellation of the order in the part in which fulfilment is not possible within the specified timeframe (if this option is chosen by the Client, the order will be fulfilled in part and StartUp will be released from the obligation to fulfil it in the remaining scope);
 - c) performance of a substitute performance that will be agreed with the Client. An order for a substitute performance, once approved by the Client, is treated as final;
 - d) splitting the order and setting a new deadline for fulfilment of that part of the order that cannot be fulfilled within the originally specified period (if this option is chosen by the Client, the Goods making up the order will be sent in several separate shipments, and the Client will bear additional costs related to splitting the order into several shipments).
10. If the ordered Goods are not available or if StartUp is unable to fulfil the Client's order for other reasons, StartUp will inform the Client of this by sending a message to the Client's e-mail address within 7 (seven) days from the conclusion of the Contract.
11. If payment for the Goods that cannot be delivered in whole or in part has been made in advance, StartUp will refund the amount paid (or the difference) within 14 (fourteen) days from the date of conclusion of the Contract, under the rules specified in detail in the Regulations.
12. For a given Good, StartUp may place in the Service information regarding the number of business days within which the shipment containing the purchased Good will be dispatched. This information is the time counted from confirmation of the order to dispatch of the ordered Good. The order fulfilment time is provided taking into account the time needed to assemble all Goods ordered.

§ 4 Liability for lack of conformity of the Goods with the Contract

1. The provisions of this paragraph of the Regulations, in accordance with Chapter 5a of the Act of 30 May 2014 on Consumer Rights, apply to StartUp's liability for lack of conformity of the Goods with a Contract concluded with:
 - a) a Consumer, or
 - b) a natural person concluding a contract directly related to their business activity, where it follows from the content of that contract that it is not of a professional nature for that person, resulting in particular from the subject of their business activity made available on the basis of provisions on the Central Registration and Information on Business (CEIDG).
2. StartUp undertakes that the Goods offered are free from physical and legal defects.
3. The Client has the right to file a complaint in the event of a lack of conformity of the Goods with the Contract.
4. The Client submits a complaint in writing or in documentary form to the e-mail address of StartUp.
5. A complaint regarding defective Goods may include one of the following demands:
 - a) repair of the Goods;
 - b) replacement of the Goods.
6. If the Goods are not in conformity with the contract, the Client may submit a statement requesting a price reduction or withdrawal from the contract if:
 - a) StartUp has refused to bring the Goods into conformity with the contract in accordance with Article 43d(2) of the Act of 30 May 2014 on Consumer Rights;
 - b) StartUp has not brought the Goods into conformity with the contract in accordance with Article 43d(4) to (6) of the Act of 30 May 2014 on Consumer Rights;
 - c) the lack of conformity of the Goods with the contract persists despite the fact that StartUp has attempted 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 price reduction or withdrawal from the contract without prior use of the protection measures specified in Article 43d of the Act of 30 May 2014 on Consumer Rights;
 - e) it clearly follows from StartUp's statement or the circumstances that StartUp will not bring the Goods into conformity with the contract within a reasonable time or without undue inconvenience for the consumer.
7. A complaint regarding defects in the Goods will be examined within 14 (fourteen) days of its receipt.
8. If StartUp does not respond to a complaint within the specified period, it is deemed that the complaint has been upheld.

9. StartUp informs the Client of the outcome of the complaint in paper form or on another durable medium.
 10. If a complaint regarding the Goods is upheld, StartUp will, depending on the Client's demand, repair the Goods, replace the Goods, reduce the price or refund the entire amount paid by the Client in connection with their withdrawal from the Contract.
 11. StartUp refunds the amount due to the Client using the same method of payment as used by the Client, unless the Client expressly agrees to a different method of refund that does not involve any costs for them. StartUp issues the Client with an appropriate correction to the proof of purchase (correcting VAT invoice or correcting specification).
 12. StartUp's liability is limited to the value of the Goods covered by the Contract. StartUp's liability for damage caused by non-performance or improper performance of a Digital Service or non-delivery of digital content does not include lost profits.
 13. In matters not regulated in the Regulations, the rights and obligations of the Client and StartUp in the event of a defect in Goods or non-performance or improper performance of the Contract by StartUp are determined by the relevant generally applicable provisions of law, in particular the Act on Consumer Rights and the Civil Code.
 14. StartUp's liability for defects in Goods, Services and Digital Services is excluded in the case of contracts concluded for the benefit of a Client who is not:
 - a) a Consumer;
 - b) a natural person concluding a contract with StartUp directly related to their business activity, where it follows from the content of that contract that it is not of a professional nature for that person, resulting in particular from the subject of their business activity made available on the basis of provisions on the Central Registration and Information on Business.
 15. Goods offered by StartUp may be covered by a manufacturer's warranty. Use of the warranty is governed by the terms set out in the guarantee statement. StartUp does not provide its own warranty for the Goods offered.
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§ 5 Provision of Services

1. StartUp provides Services to Clients, the type, scope and detailed description of which are indicated in the Service. The Services consist in particular of the sale of original drawings in the form of calendars, prints, stickers, postcards and clothing.
2. The Services are provided in the manner indicated in the Service, in particular on the page concerning a given Service.

3. StartUp places in the Service information on how the Client may place an order for Services. In order to place an order, the Client selects the Services they are interested in and then enters the data necessary for the conclusion of the Contract and the performance of the Service, including specifying the method of performance of the Service (if applicable) and the method of payment.
4. If a button or similar function is used to place an order in the Service, it is labelled clearly with the words "order with an obligation to pay" or another equivalent unambiguous wording.
5. Placing and confirming the order results in the Client's obligation to pay the remuneration for the Services and any additional costs. Confirmation of the order by StartUp is the moment of conclusion of a contract for the provision of services between StartUp and the Client.
6. The Client is informed of the commencement and end date of the provision of Services before the Contract is concluded, in particular through the Service.
7. If, at the Client's express request, the performance of the Service is to begin before the expiry of the time limit for withdrawal from a contract concluded off-premises, StartUp will require the Client to submit a statement:
 - a) containing such express request on a durable medium;
 - b) that the Client has acknowledged that they will lose the right to withdraw from the contract once the Service has been fully performed by StartUp.
8. If the Client does not consent to the commencement of performance of the Service before the expiry of the time limit for withdrawal from the Contract, the Service will be provided after that time limit expires, unless StartUp does not offer Clients the possibility to conclude Contracts in the Service without such consent.
9. The Client may terminate the contract for the provision of Services in writing or in documentary form, subject to a one-month notice period with effect at the end of a calendar month.
10. StartUp may terminate the contract for the provision of Services in writing or in documentary form, subject to a one-month notice period with effect at the end of a calendar month, for valid reasons. The parties consider the following to be valid reasons:
 - a) cessation or a decision by StartUp to cease the operation of the organised part of the enterprise of StartUp indicated in § 1;
 - b) a significant change or a decision by StartUp to significantly change the scope of activities of the organised part of the enterprise of StartUp indicated in § 1;
 - c) significant reorganisation in the enterprise of StartUp;
 - d) the occurrence of failures or difficulties (in particular technical ones) not caused by StartUp, which prevent or significantly hinder the provision of Services to the Client;
 - e) delay by the Client in payment of remuneration due to StartUp;
 - f) material breach of the Contract or Regulations by the Client.

§ 6 Liability for lack of conformity of the Service with the Contract

1. A complaint regarding Services provided not in accordance with the Contract should contain a demand appropriate for the nature of the Service.
2. A complaint regarding lack of conformity of the Service with the Contract will be examined within 14 (fourteen) days of its receipt.
3. If StartUp does not respond to a complaint within that period, it is deemed that the complaint has been upheld.
4. StartUp informs the Client of the outcome of the complaint in paper form or on another durable medium.
5. If a complaint regarding a Service is upheld, StartUp will perform the Service correctly, refund all or part of the remuneration received from the Client, or provide other benefits to the Client, depending on the type of Service and the circumstances of the case.
6. StartUp's liability is limited to the value of the Service not performed or improperly performed. StartUp's liability for damage caused by non-performance or improper performance of the Service does not include lost profits.
7. StartUp's liability for defects in Services and for non-performance or improper performance of a contract concluded with a Client is excluded in the case of contracts concluded for the benefit of a Client who is not:
 - a) a Consumer;
 - b) a natural person concluding a contract with StartUp directly related to their business activity, where it follows from the content of that contract that it is not of a professional nature for that person, resulting in particular from the subject of their business activity made available on the basis of provisions on the Central Registration and Information on Business.

§ 7 Contracts for the supply of digital content or a digital service

1. The provisions of this paragraph and the following paragraph of the Regulations, in accordance with Chapter 5b of the Act of 30 May 2014 on Consumer Rights, apply to Contracts for the supply of digital content or a Digital Service concluded with:
 - a) a Consumer, or

b) a natural person concluding a contract directly related to their business activity, where it follows from the content of that contract that it is not of a professional nature for that person, resulting in particular from the subject of their business activity made available on the basis of provisions on the Central Registration and Information on Business.

2. StartUp places in the Service information on how the Client may place orders for Digital Services. In order to place an order, the Client in particular selects the Digital Services they are interested in and then enters the data necessary for the conclusion of the Contract and the performance of the Digital Service, including specifying the manner of performance of the Service (if applicable) and the method of payment.
3. If a button or similar function is used to place an order in the Service, it is labelled clearly with the words "order with an obligation to pay" or another equivalent unambiguous wording.
4. Placing and confirming an order results in the Client's obligation to pay the remuneration for Digital Services and any additional costs. Confirmation of the order by StartUp is the moment of conclusion of a contract for the provision of Digital Services with the Client.
5. StartUp supplies the Client with digital content or a digital service immediately after conclusion of the Contract, unless the parties have agreed otherwise, in particular where a different date has been indicated for a given Digital Service in the Service. This provision does not apply where the contract provides for the supply of digital content on a tangible medium. If the Client does not consent to performance of the service before the expiry of the time limit for withdrawal from the Contract, the service will be supplied after that time limit expires.
6. StartUp informs the Client that giving the consent referred to in the preceding paragraph results in the Client losing the right to withdraw from the contract.
7. StartUp may, for valid reasons, modify the digital content or digital service in a way that is not necessary to maintain its conformity with the Contract. Valid reasons include in particular a legitimate interest of the Client or of StartUp. StartUp will inform the Client in a clear and understandable manner about the modification made. If the modification has a significant negative impact on the Client's access to or use of the digital content or digital service, StartUp is obliged to inform the Client, on a durable medium and with adequate advance notice, of the characteristics and date of the modification and the right to terminate the contract without notice. The Client may terminate the contract without notice within 30 days from the date of the modification.
8. The Client may terminate the Contract for the supply of digital content or Digital Services in writing or in documentary form subject to a one-month notice period with effect at the end of a calendar month.
9. StartUp may terminate the Contract for the supply of digital content or Digital Services in writing or in documentary form subject to a one-month notice period with effect at

the end of a calendar month, for valid reasons. The parties consider the following to be valid reasons:

- a) cessation or a decision by StartUp to cease the operation of the organised part of the enterprise of StartUp indicated in § 1;
- b) a significant change or a decision by StartUp to significantly change the scope of activities of the organised part of the enterprise of StartUp indicated in § 1;
- c) significant reorganisation in the enterprise of StartUp;
- d) occurrence of failures or significant difficulties (in particular technical ones) in the functioning of the Service, not caused by StartUp;
- e) delay by the Client in payment of remuneration due to StartUp;
- f) material breach of the Contract or Regulations by the Client.

10. In matters not regulated in this paragraph, the provisions of Chapter 5b of the Act on Consumer Rights apply.

§ 8 Liability for lack of conformity of digital content or a digital service with the Contract

1. If StartUp has not supplied digital content or a digital service, the Client calls on StartUp to supply it. If StartUp does not supply the digital content or digital service immediately or within an additional period expressly agreed by the parties, the Client may withdraw from the contract. This provision does not apply where the contract provides for the supply of digital content on a tangible medium.
2. StartUp is liable for lack of conformity of the digital content or digital service with the contract where it supplies:
 - a) digital content or a digital service supplied once or in parts, if the lack of conformity existed at the time they were supplied and becomes apparent within two years from that time;
 - b) digital content or a digital service supplied continuously, if the lack of conformity occurs or becomes apparent while they are to be supplied under the contract.
3. If digital content or a digital service is not in conformity with the contract, the Client may demand that it be brought into conformity with the contract.
4. StartUp may refuse to bring the digital content or digital service into conformity with the contract if bringing the digital content or digital service into conformity with the contract is impossible or would involve excessive costs for StartUp.
5. If the digital content or digital service is not in conformity with the contract, the Client may submit a statement requesting a price reduction or withdrawal from the contract if:
 - a) bringing the digital content or digital service into conformity with the contract is impossible or would involve excessive costs in accordance with Article 43m(2) and (3)

of the Act on Consumer Rights;

b) StartUp has not brought the digital content or digital service into conformity with the contract in accordance with Article 43m(4) of the Act on Consumer Rights;

c) the lack of conformity of the digital content or digital service with the contract persists despite the fact that StartUp has attempted to bring the digital content or digital service into conformity with the contract;

d) the lack of conformity of the digital content or digital service with the contract is so significant that it justifies a price reduction or withdrawal from the contract without prior use of the protection measure set out in Article 43m of the Act on Consumer Rights;

e) it clearly follows from StartUp's statement or the circumstances that StartUp will not bring the digital content or digital service into conformity with the contract within a reasonable time or without undue inconvenience for the Client.

6. The reduced price must remain in the same proportion to the contract price as the value of the digital content or digital service that is not in conformity with the contract bears to the value of digital content or a digital service that is in conformity with the contract. If the contract provides that digital content or a digital service is supplied in parts or continuously, the time during which the digital content or digital service was not in conformity with the contract must be taken into account when reducing the price.
7. The Client may not withdraw from the contract if the digital content or digital service is supplied in return for payment of a price and the lack of conformity of the digital content or digital service with the contract is insignificant.
8. If the Client withdraws from the contract, StartUp may demand the return of the tangible medium on which it supplied the digital content within 14 days of receiving the Client's statement of withdrawal. The Client must return the medium without delay.
9. If the Client withdraws from the contract, StartUp is obliged to refund only that part of the price corresponding to the digital content or digital service that is not in conformity with the contract and the digital content or digital service that should have been supplied in the future under the contract, which ceased to be supplied due to the withdrawal.
10. StartUp refunds the price using the same method of payment as used by the Client, unless the Client expressly agrees to a different method of refund that does not involve any costs for them.
11. StartUp's liability is limited to the value of the digital content or Digital Service that was to be supplied. StartUp's liability for damage caused by non-performance or improper performance of a Digital Service or non-supply of digital content does not include lost profits.
12. A complaint regarding lack of conformity of the Digital Service with the Contract will be examined within 14 (fourteen) days of its receipt.

13. If StartUp does not respond to a complaint within that period, it is deemed that the complaint has been upheld.
 14. StartUp informs the Client of the outcome of the complaint in paper form or on another durable medium.
 15. StartUp's liability for lack of conformity of digital content or a Digital Service with the contract and for non-performance or improper performance of a Contract concluded with a Client is excluded in the case of contracts concluded with a Client who is not:
 - a) a Consumer;
 - b) a natural person concluding a contract with StartUp directly related to their business activity, where it follows from the content of that contract that it is not of a professional nature for that person, resulting in particular from the subject of their business activity made available on the basis of provisions on the Central Registration and Information on Business.
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§ 9 Prices of Products and delivery costs

1. Prices indicated for Products offered in the Service are gross prices, meaning they include value added tax (VAT). Prices are given in Polish currency (Polish zloty – PLN).
2. The price indicated for a given Product does not include delivery costs.
3. Delivery costs are borne by the Client, unless the content of StartUp's offer in the Service provides otherwise.
4. The total amount payable by the Client in connection with the purchase of a selected Product consists of the price of the Product and the cost of delivery.
5. If StartUp has not specified a different method of performance of the obligation in the Service on the page of a given Product or during the process of placing an order by the Client, the methods of delivery of Products are as follows:
 - a) in the case of Goods: sending to the address indicated by the Client or personal collection at StartUp's premises;
 - b) in the case of Digital Services: to the e-mail address provided by the Client;
 - c) in the case of other Services: in the manner specified in the Service on the page of a given Service or during the process of placing an order by the Client, resulting in particular from the type of Service.
6. In the Service, StartUp clearly indicates, at the latest at the beginning of the Client's order process, clear and comprehensible information on any delivery restrictions for the Product.

§ 10 Methods of payment

1. In the Service, StartUp clearly indicates, at the latest at the beginning of the Client's order process, clear and comprehensible information on accepted methods of payment.
2. If StartUp has not specified a different method of payment in the Service on the page of a given Product or during the process of placing an order by the Client, the Client makes payment in one of the following ways:
 - a) by bank transfer using one of the electronic payment systems accepted by StartUp that allow fast payment for the order;
 - b) by ordinary bank transfer to the account indicated by StartUp.
3. In order to use one of the electronic payment systems, the Client must accept the terms and conditions and the terms of use of that electronic payment system. The list of electronic payment systems available in the Service is provided during order finalisation.
4. In the event of withdrawal from the contract, the funds are returned in the same manner as the payment made by the Client, unless the Client expressly agrees to a different method of refund that does not involve any costs for them.
5. StartUp does not allow Clients to make cash payments.

§ 11 Right to withdraw from the contract

1. The provisions of this paragraph apply to a Client who is a Consumer or a natural person concluding a contract with StartUp directly related to their business activity, where it follows from the content of that contract that it is not of a professional nature for that person, resulting in particular from the subject of their business activity made available on the basis of provisions on the Central Registration and Information on Business.
2. The Client indicated in paragraph 1 has the right to withdraw from the Contract without giving any reason and without incurring costs, unless generally applicable law or the provisions of these Regulations provide otherwise. A contract from which the Client indicated in paragraph 1 has withdrawn is deemed not to have been concluded.
3. To withdraw from the contract, it is sufficient to submit a statement of withdrawal from the contract and send it to StartUp within 14 (fourteen) days.

4. The period for withdrawal from the contract begins:
 - a) in the case of a Contract under which StartUp delivers Goods being obliged to transfer ownership of the Goods: from the moment the Client or a third party indicated by the Client, other than the carrier, takes possession of the Goods, and in the case of a Contract which:
 - covers many Goods that are delivered separately, in batches or parts: from the moment of taking possession of the last Good, batch or part,
 - consists in regular delivery of Goods over a specified period of time: from the moment of taking possession of the first of the Goods;
 - b) for other Contracts: from the date of conclusion of the Contract.
5. To meet the deadline for withdrawal from the contract, it is sufficient to:
 - a) send a written statement to the address of StartUp indicated in the Regulations or in the Service, or
 - b) send a statement in documentary form to the e-mail address of StartUp indicated in the Regulations or in the Service.
6. StartUp immediately sends the Client, on a durable medium, confirmation of receipt of the statement of withdrawal from the contract submitted by electronic means.
7. In the event of withdrawal from the contract, the Client is obliged to return the Product purchased without undue delay, and no later than within 14 (fourteen) days from the withdrawal from the contract, unless StartUp has offered to collect the Goods itself. To meet the deadline, it is sufficient to send the Goods back before the deadline expires. The costs of returning the Goods are borne by the Client.
8. If the Client withdraws from the contract, StartUp is obliged to refund to the Client the amount paid for the Product and the cost of delivery to the Client, within no more than 14 (fourteen) days from the date of receipt of the Client's declaration of intent to withdraw from the contract. However, if the Client chose a delivery method for the Product other than the cheapest delivery method available in the Service for a given order, StartUp is not obliged to refund the additional costs incurred by the Client.
9. StartUp will refund the payment using the same method of payment as used by the Client, unless the Client agrees with StartUp on another method of refund that does not involve any costs for them.
10. StartUp may withhold the refund of payments received from the Client until it has received the Product back or the Client has provided proof of having sent it back, whichever occurs first.
11. If the Client has sent a statement of withdrawal from the contract before receiving confirmation of the order from StartUp, the order is cancelled.
12. The Client is liable for any diminished value of the Goods resulting from the use of the Goods in a manner that goes beyond what is necessary to establish the nature, characteristics and functioning of the Goods.

13. The right to withdraw from the contract does not apply to the Client in cases specified in the Act of 30 May 2014 on Consumer Rights, in particular in relation to contracts:
- a) for the provision of services for which the consumer is obliged to pay a price, where the entrepreneur has fully performed the service with the express and prior consent of the consumer, who was informed before the provision commenced that, once the service has been performed by the entrepreneur, they will lose the right to withdraw from the contract, and who has acknowledged this;
 - b) in which the price or remuneration depends on fluctuations in the financial market over which the entrepreneur has no control and which may occur before the expiry of the time limit for withdrawal from the contract;
 - c) in which the subject of the performance is non-prefabricated Goods made to the consumer's specifications or serving to satisfy their individual needs;
 - d) in which the subject of the performance is Goods that are liable to deteriorate or have a short shelf life;
 - e) in which the subject of the performance is Goods supplied in sealed packaging that cannot be returned after opening due to health protection or hygiene reasons, if the packaging was opened after delivery;
 - f) in which the subject of the performance is Goods which, after delivery, due to their nature, are inseparably mixed with other items;
 - g) in which the subject of the performance is alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the contract of sale, and the delivery of which can only take place after 30 days, and the value of which depends on fluctuations in the market over which the entrepreneur has no control;
 - h) where the consumer has expressly requested that the entrepreneur come to them to carry out urgent repair or maintenance; if, in addition, the entrepreneur provides services other than those requested by the consumer or supplies Goods other than spare parts necessary for the performance of the repair or maintenance, the right of withdrawal applies to such additional services or Goods;
 - i) in which the subject of the performance is audio or visual recordings or computer software supplied in sealed packaging, if the packaging has been opened after delivery;
 - j) for the supply of newspapers, periodicals or magazines, with the exception of subscription contracts;
 - k) concluded at a public auction;
 - l) for the provision of services in the field of accommodation other than for residential purposes, the transport of Goods, car rental, catering or services related to leisure activities, entertainment, sporting or cultural events, if the contract specifies a specific day or period of performance;
 - m) for the supply of digital content which is not supplied on a tangible medium, for which the consumer is obliged to pay a price, where the entrepreneur has commenced performance with the consumer's express and prior consent and after informing the consumer before the performance commences that, once the performance has commenced, the consumer will lose the right to withdraw from the contract, and has provided the consumer with confirmation referred to in Article 15(1) and (2) or Article 21(1) of the Act on Consumer Rights;
 - n) for the provision of services for which the consumer is obliged to pay a price, where the consumer has expressly requested that the entrepreneur come to them for repair, and the service has already been fully performed with the consumer's express

and prior consent.

14. StartUp will also make corrections to the proofs of purchase previously issued to the Client (correcting VAT invoice or correcting specification).

§ 12 Refund of amounts paid by the Client

StartUp will refund monetary amounts within 14 (fourteen) calendar days using the same methods of payment as were used by the Client when making the payment, unless the Client expressly agrees to another method of refund that does not involve any costs for them, in the case of:

- a) withdrawal from the contract in whole or in part (in which case an appropriate part of the price is refunded) for an order paid in advance before its fulfilment;
- b) a complaint being upheld and it being impossible to repair the defective Goods or replace them with new ones or to perform a Service or Digital Service in accordance with the contract;
- c) the right to request a reduction of the price of a Product being upheld.

§ 13 Newsletter

1. The Client may consent to receive commercial information, including commercial information by electronic means, by ticking the appropriate option in the registration form or via the Service. In the event of such consent, the Client will receive StartUp's information bulletin (Newsletter) at the e-mail address they have provided.
2. The Client may unsubscribe from the Newsletter at any time by notifying StartUp of their resignation.

§ 14 StartUp contact details

The Client may contact StartUp:

1. by telephone at: +48 575 218 712;
2. by e-mail at: katowice@twojstartup.pl

§ 15 Final provisions

1. StartUp informs that the use of services provided electronically is associated with risks resulting from the public nature of the Internet, in particular the possibility of data transmitted by the Client being obtained or modified by unauthorised third parties. To minimise these risks, the Client should use appropriate security measures, including in particular using antivirus software, keeping web browsers and operating systems up to date and avoiding the use of open access points.
2. To the fullest extent permitted by law, StartUp is not liable for the blocking by mail server administrators of messages sent to the e-mail address provided by the Client and for the deletion or blocking of e-mails by software installed on the computer used by the Client.
3. StartUp is not liable for devices or infrastructure used by the Client, including malfunctioning public telecommunications networks causing, for example, lack of or disruption to access to the Service website.
4. StartUp informs that the display of visualisations of Products in the Client's teleinformation system while using the Service depends on a number of factors, including the type of display matrix, aspect ratio, resolution, type of backlighting, technologies used and the performance of the control electronics and settings. Differences between the visualisation available in the Client's teleinformation system and the actual appearance of the Product cannot constitute grounds for a complaint.
5. StartUp informs that all trademarks (logos, logotypes, brand names, etc.), graphic materials and photographs posted in the Service are legally protected and are used by StartUp for information purposes only.
6. To the fullest extent permitted by law, StartUp is not liable for disruptions, including interruptions, in the functioning of the Service caused by force majeure, unauthorised action by third parties or incompatibility of the Service with the Client's technical infrastructure.
7. StartUp reserves the right to temporarily suspend the operation of the Service, in particular in order to carry out maintenance, development or modernisation work.
8. All Product names offered in the Service are used for identification purposes and may be protected or reserved under the Industrial Property Law.
9. StartUp draws attention to the fact that the Service contains content protected by intellectual property rights, in particular works protected by copyright (content placed in the Service, graphic layout, graphics, photographs, etc.). Clients and persons visiting the Service undertake to respect intellectual property rights (including economic copyright and industrial property rights such as rights arising from registration of trademarks) belonging to StartUp and third parties. The Client or person visiting the Service bears sole responsibility for failure to comply with the

provisions of this paragraph.

10. The Client may not place content in the Service that is unlawful, contrary to applicable law, immoral or infringes the rights of third parties, and may not publish links to pornographic, obscene materials or materials that insult the dignity of other persons.
11. The Client is obliged to refrain from any activity that could affect the proper functioning of the Service, in particular from any interference with the way the Service or its technical elements operate.
12. StartUp undertakes to inform registered Clients of the Service about any changes to the Regulations by sending an e-mail to the e-mail address provided during registration, and the Client, after receiving such information, may delete their Account at any time. Changes to the Regulations do not affect Contracts concluded before the date the changes come into force.
13. In matters not regulated in the Regulations, the applicable provisions of Polish law apply, in particular:
 1. the Act of 23 April 1964 – the Civil Code;
 2. the Act of 30 May 2014 on Consumer Rights;
 3. the Act of 18 July 2002 on the provision of services by electronic means.
14. Disputes arising from Contracts concluded on the basis of the Regulations will be resolved by the court having local jurisdiction over StartUp. This provision does not apply to Contracts concluded with a Consumer.
15. The use of a specific out-of-court dispute resolution method is only possible with the mutual consent of the Client and StartUp. Detailed procedures for out-of-court dispute resolution are available on the website of the Office of Competition and Consumer Protection (UOKiK), on the websites of the Voivodeship Inspectorates of the Trade Inspection and at district (municipal) consumer ombudsmen.
16. The Regulations are effective as of: 18/11/2025.

Notice regarding out-of-court dispute resolution

In accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on ODR for consumer disputes), Fundacja Rozwoju Przedsiębiorczości "Twój Startup" with its registered office in Warsaw hereby provides an electronic link to the ODR platform (online dispute resolution): <https://webgate.ec.europa.eu/odr>. The ODR platform enables out-of-court resolution of

disputes between entrepreneurs and consumers. The use of this dispute resolution method is voluntary.

TEMPLATE – WITHDRAWAL FROM THE CONTRACT

(this form should be completed and returned only if you wish to withdraw from the contract)

.....
(Name and surname of the person submitting the form)

.....
.....
(Address of the person submitting the form)

Fundacja Rozwoju Przedsiębiorczości
"Twój StartUp"
Atlas Tower, Al. Jerozolimskie 123a, 18th floor,
02-017 Warsaw

Address for service:
Batorego 14/19, 41-506 Chorzów

WITHDRAWAL FROM THE CONTRACT

I, the undersigned, hereby withdraw from the following contract:

1. Date of conclusion of the contract:
2. Contract / order number:
3. Subject of the contract:
.....

.....
Signature of the Client

Date:

TEMPLATE – COMPLAINT

(this form should be completed and returned only if you wish to submit a complaint)

.....
(Name and surname of the person submitting the form)

.....
.....

(Address of the person submitting the form)

Fundacja Rozwoju Przedsiębiorczości
"Twój StartUp"
Atlas Tower, Al. Jerozolimskie 123a, 18th floor,
02-017 Warsaw

Address for service:
Batorego 14/19, 41-506 Chorzów

COMPLAINT

I, the undersigned, hereby submit a complaint regarding the contract / order of
date no.
the subject of which was:

.....

Reason for complaint:
(please describe the reason for the complaint)

.....
.....

In view of the above, I request:
.....

.....

Signature of the Client

Date: