

## **INTRODUCTION**

The aim of the Alerabat.com website (hereinafter referred to as the "Website") is to promote the idea of safe and cheap online shopping. Among other things, the Website collects and publishes discount codes, information on promotions and advertising catalogues offered by third parties, i.e. online shops and online retailers, as well as gift cards which the user may purchase according to the rules indicated on the Website. The use of the service is completely free and voluntary. At the same time, Alerabat.com does not offer the service and products published in the lists of discount codes. All services are provided in accordance with the Polish law and the Website regulations. The regulations define the principles of operation and use of the Alerabat.com website.

The owner of the Website is alerabat.com Spółka z o.o. with its registered office in Katowice, ul. Fabryczna 24, 40-611 Katowice, entered into the register of entrepreneurs kept by the District Court of Katowice-Wschód in Katowice, VIII Economic Department of the National Court Register under the KRS number 0000570132, holding the NIP number 9542757135 and the REGON number 362184710, with the share capital of PLN 30,000.

Contact with the Service Owner:

Email address: [info@alerabat.com](mailto:info@alerabat.com)

The point of contact for the Service's activities as an online platform, e.g. for the reporting of illegal content, for Users and European Union authorities is the email address: [info@alerabat.com](mailto:info@alerabat.com)

## **DEFINITIONS**

Terms and Conditions - a set of provisions that the User must accept in full in order to use the Website, constituting the entirety of the provisions between the User and the Website Owner with respect to the use of the Website.

Website Owner - Alerabat.com Spółka z o.o. with its registered office in Katowice, 24 Fabryczna St., 40-611 Katowice, entered into the register of entrepreneurs kept by the District Court of Katowice-Wschód in Katowice, VIII Economic Department of the National Court Register under the KRS number 0000570132, holding the following NIP (taxpayer identification number) 9542757135 and REGON (statistical number) 362184710, with the share capital of PLN 30,000. Service - the whole environment and content of the www.alerabat.com website, together with updates and additions, whose administrator is the Owner of the Service. User - a natural person with full legal capacity who uses the Website in any way and to any extent; a User may be a person registered and having an Account on the Website; or an unregistered person, merely visiting the Website, acting as a consumer or privileged entrepreneur, i.e. not using the Website in connection with his/her business activity.

User Account - an account on the Website created by the User in accordance with the Regulations. It enables the use of part of the Website's functionality, which is not available to persons who are not logged in.

Third party - a natural person, a legal person or an organisational unit without legal personality that is not a User.

Registration - creation of a User Account on the Website by the User by correctly filling in the registration form available on the Website. Supplier of Gift Cards - partner of the Service Owner with whom the Service Owner has entered into an agreement enabling the Service Owner to sell Gift Cards.

Discount Provider - a partner of the Alerabat.com Website, a third party not affiliated with the Owner, who provides discount or promotional codes for the benefit of the Website.

Gift Cards - alphanumeric strings of characters that provide a payment method for making purchases from Gift Card Suppliers.

Discount Codes - alphanumeric character strings used to make purchases at a Discount Provider entitling to participate in promotional, discount or other actions organised by the Discount Providers and under the terms and conditions of the Discount Providers.

them specified.

Cashback Programme - a promotional programme run by the Website Owner in a bonus sales system, consisting of enabling the User to accumulate Cashback Points for, among other things, the purchase of Gift Cards under the terms of the Cashback Programme Regulations.

Cashback Points - promotional points awarded under the Cashback Programme by the Service Provider in a bonus sales system, consisting of enabling the User to collect Cashback Points in connection with the purchase of a Gift Card and for the Service Provider to exchange them for cash under the terms of the Cashback Programme Rules.

Cashback Programme Rules and Regulations - the rules governing the award of Cashback Points under the Cashback Programme and their exchange for cash, available at: <https://alerabat.com/regulamin-cashback>.

Agreement - the Agreement for the sale of Gift Cards entered into on the terms and conditions set out in the Terms and Conditions.

Services - services provided by the Website Owner to Users electronically in accordance with the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2017, item 1219).

Communication Services - communication between Users and the Website through the tools available on the Website.

Advertising Services - advertising material on the Website on behalf of a Discount Provider or other third party.

Content - the User's contributions posted on the Service, in particular information in the form of text, photos, graphics or other material that the User has posted on the Service space.

## **GENERAL PROVISIONS**

1. The Terms of Service set out:

1) Technical requirements;

2) Safety;

3) Scope and type of Services:

- a) Information on promotions;
- b) Discount Codes;
- c) User Account Registration;
- d) Sale of Gift Cards;
- e) Newsletter;
- f) Interactive form;
- g) Posting an opinion;
- h) Successful shopping blog;
- i) Recommendation programme;
- j) Adding vouchers;
- k) Certificate of Service;
- 4) Liability of the Website Owner and the User;
- 5) Copyright and intellectual property rights;
- 6) Complaints;
- 7) Administration of personal data;
- 8) Cancellation of the Service;
- 9) User's right to withdraw from the Contract;
- 10) Final provisions.

2. By using the website, the User declares that he/she has read these Terms and Conditions and the Privacy Policy, accepts all the provisions contained therein and undertakes to comply with them.

3. The Rules and Regulations are made available free of charge by the Owner on the Website in a way that allows Users to familiarise themselves with their content; at the request of the User, the Rules and Regulations are recorded using the system by printing or saving them on an external medium.

4. Users may only use the services of the Website under the terms and conditions set out in the Terms and Conditions following their prior acceptance and in compliance with generally applicable legislation.

5. The use of the Service may only be for non-commercial purposes and

exclusively for the personal use of the User.

## **TECHNICAL REQUIREMENTS**

1. Full and effective use of the Website requires the User to meet minimum technical requirements:

- 1) a device with access to the Internet;
- 2) access to electronic mail (e-mail),
- 3) the latest version of your browser with JavaScript enabled,
- 4) cookies enabled,
- 5) a programme for reading and saving files in PDF format,

2. In the case of mobile devices, the User should have an original Android version of no less than 5.0 or an original iOS version of no less than 10.0.

3. The Website Owner endeavours to ensure that Users have continuous access to the Website and the Services provided. However, it does not guarantee that the use of the Website will be without errors or technical interruptions.

## **SECURITY**

1. The User using the Website is obliged not to post unlawful Content on the Website.

2. The User hereby acknowledges that the use of the Website Owner's Services by electronic means may involve the usual risks associated with the use of the Internet or electronic network, despite preventive measures on the part of the Website Owner, such as the risk of installing hostile software (e.g. viruses, trojans), or the risk of data loss due to a sudden drop in network voltage.

3. In order to ensure security regarding personal data and registration, the User, by accepting the Terms and Conditions, hereby undertakes to: to provide true and correct personal data. The User is fully responsible for the truthfulness and correctness of this data. In the event that false, incorrect or otherwise questionable data is provided, the Owner of the Website reserves the right to delete the User's account upon notification of the User.

4. The User undertakes not to take any action that may infringe the rights of other Users of the Website, as well as other third parties, in connection with the use of the Website.

5. The User undertakes to notify the Website Owner of any breach of security or unauthorised use of their account of which they become aware.

6. It is not permitted to add Content containing:

- a) vulgarities
- b) erotic, obscene or pornographic content
- c) content that spreads disinformation in important areas of public life
- d) content which does not comply with generally applicable law
- e) content that incites racial, religious, political or national hatred, incites to commit a criminal offence, violates data protection laws or laws on the prevention of money laundering and the financing of terrorism
- e) advertising, SPAM, including links to other websites, if not accepted by the Website Owner and entered into the Service space in accordance with the

Regulations; the provision refers to apparently neutral comments or opinions which in reality constitute disguised advertising

f) incitement of a political nature

g) offensive information about another person or group of persons, particularly if it has the characteristics of harassment, violence, discrimination, invasion of privacy or personal rights

h) likely to have an objectively adverse effect on the recipient, including, in particular, minors

i) not connected in any way with the Service

7. It is forbidden to destabilise the operation of the Website, in any way, including through the use of software such as bots.

8. It is prohibited to post Content that infringes intellectual property rights, e.g. use of other people's works, recordings, trademarks.

9. All Content is subject to moderation, understood as verification of the Content in terms of legality and compliance with the Terms of Service. Illegal Content and Content that does not comply with these Terms of Service will be removed from the Service space so that it is invisible to Users. They may, however, be saved in the Service Owner's archive for evidential purposes.

10. The Owner verifies the Content by reviewing the Service by persons designated to do so, as well as by acting on external requests.

11. If it is noted that Content has been posted on the Website in violation of the Terms of Service, the Service Owner will block the Content so that it is not visible to Users. Pending a final decision, the Service Owner shall allow the following

The user who added the Content shall be notified of the blocking. The User will be notified of the fact that the Content has been blocked by e-mail. The time to send a response to the blocking of the Content is 90 days from the date of receipt of the e-mail.

12. In the case of a gross violation of the Terms of Use, the Content may be removed immediately, without consulting the User who added the Content. The User will be notified of the deletion of the Content by e-mail.

13. The Owner of the Website reserves the right to block or delete a User Account in the event of a breach of the Terms of Use.

14. The Organiser may block the User Account temporarily, for a period of up to 30 days, or permanently, depending on the seriousness of the breach.

15. Your account will be deleted if:

- The user has violated the Terms of Use more than once,
- The user repeatedly violates the Terms of Use despite having previously had his/her account blocked
- identity theft has occurred
- The User has not reached the required age to use the Service.

16. The User has the possibility to appeal the decision to block or remove Content and to block or remove the Account by contacting the Owner of the Website at the email address, within 90 days of receiving the decision.

17. Any person using the Service, regardless of whether he or she has a User Account, may report to the Owner of the Service Content that is in breach of the Terms of Service or applicable law, including European Union law. In order to do so, it is necessary to send a message to the e-mail address indicated at the beginning of these Terms of Service, with the designation of the Content, the data of the reporting person, the indication of the manner in which he/she thinks



notifying the Content violates the Terms of Service or the law. The Service Owner will acknowledge receipt of the report without delay. The applicant will receive a decision on the notification no later than 30 days from the date of the Service Owner's acknowledgement of receipt of the notification. If the decision is not satisfactory to the applicant, he/she may appeal the decision within 90 days from the date of its receipt by re-sending an e-mail to the same address, indicating which decision he/she is appealing (stating the date and number of the decision) and for what reason. A response to the appeal will be sent immediately, no later than 30 days after receipt of the message by the Service Owner.

18. The Owner of the Website makes it possible to initiate an investigation procedure for infringement of intellectual property rights. To this end, the entity wishing to report the infringement should use the notification procedure described in para. 17 above.

19. In the course of the investigation, the Service Owner may ask the applicant or the User to prove facts and entitlements.

20. In the event that the Owner of the Website notes an activity involving the commission of a criminal offence, or the potential commission of a criminal offence, he shall immediately report this to the competent authorities.

21. Any decision to block or delete Content or to block or delete an Account shall be justified.

## **COPE AND TYPE OF SERVICES**

1. Scope and type of Services provided through the Website:

- 1) information on promotions with third parties and Discount Suppliers,
- 2) providing Discount Codes and adding Coupons,
- 3) maintaining a User Account on the Website,

- 4) sale of Gift Cards,
- 5) sending the Newsletter to users who have given their consent,
- 6) enabling the posting of opinions,
- 7) providing an interactive form for contacting the Website Owner,
- 8) Running the Successful Shopping Blog,
- 9) running a recommendation programme,
- 10) adding vouchers,
- 11) Certificate of Service,
- 12) Information on promotions.

The owner of the Website presents on the Website information on current promotions from third parties selling products or services, offering discounts on the products or services offered by them at a given time, which come from the parties providing the presented services and are obtained directly from them as well as from intermediary entities.

#### Discount codes

1. The Owner of the Website makes Discount Codes available to the Users, enabling them to reduce the price of products or services offered by third parties and Discount Providers, and to display and copy the Discount Code.
  
2. The information provided in the description of the coupons listed on Alerabat.com may differ from the actual offers of the shops indicated. The website assumes no responsibility for incorrect information and out-of-date coupons. At the same time, it strives to keep the coupons updated and error-free.
  
3. If a transaction is concluded, the Service has no role in relation to the parties directly interested in the sale.

4. The contract for the provision of the Service consisting of viewing information on promotions and the Discount Code is concluded for a limited period of time and is terminated when the User closes the Website.

#### User Account Registration

1. The Account service on the Website is only available after registration.
2. Registration takes place via the registration form available on the homepage of the Website.
3. In order to register, you will need to enter your name, e-mail address, as well as your user name and account password in the form.
4. The user can terminate the registration procedure at any time, thereby removing the registered data from the Website.
5. In order to use the services of the Website, the User must each time complete the login process on the Website via the login form available on the homepage.
6. Logging in takes place by entering the login (User Name) and password for the User's account.
7. The Login may not infringe on the rights of third parties, nor may it contain content that is unlawful, in breach of these Terms of Use or infringe any personal rights. The User's password should consist of at least 5 characters. By entering data in the registration form, the User confirms at the same time the authenticity of the data entered. Upon successful registration, the User will receive an e-mail confirming their registration at the e-mail address they provided.
8. In the event that a User provides false data, reports a violation of personal rights by another User or a third party, the Service Owner is entitled to:
  - 1) request the User to delete data that is inaccurate without delay;
  - 2) block the account until the matter is clarified;

- 3) delete the account of a user who ignores warnings.
- 4) The user may not transfer his/her account to other users or third parties for a fee or free of charge.
9. As part of the Service, the User may log in to the Account via an active Facebook or Google+ account or via an Apple ID.
10. The User who logs in via his/her Facebook or Google+ account makes his/her name and surname public on the Website, together with a photo downloaded from Facebook or Google+, and the User who logs in via his/her Apple ID makes his/her name and surname public on the Website.
11. The agreement for the provision of services consisting in the maintenance of a User Account on the Website is concluded for an indefinite period of time and shall be terminated upon the User's sending a request for the deletion of the User Account.

#### Sale of Gift Cards

1. The Owner of the Website allows Users to purchase Gift Cards, which are a means of payment (for the amount specified in the Gift Card) for purchases in the shop of a Gift Card Provider. Information and conditions regarding the terms of use of the Gift Cards applicable to the individual Gift Card Providers are available on the Website under the "Gift Cards" tab after selecting the relevant Gift Card Provider.
2. The User can place an order for the selected Gift Card after logging in to the User Account.
3. Gift Card orders can be placed 7 days a week, 24 hours a day.
4. In order to purchase a Gift Card, it is necessary for the User to complete all of the following steps:
  - 1) selecting the type, variant and number of Gift Cards the User wishes to purchase from the Organiser;

- 2) logging into your User Account;
- 3) click on the "BUY NOW" button,
- 4) filling in a form with the User's data;
- 5) making a choice of delivery;
- 6) selecting a payment method;
- 7) acceptance of the Rules;
- 8) agreeing to the performance (delivery of the Gift Card which is a digital content - electronic code) before the expiry of the withdrawal period;
- 9) clicking on the "BUY AND PAY" button;
- 10) payment by the chosen payment method.

5. As soon as the order has been paid for in accordance with paragraph 4 para.

10) above, a Contract is concluded between the User and the Organiser.

6. Once the order has been paid for, the Owner of the Website shall immediately send an email with the code of the purchased Gift Card to the email address indicated by the User within 1 (one) day, or shall make the Gift Card code available in the User's Account together with information on the rules of use of the Gift Card.

7. The Provider is entitled to block the User's Account in the event that the Provider finds any **violations in connection with the purchase and subsequent use of the Gift Card**. In the case of blocking of the User's Account, the Provider, after the relevant information has been provided by the Supplier of the Gift Card, shall refund the purchased Gift Card to the User (either in full or in part, depending on the amount used), provided that the User has not disposed of the entire amount on the Gift Card.

8. The purchase of a Gift Card entails the granting of Cashback Points by the Website Owner to the User under the Cashback Programme, which can be exchanged for cash under the terms of the

#### Cashback Programme Regulations.

9. The available payment methods for your order are:

- 1) payment by VISA or Mastercard;
- 2) BLIK payment;
- 3) Electronic transfer.

10. Payments are made via the external payment system imoje operated by the company ING Bank Śląski S.A. with its registered office in Katowice on the terms and conditions specified by the payment operator.

11. The User agrees that the Owner of the Website may issue and send sales documents in electronic form to the e-mail address indicated by the User when placing an order.

#### Newsletter

1. The Website enables the User to receive notifications of offers from selected third parties or of promotions from category groups selected by the User in the form of e-mails sent to the e-mail address provided by the User (Newsletter).

2. In order to do so, it is necessary to provide a valid e-mail address or activate the relevant field on the Website's pages, to read the Website Owner's Privacy Policy regarding the protection of the User's personal data and to agree to the processing of personal data in order to subscribe to the Newsletter service and the performance of this service by the Website Owner for the User.

3. The user may revoke the consent referred to in paragraph 2 above at any time.

4. The Newsletter service agreement is concluded for an indefinite period of time and is terminated as soon as the User requests to remove his/her email address from the Newsletter subscription or to unsubscribe using the link in the body of the message sent within the Newsletter service. Interactive form

1. The user has the possibility to send via the contact form

message to the Service Provider or via the email address: [info@alerabat.com](mailto:info@alerabat.com).

2. In order to do so, it is necessary to provide a first and last name, a valid e-mail address, read the Privacy Policy regarding the protection of the User's personal data and agree to the processing of personal data in order for the Owner of the Website to contact the User and respond to the enquiry presented in the contact form.

3. The contract for the provision of the service of providing an interactive form enabling Users to contact the Service Provider is concluded for a fixed period and is terminated as soon as the Service Provider replies.

#### Posting of opinions

1. The User has the possibility to post individual and subjective opinions on the Website relating, among other things, to the services of the Website or the information presented on the Website.

2. The contract for the provision of the opinion posting service is concluded for a limited period of time and is terminated as soon as the opinion is added to the Website.

3. By adding an opinion, the user declares that he/she owns all intellectual property rights to the content, in particular copyrights - and that the opinion does not infringe any third party rights.

4. The content of the opinion should comply with applicable law and good practice.

#### Successful shopping blog

The owner of the Service at: <https://alerabat.com/udane-zakupy>, maintains an official blog where he gives daily tips on where the best promotions are and which discount codes to use.

#### Recommendation programme

The owner of the Website runs a recommendation programme to support recruitment at Alerabat.com Spółka z o.o., the Regulations of which can be found at <https://alerabat.com/regulamin-programu-rekomendacyjnego>.

### Adding vouchers

1. Users, through the Website, have the possibility to add coupons consisting of providing a discount code, information on a promotion or free delivery. The Website owner does not guarantee that the information provided by a User will be posted on the Website. The information provided by the User is subject to verification by the Website staff as to its compliance with reality, the law and these Terms and Conditions. The User will be informed by e-mail of a refusal to add a voucher, together with the reasons for the refusal. The User has the possibility to appeal against the decision within 90 days of its receipt.

2. In order to add a voucher, you need to fill in the form available under "Add Coupon" (<https://alerabat.com/dodaj-kupon-rabatowy>) by:

a) entering the name of a shop (with the proviso that the User may only add vouchers entitling to purchase in shops with which the owner of the Website has established a relationship);

b) selecting the type of voucher from the list available on the form;

c) posting a link to the offer with the voucher;

d) indication of the duration of the promotion;

e) promotion description;

f) click on the "ADD CUPON" button.

3. The content and descriptions posted by the User may not violate the provisions of these Terms and Conditions and generally applicable law, as well as the rights and personal rights of third parties, moral norms and rules of social coexistence, and may not contain any vulgar or offensive content.

### Service Certificate

1. Selected online shops will receive a Quality Certificate from the Service Owner.



2. The logo of the certificate is a registered trademark and is the property of the Owner of the Website, which the Owner of the Website is entitled or exclusively entitled to use.

## **LIABILITY OF THE SERVICE OWNER AND THE USER**

1. The owner of the Website is obliged to comply with the provisions of these Terms and Conditions and the mandatory provisions of the law.

2. The User shall be liable for any unlawful use by the User, in connection with the use of the Site, of any industrial design, trademark, patent or any other rights under, inter alia, copyright law, intellectual property law, industrial property law, trademark law and patent law and other applicable legislation.

3. The user shall be liable for any action he/she takes as a result of which other users or third parties suffer any damage, whether of a material or non-material nature, including as a result of hostile software, which would give rise to a claim for damages, compensation or any other claim.

4. The User is responsible for the disclosure of Content accessed by other Users and third parties and voluntarily disclosed on the Service by Users.

5. The information on the Website does not constitute an offer within the meaning of the Civil Code, but constitutes an invitation to conclude a contract within the meaning of Article 71 of the Civil Code.

6. The Website Owner is not an organiser, co-organiser or executor of promotional, discount and other actions organised by third parties.

7. The operation and use of individual promotional, discount and other actions are the sole responsibility of the persons/entities organising them.

8. The Website Owner is not responsible for purchases made using Gift Cards. Any complaints regarding purchases using Gift Cards should be reported to the Gift Card Provider.

9. The Website Owner presents on the Website information on promotional, discount and other actions prepared and provided by third parties and Discount Providers who are responsible for their content.

10. The User may be redirected to the websites of the Discount Providers using redirection links. The Website Owner is not responsible for the content of websites to which the User, using the Website, may be redirected, if the User had no influence on this.

11. The Service Provider shall not be liable for any damage suffered by Users due to interruption of access to the Website caused by: force majeure, pandemics, epidemics, malfunctions, failures, including Internet network failures, failures of the equipment or software used by the User.

## **COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

1. All rights to the Website, in particular copyrights, property rights

The intellectual property for its name, internet domain, as well as for forms, logos, trademarks, text, graphics, photos, and other content posted by the Owner belongs to the Owner.

2. It is forbidden to copy, reproduce, modify, multiply or

to distribute any part of the Site, the Service or any of its elements without the prior written consent of the Owner, except as permitted by applicable law and the Terms and Conditions.

3. The rights to use, copy and distribute data available on the website are subject to the provisions of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws 2018, item 1191).

4. The use of the content of the Website for commercial purposes may only take place after prior notification to and written consent from the Owner.

## **COMPLAINTS**

1. The User has the right to lodge a complaint against any decision of the Service Owner concerning him/her within 90 days of the occurrence of the event giving rise to the complaint.

2. The User is also entitled to make a complaint when he/she becomes convinced that the operation of the Website does not comply with the Terms and Conditions, or that the Website Owner has failed to fulfil its obligations under the Terms and Conditions.

3. Complaints are submitted in writing to the Service Owner's registered office address or by email of the Service Owner.

4. In the complaint, the User shall state his/her name, surname, correspondence address, the e-mail address assigned to the account and an explanation of the facts.

5. Once the complaint has been investigated, the User will receive a reply by e-mail within 14 days, together with the reasons for the position taken.

6. The user, as a consumer, has the possibility to use out-of-court dispute resolution for consumer disputes according to the online dispute resolution procedure developed by the European Commission available at:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.showCIng=PL>.

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7. The user, as a consumer, has the right to make use of out-of-court means of

complaint handling and claims investigation. Detailed information on the User's possibilities of using out-of-court ways of dealing with complaints and pursuing claims, as well as the rules of access to these procedures, are available at the offices and websites of district (city) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, Voivodship Inspectorates of Trade Inspection and at the following website addresses of the Office of Competition and Consumer Protection:

[http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php)

<http://polubowne.uokik.gov.pl/rejestr,5,pl.html>

## **PERSONAL DATA ADMINISTRATION**

1. The administrator of Users' personal data is the owner of the Website, i.e. Alerabat.com Spółka z o.o. with its registered office in Katowice, ul. Fabryczna 24, 40-611 Katowice, entered in the register of entrepreneurs of the National Court Register kept by the District Court of Katowice-Wschód in Katowice, VIII Economic Division of the National Court Register under the KRS number 0000570132, with the NIP number 9542757135 and the REGON number 362184710, with the share capital of PLN 30,000.

2. Detailed rules for the processing and protection of personal data are set out in a separate document: Privacy Policy available at: <https://alerabat.com/polityka-privacy>, which forms an integral part of the Terms and Conditions.

## **CANCELLATION OF SERVICE**

The User has the right to resign from the Service and to delete his/her User Account at any time. In order to resign from the Website, the User must inform the Website Owner in writing or by e-mail. The date of cancellation will be the date on which the Service Owner receives the notice of cancellation.

## **YOUR RIGHT OF WITHDRAWAL**

1. Pursuant to Article 38(13) of the Consumer Rights Act of 30 May 2014, the right of withdrawal from an off-premises or distance contract does not apply to contracts for the supply of digital content which is not recorded on a tangible medium, if the performance has begun with the express consent of the consumer before the expiry of the withdrawal period and after the trader has informed the consumer of the loss of the right of withdrawal.
2. Due to the fact that the Gift Card is issued to the User within 1 working day of payment of the order, in the form of an electronic code representing digital content, the Owner of the Website hereby informs that the User is not entitled to withdraw from the Contract.
3. Finalisation of an order for a Gift Card is only possible if the User gives the Owner express consent to the performance (delivery of the Gift Card representing digital content) despite the loss of the right of withdrawal.

## **FINAL PROVISIONS**

1. Matters not covered by these Terms and Conditions shall be governed by generally applicable provisions of Polish law, in particular the provisions of the Civil Code and the Consumer Rights Act of 30 May 2014.
2. The Service Owner reserves the right to amend the Terms and Conditions subject to paragraphs 3- 5 below.
3. Amendments to the Terms and Conditions may occur for organisational, legal or technical reasons, and the User will be informed of each amendment by posting information on the Website.
4. Amendments shall come into force no less than 14 days from the date of their announcement, unless a different (earlier) date results from legal regulations. If the User does not accept the new content of the Rules and Regulations, he/she is obliged to notify the Owner of this fact within 14 days from the date of informing about the change of the Rules and Regulations, sending the relevant information to the e-mail address or by traditional mail to the postal address.

