

Regulations of the online store "#Kavar.Shop"

specifying, m.in. the rules for concluding contracts through the Store, containing the most important information about the Seller, the Store and about the rights of the Consumer

CONTENTS

- § 1 Definitions
- § 2 Contact with the Seller
- § 3 Technical requirements
- § 4 Purchases in the Store
- § 5 Payments
- § 6 Order processing
- § 7 Right of withdrawal
- § 8 Exceptions to the right of withdrawal
- § 9 Complaints
- § 10 Personal data
- § 11 Reservations

Appendix 1: Model withdrawal form

§ 1 DEFINITIONS

Working days – days from Monday to Friday, with the exception of public holidays in Poland.

Civil Code – Act of 23 April 1964, Civil Code.

Consumer – a consumer within the meaning of the Civil Code.

Account – a free Store function regulated by separate regulations (service provided electronically), thanks to which each entity using the Store can set up its individual account in the Store.

Buyer – any entity buying in the Store.

Privileged Buyer – a Buyer who is a Consumer or a privileged Entrepreneur.

Privileged entrepreneur – a natural person concluding a contract with the Seller directly related to its business activity, but not having a professional character for it.

Regulations – these regulations.

Store – online store "#Kavar.shop" run by the Seller at the address <https://www.Kavar.Shop>.

Seller – KAVARFLEX POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA with its registered office at 5 Północna Street, 56-400 Oleśnica, entered into the National Court Register - Register of Entrepreneurs by the DISTRICT COURT FOR WROCŁAW FABRYCZNA IN WROCŁAW, IX COMMERCIAL DIVISION OF THE NATIONAL COURT REGISTER, under KRS number 0000837466, NIP 8961594163, REGON number 38591121700000.

Consumer Rights Act – the Act of 30 May 2014 on consumer rights.

§ 2 CONTACT WITH THE SELLER

1. Postal address: ul. Północna 5, 56-400 Oleśnica
2. E-mail address: Kavar.Shop@Kavar.Shop
3. Phone: +48784911092

§ 3 TECHNICAL REQUIREMENTS

1. For the proper functioning of the Store it is necessary:
 - device with Internet access
 - web browser that supports JavaScript and cookies.
2. To place an order in the Store, in addition to the requirements set out in paragraph 1, an active e-mail account is necessary.

§ 4 PURCHASES IN THE STORE

1. The prices of products visible in the Store are the total prices for the product.
2. The Seller points out that the total price of the order consists of the price indicated in the Store: the price for the product and, if applicable, the costs of delivery of the goods.
3. The product you choose to buy should be added to the shopping cart in the Store.
4. Then the Buyer chooses the method of delivery of the goods and the method of payment for the order from the options available in the Store, and also provides the data necessary to complete the order.
5. The order is placed at the moment of confirmation of its content and acceptance of the Regulations by the Buyer.
6. Placing an order is tantamount to concluding a contract between the Buyer and the Seller.
7. The Buyer may register in the Store, i.e. set up an Account in it, or make purchases without registration by providing their data with each possible order.

§ 5 PAYMENTS

1. You can pay for the order, depending on the Buyer's choice:
 - a. by ordinary transfer to the Seller's bank account;
 - b. by credit card:
 - Visa
 - Visa Electron
 - MasterCard
 - MasterCard Electronic
 - Maestro
 - c. via the payment platform:
 - Blue Media
 - PayPal
 - PayU
2. If you choose to pay via the Blue Media payment platform, the online payment service provider is Blue Media S.A.
3. If you choose to pay via the PayU payment platform, the online payment service provider is PayU S.A.
4. If you choose to pay via the PayPal payment platform, the online payment service provider is PayPal Holdings Inc.
5. If the Buyer chooses payment in advance, the order must be paid within 7 Business Days of placing the order.
6. The Seller informs that in the case of payment methods in which the field for entering the data necessary to complete the payment appears immediately after placing the order, payment for the order is possible only immediately after placing the order.
7. By making purchases in the Store, the Buyer accepts the use of electronic invoices by the Seller. The buyer has the right to withdraw his acceptance.

§ 6 ORDER PROCESSING

1. The date of order completion is indicated in the Store.
2. If the Buyer has chosen to pay in advance for the order, the Seller will proceed to the execution of the order after its payment.
3. In a situation where the Buyer purchased products with different lead times under one order, the order will be executed within the time limit appropriate for the product with the longest lead time.
4. Countries in whose territory the supply takes place:
 - Poland
 - Germany
 - UK
 - EU
 - United States
 - India
5. Products purchased in the Store are delivered - depending on the delivery method chosen by the Buyer:
 - via courier;
 - via the Polish Post;
 - to InPost parcel lockers.
6. The buyer can pick up the goods in person at the company's headquarters during its opening hours.
7. If the Buyer chooses personal collection, the goods will be ready for collection within the indicated order completion date.

§ 7 RIGHT OF WITHDRAWAL

1. The privileged Buyer has the right to withdraw from the contract concluded with the Seller through the Store, subject to § 8 of the Regulations, within 14 days without giving any reason.
2. The deadline for withdrawal from the contract expires after 14 days from the date:
 - a. in which the privileged Buyer came into possession of the goods or in which a third party other than the carrier and indicated by the Privileged Buyer came into possession of the goods;
 - b. in which the privileged buyer came into possession of the last good, lot or part or in which a third party, other than the carrier and indicated by the preferential buyer, came into possession of the last good, lot or part, in the case of an agreement obliging the transfer of ownership of several goods which are delivered separately, in batches or in parts.
3. In order for the privileged Buyer to exercise the right to withdraw from the contract, he must inform the Seller, using the data provided in § 2 of the Regulations, about his decision to withdraw from the contract by means of an unequivocal statement (for example, a letter sent by post or e-mail).
4. The privileged buyer may use the model withdrawal form placed at the end of the Regulations, but it is not obligatory.
5. In order to meet the deadline for withdrawal from the contract, it is sufficient for the privileged Buyer to send information regarding the exercise of his right to withdraw from the contract before the deadline for withdrawal from the contract.

CONSEQUENCES OF WITHDRAWAL FROM THE CONTRACT

6. In the event of withdrawal from the concluded contract, the Seller shall return to the privileged Buyer all payments received from him, including the costs of delivery of the goods (with the exception of additional costs resulting from the privileged method of delivery chosen by the Buyer other than the cheapest usual method of delivery offered by the Seller), immediately, and in any case not later than 14 days from the date on which the Seller was informed about the decision of the Privileged Buyer on the exercise of the right to withdraw from the contract.

7. The Seller shall refund the payment using the same methods of payment as were used by the Preferred Buyer in the original transaction, unless the Preferred Buyer agrees to a different solution, in any case the Preferred Buyer will not incur any fees in connection with this refund.
8. If the Seller has not offered to collect the goods from the privileged Buyer himself, he may withhold the refund of payment until he receives the goods or until he is provided with proof of its return, whichever occurs first.
9. The Seller asks you to return the goods to the following address: 5 Północna Street, 56-400 Oleśnica immediately, and in any case not later than 14 days from the date on which the privileged Buyer informed the Seller about the withdrawal from the sales contract. The deadline is met if the privileged Buyer sends back the goods before the expiry of the 14-day period.
10. The privileged buyer bears the direct costs of returning the goods.
11. The preferential buyer is only liable for the decrease in the value of the goods resulting from using them in a manner other than it was necessary to establish the nature, characteristics and functioning of the goods.
12. If the goods, due to their nature, cannot be returned by ordinary post, the privileged buyer will also have to bear the direct costs of returning the goods. The privileged Buyer will be informed about the estimated amount of these costs by the Seller in the description of the goods in the Store or when placing an order.
13. If there is a need to return funds for a transaction made by the Buyer privileged with a payment card, the Seller will make a refund to the bank account assigned to this payment card.

§ 8 EXCEPTIONS TO THE RIGHT OF WITHDRAWAL

1. The right to withdraw from a distance contract, referred to in § 7 of the Regulations, is not entitled to the contract:
 - a. in which the subject of the service is non-prefabricated goods, manufactured according to the specifications of the privileged Buyer or serving to satisfy his individual needs;
 - b. in which the subject of the service is goods subject to rapid deterioration or having a short shelf life;
 - c. in which the subject of the service is goods delivered in a sealed package, which after opening the packaging can not be returned due to health protection or hygiene reasons, if the packaging was opened after delivery;
 - d. in which the subject of the service are goods which, after delivery, due to their nature, are inseparably connected with other things;
 - e. in which the subject of the service are sound or visual recordings or computer programs delivered in a sealed package, if the packaging has been opened after delivery;
 - f. for the supply of newspapers, periodicals or magazines, with the exception of subscription contracts;
 - g. 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 to withdraw from the contract.

§ 9 COMPLAINTS

I GENERAL PROVISIONS

1. The Seller bears a privileged responsibility towards the Buyer for the compliance of the service with the contract, provided for by generally applicable law, in particular by the provisions of the Act on Consumer Rights.
2. The Seller asks you to submit a complaint to the postal or electronic address indicated in § 2 of the Regulations.

3. If the product has been granted a warranty, information about it, as well as its conditions, is available in the Store.
4. Complaints regarding the operation of the Store should be sent to the e-mail address indicated in § 2 of the Regulations.
5. The Seller will respond to the complaint within 14 days from the date of its receipt.

II PREFERENTIAL BUYERS

A. Goods

1. In the event of non-compliance of the goods with the contract, the privileged buyer has the option of exercising the rights specified in Chapter 5a of the Consumer Rights Act.
2. The Seller shall be liable for any lack of conformity of the goods with the contract existing at the time of delivery and revealed within two years of that date, unless the expiry date of the goods is longer as determined by the Seller, its legal predecessors or persons acting on their behalf.
3. Pursuant to the provisions of the Consumer Rights Act, the privileged Buyer may in any case demand:
 - a. exchange of goods,
 - b. repair of goods.
4. In addition, the privileged Buyer may submit a statement about:
 - a. price reduction,
 - b. withdrawal from the contract

where:

- c. The seller refused to bring the goods into conformity with the contract in accordance with Article 43d paragraph 2 of the Act on consumer rights;
 - d. The seller has not brought the goods into conformity with the contract in accordance with Article 43d (4)-(6) of the Consumer Rights Act;
 - e. the lack of conformity of the goods with the contract persists despite the fact that the Seller has tried to bring the goods into conformity with the contract;
 - f. 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 protection measures specified in Article 43d of the Act on consumer rights;
 - g. it is clear from the Seller's statement or circumstances that he will not bring the goods into conformity within a reasonable time or without undue inconvenience to the privileged buyer.
5. In the case of goods subject to repair or replacement, the privileged Buyer should make these goods available to the Seller. The Seller collects the privileged goods from the Buyer at his own expense.
 6. The preferential buyer may not withdraw from the contract if the lack of conformity of the goods with the contract is irrelevant.
 7. In the event of withdrawal from the contract referred to in this section (concerning goods), the privileged buyer immediately returns the goods to the Seller at his expense, to the address of 5 Północna Street, 56-400 Oleśnica. The Seller shall return the price to the privileged Buyer immediately, no later than within 14 days from the date of receipt of the goods or proof of their return.
 8. The Seller shall return to the privileged Buyer the amounts due as a result of exercising the right to reduce the price immediately, no later than within 14 days from the date of receipt of the privileged Buyer's statement on the price reduction.

B. Out-of-court complaint and redress procedures

1. If the complaint procedure does not bring the result expected by the Consumer, the Consumer may use, m.in.

- a. mediation conducted by the competent Provincial Inspectorate of Trade Inspection, to which a request for mediation should be made. As a rule, the procedure is free of charge. The list of Inspectorates can be found here:
https://uokik.gov.pl/wojewodzkie_inspektoraty_inspekcji_handlowej.php;
- b. assistance of a competent permanent consumer arbitration court operating at the Provincial Inspectorate of Trade Inspection, to which an application for consideration of the case before the arbitration court should be submitted. As a rule, the procedure is free of charge. A list of courts is available at: https://uokik.gov.pl/stale_sady_polubowne.php;
- c. free assistance of the municipal or district consumer ombudsman;
- d. of the online ODR platform available at:
<https://ec.europa.eu/consumers/odr/main/?event=main.home.howitworks>.

III BUYERS OTHER THAN PREFERRED BUYERS

1. In the event of a defect in the goods, the Buyer other than the privileged Buyer has the right to complain about the defective goods on the basis of the warranty regulated in the Civil Code.
2. To the Buyer other than the Buyer, the privileged Seller is liable under the warranty if a physical defect is found within two years from the date of release of the goods to the Buyer.
3. Pursuant to the Civil Code, the Buyer who is an entrepreneur other than the privileged entrepreneur loses the rights under the warranty if he did not examine the goods at the time and in the manner adopted for goods of this type and did not immediately notify the Seller of the defect, and if the defect came to light only later - if he did not notify the Seller immediately after its discovery. To meet the above deadline, it is sufficient to send a notice of defect before its expiry.
4. When using the warranty, the Buyer other than the privileged Buyer may, on the terms set out in the Civil Code:
 - a. submit a statement on price reduction,
 - b. in the case of a material defect - submit a statement of withdrawal from the contract,
 - c. demand replacement of the goods for those free from defects,
 - d. demand removal of the defect.
5. If it turns out that it is necessary to deliver the defective goods to the Seller to consider the complaint, the Buyer other than the privileged Buyer is obliged to deliver the goods to the address of 5 Północna Street, 56-400 Oleśnica.

§ 10 PERSONAL DATA

1. The administrator of personal data provided by the Buyer while using the Store 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 data recipients – can be found in the Privacy Policy available in the Store – due to the principle of transparency contained in the General Data Protection Regulation of the European Parliament and of the Council (EU) – "GDPR".
2. The purpose of processing the Buyer's data by the Seller, provided by the Buyer in connection with purchases in the Store, is the execution of orders. The basis for the processing of personal data in this case is:
 - o an agreement or actions taken at the request of the Buyer, aimed at its conclusion (Article 6(1)(b) of the GDPR),
 - o the legal obligation of the Seller related to accounting (Article 6(1)(c) of the GDPR) and

- the legitimate interest of the Seller, consisting in the processing of data in order to establish, investigate or defend possible claims (Article 6 (1) (f) of the GDPR).
- 3. Providing data by the Buyer is voluntary, but at the same time necessary to conclude the contract. Failure to provide data will prevent the conclusion of a contract in the Store.
- 4. The Buyer's data provided in connection with purchases in the Store will be processed until:
 - the contract concluded between the Buyer and the Seller ceases to apply;
 - the Seller will cease to have a legal obligation obliging him to process the Buyer's data;
 - the possibility of pursuing claims by the Buyer or the Seller related to the contract concluded by the Store ceases;
 - the Buyer's objection to the processing of his personal data will be accepted – if the basis for data processing was the legitimate interest of the Seller

– depending on what applies in the case and whichever is the latest.

- 5. The Buyer has the right to demand:
 - access to your personal data,
 - their rectification,
 - Remove
 - restriction of processing,
 - transfer data to another administrator, as well as the right to:
 - object at any time to the processing of data for reasons related to the special situation of the Buyer – to the processing of personal data concerning him, based on art. 6 par. 1 lit. f GDPR (i.e. on legitimate interests pursued by the Seller).
- 6. In order to exercise their rights, the Buyer should contact the Seller using the data from § 2 of the Regulations.
- 7. If the Buyer considers that his data is processed unlawfully, the Buyer may lodge a complaint with the President of the Office for Personal Data Protection.

§ 11 DISCLAIMERS

- 1. It is forbidden for the Buyer to provide illegal content.
- 2. Each order placed in the Store constitutes a separate agreement and requires separate acceptance of the Regulations. The contract is concluded on time and in order to complete the order.
- 3. Agreements concluded on the basis of the Regulations are concluded in Polish.
- 4. In the event of a possible dispute with the Buyer who is not a privileged Buyer, the competent court will be the court competent for the Seller's registered office.

Appendix No. 1 to

the Regulations Below is a model withdrawal form that the Consumer or Privileged Entrepreneur may or may not use:

MODEL WITHDRAWAL FORM

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

KAVARFLEX POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA
KOMANDYTOWAul. Północna 5, 56-400 Oleśnicae-mail address: Kavar.Shop@Kavar.Shop

- Me/We(*) I hereby give notice of my/our withdrawal from the contract for the sale of
the following goods(*) / for the provision of the following service(*):

.....
.....
.....

- Date of conclusion of the contract(*)/receipt(*).....

.....
.....
.....

..... Signature of Consumer(s) / Privileged Entrepreneur(s)
(only if the form is sent on paper)Date

.....

(*) Delete where not applicable.

Account Terms and Conditions

in the store "#Kavar.shop"

CONTENTS

- §1 Definitions
- §2 Contact with the Service Provider
- §3 Technical requirements
- §4 Account
- §5 Complaints
- §6 Personal data
- §7 Disclaimers

§ 1 DEFINITIONS

Consumer – a consumer within the meaning of the Civil Code.

Account – a free function of the Store (service) regulated in the Regulations, thanks to which the Service Recipient can set up his individual account in the Store.

Service Recipient - any entity creating an Account or interested in creating an Account.

Privileged Service Recipient – a Customer who is a Consumer or a natural person concluding a contract with the Service Provider directly related to its business activity, but not having a professional character for it.

Regulations - these Account regulations.

Store – online store "#Kavar.shop" run by the Service Provider at <https://www.Kavar.Shop>

Service Provider - KAVARFLEX POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA with its registered office at Północna 5, 56-400 Oleśnica, entered into the National Court Register - register of entrepreneurs by the DISTRICT COURT FOR WROCŁAW FABRYCZNA IN WROCŁAW, IX COMMERCIAL DEPARTMENT OF THE NATIONAL COURT REGISTER, under KRS number 0000837466, NIP 8961594163, REGON 38591121700000.

§ 2 CONTACT WITH THE SERVICE PROVIDER

1. Postal address: ul. Północna 5, 56-400 Oleśnica
2. E-mail address: Kavar.Shop@Kavar.Shop
3. Phone: +48784911092

§ 3 TECHNICAL REQUIREMENTS

1. For the proper functioning and creation of the Account it is necessary:
 - Active email account
 - device with Internet access
 - web browser that supports JavaScript and cookies

§ 4 ACCOUNT

1. Creating an Account is completely voluntary and depends on the will of the Customer.
2. The Account gives the Customer additional possibilities, such as: viewing the history of orders placed by the Customer in the Store, checking the status of the order or independent editing of the Customer's data.
3. In order to create an Account, you must complete the appropriate form in the Store.
4. At the time of creating the Account, an agreement is concluded for an indefinite period between the Service Recipient and the Service Provider regarding the maintenance of the Account on the terms set out in the Regulations.
5. The Service Recipient may resign from the Account at any time without incurring any costs.
6. In order to resign from the Account, you should send your resignation to the Service Provider to the following e-mail address: Kavar.Shop@Kavar.Shop.eu, which will result in immediate deletion of the Account and termination of the contract regarding the maintenance of the Account.

§ 5 COMPLAINTS

1. Complaints regarding the functioning of the Account should be sent to the e-mail address Kavar.Shop@Kavar.Shop.
2. The complaint will be considered by the Service Provider within 14 days.

OUT-OF-COURT COMPLAINT AND REDRESS PROCEDURES

3. If the complaint procedure does not bring the result expected by the Consumer, the Consumer may use, m.in.
 - a. mediation conducted by the competent Provincial Inspectorate of Trade Inspection, to which a request for mediation should be made. As a rule, the procedure is free of charge. The list of Inspectorates can be found here: https://uokik.gov.pl/wojewodztwie_inspektoraty_inspekcji_handlowej.php;
 - b. assistance of a competent permanent consumer arbitration court operating at the Provincial Inspectorate of Trade Inspection, to which an application for consideration of the case before the arbitration court should be submitted. As a rule, the procedure is free of charge. A list of courts is available at: https://uokik.gov.pl/stale_sady_polubowne.php;
 - c. free assistance of the municipal or district consumer ombudsman;
 - d. of the online ODR platform available at: <https://ec.europa.eu/consumers/odr/main/?event=main.home.howitworks>.

§ 6 PERSONAL DATA

1. The administrator of personal data provided by the Customer when using the Account is the Service Provider. Detailed information on the processing of personal data by the Service Provider – including other purposes and grounds for data processing, as well as data recipients, can be found in the Privacy Policy available in the Store – due to the principle of transparency contained in the General Data Protection Regulation of the European Parliament and of the Council (EU) – "GDPR".
2. The purpose of processing the Customer's data is to maintain the Account. The basis for the processing of personal data in this case is the contract for the provision of services or actions taken at the request of the Service Recipient, aimed at its conclusion (Article 6 (1) (b) of the GDPR), as well as the legitimate interest of the Service Provider, consisting in the processing of data in order to establish, investigate or defend possible claims (Article 6 (1) (f) of the GDPR).
3. Providing data by the Customer is voluntary, but at the same time necessary to maintain the Account. Failure to provide data means that the Service Provider will not be able to provide the Account maintenance service.
4. The Customer's data will be processed until:
 - a. The Account will be deleted by the Customer or the Service Provider at the Customer's request

- b. the possibility of pursuing claims by the Customer or the Service Provider related to the Account ceases;
 - c. the Customer's objection to the processing of his personal data will be accepted – if the basis for data processing was the legitimate interest of the Service Provider
- depending on what applies in the case and whichever is the latest.
- 5. The Service Recipient has the right to request:
 - a. access to your personal data,
 - b. their rectification,
 - c. Remove
 - d. restriction of processing,
 - e. transfer data to another administrator, as well as the right to:
 - f. object at any time to the processing of data for reasons related to the special situation of the Customer – to the processing of personal data concerning him, based on art. 6 par. 1 lit. f GDPR (i.e. on the legitimate interests pursued by the Service Provider).
 - 6. In order to exercise their rights, the Customer should contact the Service Provider.
 - 7. If the Customer considers that his data is processed unlawfully, the Customer may lodge a complaint to the President of the Office for Personal Data Protection.

§ 7 DISCLAIMERS

- 1. It is forbidden to provide illegal content by the Customer.
- 2. The Account Management Agreement is concluded in Polish.
- 3. In the event of important reasons referred to in paragraph 4, the Service Provider has the right to change the Regulations.
- 4. The valid reasons referred to in paragraph 3 are:
 - a. the need to adapt the Store to the law applicable to the Store's activity;
 - b. improving the security of the service provided;
 - c. change of the functionality of the Account, requiring modification of the Regulations.
- 5. The Service Recipient will be informed about the planned amendment to the Regulations at least 7 days before the change comes into force via e-mail sent to the address assigned to the Account.
- 6. If the Customer does not accept the planned change, he should inform the Service Provider by sending an appropriate message to the e-mail address of the Kavar.Shop@Kavar.Shop Service Provider, which will result in termination of the contract for maintaining the Account upon entry into force of the planned change or earlier, if the Customer submits such a request.
- 7. In a situation where the Customer does not object to the planned change until its entry into force, it is assumed that he accepts it, which does not constitute any obstacle to termination of the contract in the future.
- 8. In the event of a possible dispute with the Customer who is not a privileged Customer, the competent court will be the court competent for the registered office of the Service Provider.

Terms and conditions of the newsletter

Kavar.Shop store

CONTENTS

§1 Definitions

§2 Newsletter

§3 Complaints

§4 Personal data

§5 Final provisions

§ 1 DEFINITIONS

Consumer – a consumer within the meaning of the provisions of the Act of 23 April 1964 Civil Code.

Newsletter – a service provided free of charge electronically, thanks to which the Customer may receive from the Service Provider electronically previously ordered messages regarding the Store, including information about offers, promotions and new products in the Store.

Store – online store "#Kavar.shop" run by the Service Provider at <https://www.Kavar.Shop>

Service Recipient - any entity using the Newsletter service.

Privileged Service Recipient – a Customer who is a Consumer or a natural person concluding a contract with the Service Provider directly related to its business activity, but not having a professional character for it.

Service Provider - KAVARFLEX POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA with its registered office at 5 Północna Street, 56-400 Oleśnica, entered into the National Court Register - Register of Entrepreneurs by the DISTRICT COURT FOR WROCŁAW FABRYCZNA IN WROCŁAW, IX COMMERCIAL DIVISION OF THE NATIONAL COURT REGISTER, under KRS number 0000837466, NIP 8961594163, REGON number 38591121700000.

§ 2 Newsletter

1. The Service Recipient may voluntarily use the Newsletter service.
2. To use the Newsletter service, you need a device with a web browser in the latest version, supporting JavaScript and cookies, with access to the Internet and an active e-mail account.
3. E-mails sent as part of this service will be sent to the e-mail address provided by the Customer at the time of subscribing to the Newsletter.
4. The Service Recipient, in order to conclude a contract and subscribe to the Newsletter service, in the first step provides his e-mail address in the designated place in the Store, to which he wants to receive messages sent as part of the Newsletter. At the time of subscribing to the Newsletter, a contract for the provision of the service for an indefinite period is concluded, and the Service Provider will start providing it to the Customer – subject to paragraph 5.
5. In order to properly implement the Newsletter service, the Customer is obliged to provide his correct e-mail address.
6. Messages sent as part of the Newsletter will contain information about the possibility of unsubscribing from it, as well as a link to unsubscribe.

7. The Service Recipient may unsubscribe from the Newsletter, without giving a reason and incurring any costs, at any time, using the option referred to in paragraph 6 or by sending a message to the Service Provider's e-mail address: Kavar.Shop@Kavar.Shop.
8. Using the link by the Customer to unsubscribe from the Newsletter or sending a message with a request to unsubscribe from the Newsletter will result in immediate termination of the contract for the provision of this service.

§ 3 Complaints

1. Complaints regarding the Newsletter should be submitted to the Service Provider at the following e-mail address: Kavar.Shoph@Kavar.Shop
2. The Service Provider will respond to the complaint within 14 days of receiving the complaint.

OUT-OF-COURT COMPLAINT AND REDRESS PROCEDURES

3. If the complaint procedure does not bring the result expected by the Customer who is a Consumer, the Consumer may use, m.in.
 - a. mediation conducted by the competent Provincial Inspectorate of Trade Inspection, to which a request for mediation should be made. As a rule, the procedure is free of charge. The list of Inspectorates can be found here: https://uokik.gov.pl/wojewodztwo_inspektoraty_inspekcji_handlowej.php;
 - b. assistance of a competent permanent consumer arbitration court operating at the Provincial Inspectorate of Trade Inspection, to which an application for consideration of the case before the arbitration court should be submitted. As a rule, the procedure is free of charge. A list of courts is available at: https://uokik.gov.pl/stale_sady_polubowne.php;
 - c. free assistance of the municipal or district consumer ombudsman;
 - d. of the online ODR platform available at: <https://ec.europa.eu/consumers/odr/main/?event=main.home.howitworks>.

§ 4 Personal data

1. The administrator of personal data provided by the Customer in connection with subscribing to the Newsletter is the Service Provider. Detailed information on the processing of personal data by the Service Provider – including other purposes and grounds for data processing, as well as data recipients, can be found in the Privacy Policy available in the Store – due to the principle of transparency contained in the General Data Protection Regulation of the European Parliament and of the Council (EU) – "GDPR".
2. The purpose of processing the Customer's data is to send the Newsletter. The basis for the processing of personal data in this case is the contract for the provision of services or actions taken at the request of the Service Recipient, aimed at its conclusion (Article 6 (1) (b) of the GDPR), as well as the legitimate interest of the Service Provider, consisting in the processing of data in order to establish, investigate or defend possible claims (Article 6 (1) (f) of the GDPR).
3. Providing data by the Customer is voluntary, but at the same time necessary to provide the Newsletter service. Failure to provide data means that the Service Provider will not be able to provide this service.
4. The Customer's data will be processed until:
 - a. The Service Recipient will unsubscribe from the Newsletter;
 - b. the possibility of pursuing claims by the Service Recipient or the Service Provider related to the Newsletter ceases;
 - c. the Customer's objection to the processing of his personal data will be accepted – if the basis for data processing was the legitimate interest of the Service Provider

– depending on what applies in the case and whichever is the latest.

5. The Service Recipient has the right to request:
 - a. access to your personal data,
 - b. their rectification,
 - c. Remove
 - d. restriction of processing,
 - e. transfer data to another administrator, as well as the right to:
 - f. object at any time to the processing of data for reasons related to the special situation of the Customer – to the processing of personal data concerning him, based on art. 6 par. 1 lit. f GDPR (i.e. on the legitimate interests pursued by the Service Provider).
6. In order to exercise their rights, the Customer should contact the Service Provider.
7. If the Customer considers that his data is processed unlawfully, the Customer may lodge a complaint to the President of the Office for Personal Data Protection.

§ 5 Final provisions

1. The Service Provider reserves the right to change these regulations only for important reasons. An important reason is understood as the need to change the regulations caused by the modernization of the Newsletter service or a change in the law, affecting the provision of the service by the Service Provider.
2. Information about the planned change in the regulations will be sent to the Customer's e-mail address provided at the time of subscribing to the Newsletter at least 7 days before the changes come into force.
3. If the Customer does not object to the planned changes until their entry into force, it is assumed that he accepts them.
4. In the event of non-acceptance of the planned changes, the Service Recipient should send information about it to the Service Provider's e-mail address: Kavar.Shop@Kavar.Shop, which will result in the termination of the contract for the provision of the service upon the entry into force of the planned changes.
5. It is forbidden to provide illegal content by the Customer.
6. The contract for the provision of the Newsletter service is concluded in Polish.
7. In the event of a possible dispute with the Customer who is not a privileged Customer, the competent court will be the court competent for the registered office of the Service Provider.