



Prokonsumencki znaczy zaufany

Dbamy o Twoje prawa. Kupujesz bezpieczniej.

1. TERMS AND CONDITIONS OF THE ONLINE STORE

IWONAPODLASINSKA.COM

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These Terms and Conditions of the Online Store have been prepared by lawyers from Prokonsumencki.pl. The online store www.iwonapodlasinska.com respects consumer rights. A Consumer may not waive the rights granted under the Consumer Rights Act. Contractual provisions less favourable to the Consumer than the provisions of the Consumer Rights Act shall be invalid, and the provisions of the Consumer Rights Act shall apply instead. Therefore, the provisions of these Terms and Conditions are not intended to exclude or limit any consumer rights granted by mandatory provisions of law, and any doubts should be interpreted in favour of the Consumer. In the event of any inconsistency between the provisions of these Terms and Conditions and the above regulations, the regulations shall prevail and shall be applied.

2. 1. GENERAL PROVISIONS

1.1.

The Online Store available at www.iwonapodlasinska.com is operated by **IWONA PODLASIŃSKA**, conducting business activity under the business name **FOTOGRAFIE IWONA PODLASIŃSKA**, entered in the Central Registration and Information on Business (CEIDG) of the Republic of Poland kept

by the minister competent for economic affairs, with the following details:
business address and address for service: **ul. Gustawa Morcinka 27B, 25-421 Kielce, Poland**,
Tax ID (NIP): **6572472944**, REGON: **260465105**,
e-mail address: **contact@iwonapodlasinska.com**,
telephone number: **+48 605 897 626**.

1.2.

These Terms and Conditions are addressed to both Consumers and Entrepreneurs using the Online Store, unless a given provision states otherwise.

1.3.

The controller of personal data processed in the Online Store in connection with the performance of these Terms and Conditions is the Seller. Personal data are processed for the purposes, for the period, and on the legal bases and principles set out in the Privacy Policy published on the Online Store website. The Privacy Policy sets out in particular the rules regarding the processing of personal data by the controller, including the bases, purposes and periods of processing, the rights of data subjects, as well as information on cookies and analytical tools used in the Online Store. Use of the Online Store, including making purchases, is voluntary. Likewise, providing personal data by a User or Customer is voluntary, subject to the exceptions indicated in the Privacy Policy (concluding a contract and the Seller's statutory obligations).

1.4. DEFINITIONS:

1.4.1.

DIGITAL SERVICES ACT, DSA – Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services and amending Directive 2000/31/EC (Digital Services Act).

1.4.2.

BLOG – an Electronic Service, i.e. an online blog available in the Online Store to Users, enabling them to browse the Service Provider's posts, in particular regarding its business activity and offered Products.

1.4.3.

BUSINESS DAY – one day from Monday to Friday excluding public holidays.

1.4.4.

CONTACT FORM – an Electronic Service, i.e. an interactive form available in the Online Store enabling direct contact with the Service Provider.

1.4.5.

REGISTRATION FORM – a form available in the Online Store enabling the creation of an Account.

1.4.6.

ORDER FORM – an Electronic Service, i.e. an interactive form available in the Online Store enabling the placement of an Order, in particular by adding Products to an electronic cart and specifying the terms of the Sales Contract, including delivery and payment methods.

1.4.7.

CUSTOMER – (1) a natural person with full legal capacity, and in cases provided for by generally applicable laws also a natural person with limited legal capacity; (2) a legal person; or (3) an organisational unit without legal personality to which the law grants legal capacity – who has concluded or intends to conclude a Sales Contract with the Seller.

1.4.8.

CIVIL CODE – the Act of 23 April 1964 – the Civil Code.

1.4.9.

ACCOUNT – an Electronic Service, i.e. a set of resources in the Service Provider's ICT system, identified by an individual name (login) and password provided by the User, in which the data provided by the User and information on Orders placed by them are stored.

1.4.10.

ILLEGAL CONTENT – information which, in itself or by reference to an activity, including the sale of Products or provision of Electronic Services, is not compliant with EU law or the law of any Member State which is consistent with EU law, regardless of the specific subject matter or nature of that law.

1.4.11.

PRODUCT – (1) a movable item (including a movable item with digital elements, i.e. containing digital content or a digital service or connected with them in such a way that the absence of digital content or a digital service would prevent its proper functioning), (2) digital content, (3) a service (including a digital service and a non-digital service) – which is the subject of the Sales Contract between the Customer and the Seller.

1.4.12.

TERMS AND CONDITIONS – these Terms and Conditions of the Online Store.

1.4.13.

ONLINE STORE – the online store of the Service Provider available at: www.iwonapodlasinska.com.

1.4.14.

SELLER; SERVICE PROVIDER – IWONA PODLASIŃSKA conducting business activity under the business name FOTOGRAFIE IWONA PODLASIŃSKA, with the details indicated in section 1.1 above; e-mail: contact@iwonapodlasinska.com; telephone number: 12312312.

1.4.15.

SALES CONTRACT – (1) a contract for the sale of a Product (for movable items and movable items with digital elements), (2) a contract for the supply of a Product (for digital content or a digital service), (3) a contract for the provision or use of a Product (for a non-digital service and other Products) – concluded or to be concluded between the Customer and the Seller via the Online Store.

1.4.16.

ELECTRONIC SERVICE – a service provided electronically by the Service Provider to the User via the Online Store which is not a Product.

1.4.17.

USER – (1) a natural person with full legal capacity, and in cases provided for by generally applicable laws also a natural person with limited legal capacity; (2) a legal person; or (3) an organisational unit without legal personality to which the law grants legal capacity – using or intending to use an Electronic Service.

1.4.18.

CONSUMER RIGHTS ACT – the Act of 30 May 2014 on consumer rights.

1.4.19.

ORDER – a declaration of intent of the Customer submitted via the Order Form, directly aimed at concluding a Sales Contract for a Product with the Seller.

3. 2. ELECTRONIC SERVICES IN THE ONLINE STORE

2.1.

The following Electronic Services are available in the Online Store: Blog, Contact Form, Order Form and Account.

2.1.1. Blog

Browsing the Blog is possible after going to the “Blog” tab visible in the Online Store. The Blog is available free of charge to all visitors without the need to provide any data or perform any other actions. Within the Blog, the Service Provider publishes articles related to the subject matter of the Online Store and Products.

2.1.1.1.

The User may stop using the Blog at any time and without giving a reason by closing the web browser.

2.1.2. Contact Form

Use of the Contact Form begins after the User completes two consecutive steps: (1) going to the “Contact” tab and (2) clicking the “Send message” field on the Online Store website after completing the Contact Form. The following data are required: full name, e-mail address, contact telephone number and subject of the message. For more efficient service, the User may also provide the content of the enquiry.

2.1.2.1.

The Contact Form Electronic Service is provided free of charge, is one-off in nature and ends when the message is sent via the form or when the User stops using it earlier.

2.1.3. Order Form

Use of the Order Form begins when the Customer adds the first Product to the electronic cart in the Online Store. Placing an Order requires the Customer to complete two consecutive steps: (1) completing the Order Form and (2) clicking the “I buy and pay” field after completing the Order Form. Until that moment, the Customer may independently modify the entered data (following the messages and

information displayed on the Online Store website).

The following Customer data are required: full name/company name, address (street, building/apartment number, postal code, city, country), e-mail address, contact telephone number, and data concerning the Sales Contract: Product(s), quantity, place and method of delivery, payment method. For Customers who are not Consumers, the company name and Tax ID (NIP) are also required.

2.1.3.1.

The Order Form Electronic Service is provided free of charge, is one-off in nature and ends when the Order is placed via the form or when the User stops placing an Order via the form earlier.

2.1.4. Account

Use of the Account is possible after the User completes two consecutive steps: (1) completing the Registration Form and (2) clicking “Register”. The Registration Form requires the User’s e-mail address. An Account may also be created by selecting the relevant checkbox when placing an Order in the Order Form – upon placing the Order, an Account is created for the User.

2.1.4.1.

The Account Electronic Service is provided free of charge for an indefinite period. The User may delete the Account (resign from the Account) at any time and without giving a reason by submitting a relevant request to the Service Provider, in particular by e-mail to: contact@iwonapodlasinska.com or in writing to: ul. Gustawa Morcinka 27B, 25-421 Kielce, Poland.

2.2.

Technical requirements necessary to cooperate with the ICT system used by the Service Provider:

- (1) a computer, laptop or other multimedia device with Internet access;
- (2) access to e-mail;
- (3) an up-to-date web browser: Mozilla Firefox; Opera; Google Chrome; Safari; Microsoft Edge;
- (4) recommended minimum screen resolution: 1024x768;
- (5) enabling cookies storage and JavaScript support in the web browser.

2.3.

The User is obliged to use the Online Store in a manner consistent with the law and good customs, with due regard to personal rights and copyright/intellectual property rights of the Service Provider and third parties. The User is obliged to enter truthful data. The User is prohibited from providing unlawful content, including Illegal Content.

2.4.

The complaint procedure for Electronic Services is set out in section 6 of these Terms and Conditions.

4. 3. CONDITIONS FOR CONCLUDING A SALES CONTRACT

3.1.

A Sales Contract between the Customer and the Seller is concluded after the Customer places an Order via the Order Form in the Online Store in accordance with section 2.1.3.

3.2.

The Product price or remuneration for the Product displayed on the Online Store website is stated in Polish zloty (PLN) and includes taxes. The Customer is informed on the Online Store website, including

during the ordering process and at the moment the Customer expresses the intention to be bound by the Sales Contract, about: the total price or remuneration including taxes, and where the nature of the Product does not allow for a prior calculation – the manner in which it will be calculated; delivery costs (including transport, delivery or postal service fees) and other costs, and where such costs cannot be determined – the obligation to pay them. In the case of a Sales Contract for a Product concluded for an indefinite period or involving a subscription, the Seller indicates in the same manner the total price or remuneration covering all payments for the billing period, and where the Sales Contract provides for a fixed rate – also the total monthly payments.

3.3. PROCEDURE FOR CONCLUDING A SALES CONTRACT VIA THE ORDER FORM

3.3.1.

A Sales Contract between the Customer and the Seller is concluded after the Customer places an Order in the Online Store in accordance with section 2.1.3.

3.3.2.

After the Order is placed, the Seller promptly confirms its receipt and simultaneously accepts the Order for processing. Confirmation of receipt and acceptance for processing takes place by sending the Customer an e-mail to the e-mail address provided during ordering, containing at least: the Seller's statements confirming receipt of the Order and its acceptance for processing, and confirmation of concluding the Sales Contract. Upon the Customer's receipt of this e-mail, the Sales Contract between the Customer and the Seller is concluded.

3.4.

Recording, securing and making available to the Customer the content of the concluded Sales Contract takes place by: (1) making these Terms and Conditions available on the Online Store website and (2) sending the Customer the e-mail referred to in section 3.3.2. The content of the Sales Contract is additionally recorded and secured in the Seller's Online Store IT system.

5. 4. PAYMENT METHODS AND DEADLINES

4.1.

The Seller makes the following payment methods available to the Customer under the Sales Contract:

4.1.1.

Bank transfer to the Seller's bank account.

4.1.2.

Electronic payments and payment card payments via imoje.pl, PayPal, PayU.pl and iMoje – the currently available payment methods are specified on the Online Store website in the information tab concerning payment methods and on the websites: imoje.pl, paypal.com, payu.pl.

4.1.2.1.

Settlements of electronic and card payment transactions are carried out according to the Customer's choice. Electronic and card payments are handled by:

4.1.2.1.1.

imoje.pl – ING BANK ŚLĄSKI S.A. with its registered office in Katowice (ul. Sokolska 34, 40-086 Katowice), entered in the Register of Entrepreneurs under number 0000005459, with share capital PLN 130,100,000.00 fully paid up, NIP: 6340135475, REGON: 271514909.

4.1.2.1.2.

PayPal – PayPal (Europe) S.à r.l. et Cie, S.C.A., 5th floor, 22–24 Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, Trade register no.: R.C.S. Luxembourg B 118 349, VAT no.: LU22046007.

4.1.2.1.3.

PayU.pl – PAYU S.A. with its registered office in Poznań (ul. Grunwaldzka 186, 60-166 Poznań), entered in the National Court Register under number 0000274399, share capital PLN 7,789,000.00 fully paid up, NIP: 7792308495, REGON: 300523444.

4.2.

The payment deadline, where the Customer selects bank transfer, electronic payments or payment card payments, is **7 calendar days** from the date of concluding the Sales Contract.

6. 5. COST, METHODS AND TIME OF DELIVERY OF THE PRODUCT

5.1.

Delivery of the Product to the Customer is chargeable unless the Sales Contract provides otherwise. Delivery costs (including transport, delivery and postal service fees) are indicated to the Customer on the Online Store website in the information tab concerning delivery costs and during ordering, including at the moment the Customer expresses the intention to be bound by the Sales Contract.

5.2.

The Seller makes the following Product delivery methods available:

5.2.1. Electronic delivery.

5.2.1.1.

Electronic delivery consists of sending the Product to the Customer by e-mail or providing a unique Internet link (URL) enabling downloading or access to the Product.

5.2.1.2.

If a unique Internet link (URL) is provided, the Seller ensures its proper functioning for at least **6 months** from the date it is provided. The Seller recommends downloading the Product and saving it digitally on the Customer's computer memory during this period. After this period, if the Customer is unable to download the Product via the unique link (URL), the Customer may contact the Seller to provide the Product again.

5.2.1.3.

Electronic delivery is free of charge.

5.3.

The delivery time for electronic delivery is up to **2 Business Days** from the moment the payment is recorded in the Seller's settlement account.

7. 6. COMPLAINT HANDLING PROCEDURE

6.1.

This section 6 sets out a complaint handling procedure common to all complaints submitted to the Seller, in particular complaints concerning Products, Sales Contracts, Electronic Services and other complaints related to the Seller's or Online Store's operation.

6.2.

A complaint may be submitted, for example:

6.2.1.

in writing to: ul. Gustawa Morcinka 27B, 25-421 Kielce, Poland;

6.2.2.

electronically by e-mail to: contact@iwonapodlasinska.com.

6.3.

It is recommended that the complaint description include: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of the irregularity or non-conformity; (2) the request to bring the Product into conformity with the contract, or a statement of price reduction or withdrawal from the contract, or another claim; and (3) contact details of the complainant – this will facilitate and accelerate complaint handling. The above requirements are recommendations only and do not affect the effectiveness of a complaint submitted without the recommended description.

6.4.

If the contact details provided by the complainant change during complaint handling, the complainant is obliged to notify the Seller.

6.5.

The complainant may attach evidence related to the complaint (e.g. photos, documents or the Product). The Seller may also request additional information or evidence (e.g. photos) if this facilitates and accelerates complaint handling.

6.6.

The Seller will respond to the complaint promptly, no later than within **14 calendar days** from the date of receiving it.

6.7.

The legal basis and scope of the Seller's statutory liability are defined by generally applicable laws, in particular the Civil Code, the Consumer Rights Act and the Act on providing services by electronic means of 18 July 2002. Below is additional information on the Seller's legally provided liability for conformity of the Product with the Sales Contract:

6.7.1.

In the case of a complaint regarding a Product – digital content or a digital service or a movable item which serves exclusively as a carrier of digital content – purchased by the Customer under a Sales Contract concluded with the Seller on or after **1 January 2023**, or earlier if supply of such Product was to

take place or took place after that date, the provisions of the Consumer Rights Act in the wording in force from 1 January 2023 apply, in particular Articles 43h–43q. These provisions define, in particular, the basis and scope of the Seller’s liability towards the Consumer in the event of non-conformity of the Product with the Sales Contract.

6.8.

In addition to statutory liability, a warranty may be granted for the Product – this is contractual (additional) liability and may be used if the Product is covered by a warranty. A warranty may be granted by an entity other than the Seller (e.g. a manufacturer or distributor). Detailed warranty terms, including the data of the entity responsible for warranty performance and the entity entitled to use it, are available in the warranty description, e.g. in a warranty card or elsewhere relating to the warranty. The Seller indicates that in the event of non-conformity of the Product with the contract, the Customer is entitled by law to legal remedies from and at the expense of the Seller, and that the warranty does not affect these remedies.

6.9.

The provisions concerning the Consumer contained in section 6.7.1 also apply to a Customer who is a natural person concluding a contract directly related to their business activity, if from the content of that contract it follows that it is not of a professional nature for that person, resulting in particular from the subject of their business activity disclosed under the provisions on CEIDG.

8. 7. OUT-OF-COURT COMPLAINT AND CLAIM RESOLUTION

7.1.

Out-of-court dispute resolution methods include, among others: (1) enabling the parties to bring their positions closer together, e.g. through mediation; (2) proposing a dispute solution, e.g. through conciliation; and (3) resolving the dispute and imposing a solution on the parties, e.g. through arbitration (an arbitration court). Detailed information on the Consumer’s possibility to use out-of-court complaint and claim resolution methods, the rules of access to these procedures and a user-friendly search engine for entities dealing with amicable dispute resolution are available on the website of the Office of Competition and Consumer Protection (UOKiK): polubowne.uokik.gov.pl.

7.2.

A contact point operates at the President of UOKiK, whose tasks include providing consumers with information on out-of-court consumer dispute resolution. A Consumer may contact the contact point: (1) by phone at 22 55 60 332 or 22 55 60 333; (2) by e-mail at kontakt.adr@uokik.gov.pl; or (3) in writing or in person at UOKiK headquarters, plac Powstańców Warszawy 1, Warsaw (00-030), Poland.

7.3.

A Consumer has the following exemplary possibilities to use out-of-court complaint and claim resolution: (1) a request to resolve a dispute to a permanent consumer arbitration court; (2) a request for out-of-court dispute resolution to a provincial inspector of the Inspection; or (3) assistance of a district (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection (e.g. Federation of Consumers, Association of Polish Consumers). Advice is provided, among others, by e-mail at porady@dlakonsumentow.pl and via the consumer hotline 801 440 220 (hotline available on Business Days from 8:00 to 18:00; call charged according to the operator’s tariff).

9. 8. RIGHT OF WITHDRAWAL

8.1.

A Consumer who has concluded a distance contract may withdraw from it within **14 calendar days** without giving any reason and without incurring costs, except for the costs specified in section 8.6. To meet the deadline, it is sufficient to send the withdrawal statement before it expires. The withdrawal statement may be submitted, for example:

8.1.1.

in writing to: ul. Gustawa Morcinka 27B, 25-421 Kielce, Poland;

8.1.2.

electronically by e-mail to: contact@iwonapodlasinska.com.

8.2.

An exemplary model withdrawal form is included in Annex No. 2 to the Consumer Rights Act and is also available in section 14 of these Terms and Conditions. The Consumer may use the model form, but it is not obligatory.

8.3.

The withdrawal period begins:

8.3.1.

for a contract under which the Seller delivers the Product being obliged to transfer its ownership – from taking possession of the Product by the Consumer or a third party indicated by the Consumer other than the carrier, and in the case of a contract which: (1) covers multiple Products delivered separately, in batches or in parts – from taking possession of the last Product, batch or part; or (2) consists in regular delivery of Products for a defined period – from taking possession of the first Product;

8.3.2.

for other contracts – from the date of concluding the contract.

8.4.

In the event of withdrawal from a distance contract, the contract shall be deemed not to have been concluded.

8.5. PRODUCTS – DIGITAL CONTENT OR DIGITAL SERVICES:

8.5.1.

In the event of withdrawal from a contract for the supply of a Product – digital content or a digital service – from the date of receiving the Consumer's withdrawal statement, the Seller may not use content other than personal data provided or generated by the Consumer while using the digital content or digital service supplied by the Seller, except for content that: (1) is useful exclusively in connection with the digital content or digital service which was the subject of the contract; (2) relates exclusively to the Consumer's activity while using the digital content or digital service supplied by the Seller; (3) has been combined by the trader with other data and cannot be separated or can be separated only with disproportionate effort; (4) has been generated by the Consumer jointly with other consumers who can still use it.

Except for cases referred to above in points (1)–(3), the Seller shall, at the Consumer's request, make

available to the Consumer content other than personal data which was provided or generated by the Consumer while using the digital content or digital service supplied by the Seller. Upon withdrawal, the Seller may prevent the Consumer from further using the digital content or digital service, in particular by preventing access or blocking the user account, which does not affect the Consumer's rights described above. The Consumer has the right to retrieve digital content from the Seller free of charge, without obstacles, within a reasonable time and in a commonly used machine-readable format.

8.5.2.

In the event of withdrawal from a contract for the supply of a Product – digital content or a digital service – the Consumer is obliged to cease using the digital content or digital service and making it available to third parties.

8.6. POSSIBLE COSTS OF WITHDRAWAL TO BE BORNE BY THE CONSUMER:

8.6.1.

For Products – movable items (including movable items with digital elements) – if the Consumer chose a delivery method other than the cheapest ordinary delivery method available in the Online Store, the Seller is not obliged to reimburse the Consumer for additional costs incurred.

8.6.2.

For Products – movable items (including movable items with digital elements) – the Consumer bears the direct costs of returning the Product.

8.6.3.

For a Product – a service – where performance, at the express request of the Consumer, began before the withdrawal period expired, the Consumer who exercises the right of withdrawal after submitting such a request is obliged to pay for the services performed until withdrawal. The amount is calculated proportionally to the scope of performed services, taking into account the agreed price or remuneration. If the price or remuneration is excessive, the basis for calculation is the market value of the performed service.

8.7.

The right of withdrawal from a distance contract does not apply to contracts:

8.7.1.

for the provision of services for which the Consumer is obliged to pay the price, if the Seller has fully performed the service with the Consumer's express prior consent and the Consumer was informed before performance began that after performance by the Seller they would lose the right of withdrawal, and acknowledged this;

8.7.2.

for the supply of digital content not supplied on a tangible medium for which the Consumer is obliged to pay the price, if the Seller began performance with the Consumer's express prior consent and the Consumer was informed before performance began that after performance by the Seller they would lose the right of withdrawal, and acknowledged this, and the Seller provided the Consumer with confirmation referred to in the Consumer Rights Act; and

8.7.3.

(1) for services where the Consumer expressly requested the Seller to visit them for repair, and the service has been fully performed with the Consumer's express prior consent; (2) where the price depends on fluctuations in the financial market beyond the Seller's control and which may occur before the withdrawal period expires; (3) for non-prefabricated goods manufactured according to the Consumer's specification or serving their individualised needs; (4) for goods liable to deteriorate rapidly or with a short shelf life; (5) for sealed goods which cannot be returned after opening for health protection or hygiene reasons if the packaging was opened after delivery; (6) for goods which after delivery, due to their nature, become inseparably mixed with other goods, including goods with digital elements; (7) for alcoholic beverages where the price was agreed at conclusion and delivery may occur only after 30 days, and the value depends on market fluctuations beyond the Seller's control; (8) where the Consumer expressly requested an urgent repair or maintenance visit – if the Seller provides additional services other than those requested or supplies goods other than spare parts necessary for repair/maintenance, the right of withdrawal applies to such additional services or goods; (9) for sealed audio/video recordings or computer software if the packaging was opened after delivery; (10) for the supply of newspapers, periodicals or magazines, except subscription contracts; (11) concluded by public auction; (12) for services of accommodation other than for residential purposes, transport of goods, car rental, catering, leisure services, entertainment, sporting or cultural events where the contract specifies a day or period of performance.

8.8.

The consumer-related provisions of this section 8 also apply (for contracts concluded from 1 January 2021) to a User or Customer who is a natural person concluding a contract directly related to their business activity, where it follows from the contract that it is not of a professional nature for that person, resulting in particular from the subject of their business activity disclosed under CEIDG.

10. 9. PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

9.1.

This section 9 of the Terms and Conditions and all provisions contained herein are addressed to and binding solely on a Customer or User who is **not a Consumer**, and from **1 January 2021**, for contracts concluded from that date, also not being a natural person concluding a contract directly related to their business activity where, from the content of the contract, it follows that it is not of a professional nature for that person, resulting in particular from the subject of their business activity disclosed under CEIDG.

9.2.

The Seller shall have the right to withdraw from the Sales Contract within **14 calendar days** from the date of its conclusion. Withdrawal from the Sales Contract in this case may take place without stating reasons and shall not give rise to any claims by the Customer against the Seller.

9.3.

The Seller's liability under warranty for defects (rekojmia) or for non-conformity of the Product with the Sales Contract is hereby excluded.

9.4.

The Seller shall respond to complaints within **30 calendar days** from the date of their receipt.

9.5.

The Seller has the right to limit available payment methods, including requiring full or partial prepayment, regardless of the payment method chosen by the Customer and the fact of concluding the Sales Contract.

9.6.

The Service Provider may terminate the contract for the provision of an Electronic Service with immediate effect and without stating reasons by sending the User a relevant statement.

9.7.

The liability of the Service Provider/Seller towards the User/Customer, regardless of its legal basis, is limited – both for a single claim and for all claims in total – to the amount of the price paid and delivery costs under the Sales Contract, but not exceeding **PLN 1,000**. This monetary limitation applies to all claims asserted by the User/Customer against the Service Provider/Seller, including in cases where no Sales Contract has been concluded or where claims are not related to a Sales Contract. The Service Provider/Seller shall be liable only for typical damages foreseeable at the time of concluding the contract and shall not be liable for lost profits. The Seller shall also not be liable for delays in shipment transport.

9.8.

Any disputes arising between the Seller/Service Provider and the Customer/User shall be submitted to the court having jurisdiction over the registered office of the Seller/Service Provider.

11. 10. RULES FOR USING THE PRODUCT – DIGITAL CONTENT AND DIGITAL SERVICES

10.1.

This section 10 defines the default rules for using Products – digital content and digital services – available in the Online Store. These rules apply where no individual conditions for using a given Product have been established or to the extent not regulated by individual conditions (e.g. where a licence granted by the Product manufacturer applies).

10.2.

Rights to the Product, including copyright where the Product constitutes a work within the meaning of copyright law, belong to the Seller or other authorised third parties.

10.3.

Based on the concluded Sales Contract, the Customer is entitled to use the Product in a manner and scope necessary for using it for the purposes specified in the Sales Contract, and where such purposes are not specified – for the purposes for which Products of this kind are ordinarily used, taking into account applicable laws, technical standards and good practices.

10.4.

The Customer may use the Product **solely for their own use**, including within their business activity, unless the Sales Contract provides otherwise. Subject to exceptions provided by generally applicable law and different provisions of the Sales Contract:

1. the Customer is not entitled to make the Product available to third parties;
2. the Customer is not entitled to use the Product for commercial purposes, including placing the Product on the market;

3. the Customer is not entitled to transfer, sublicense or authorise other persons to use the Product;
4. the Customer is not entitled to copy, reproduce, modify, adapt, translate, decode, decompile, disassemble or otherwise interfere with the Product, unless this is necessary to ensure proper use of the Product in accordance with the Sales Contract.

10.5.

The Customer may use the Product for the period specified in the Sales Contract.

10.6.

Access to the Product is granted by sending the digital content or a link (URL) enabling access to it to the e-mail address provided by the Customer when placing the Order.

12. 11. PRODUCT REVIEWS

11.1.

The Seller enables Customers to post and access reviews of Products and the Online Store in accordance with the rules set out in this section.

11.2.

Posting a review is possible using a form allowing the addition of a review of a Product or the Online Store. The form may be made available directly on the Online Store website (including via an external widget) or via an individual link sent to the Customer after purchase to the e-mail address provided. When adding a review, the User may also add a graphic rating or a Product photo, if such an option is available.

11.3.

A Product review may be posted only for Products actually purchased in the Seller's Online Store and only by a Customer who purchased the reviewed Product. Concluding fictitious or sham Sales Contracts in order to post reviews is prohibited. A review of the Online Store may be posted by a person who is a Customer of the Online Store.

11.4.

Posting reviews must not be used for unlawful actions, in particular acts of unfair competition or actions infringing personal rights, intellectual property rights or other rights of the Seller or third parties. When posting a review, the Customer is obliged to act in accordance with the law, these Terms and Conditions and good customs.

11.5.

Reviews may be published directly on the Online Store website (e.g. with a given Product) or in an external review-collection service cooperating with the Seller and referenced on the Online Store website (including via an external widget).

11.6.

The Seller ensures that published Product reviews originate from Customers who have purchased the Product. To this end, the Seller takes the following actions to verify that reviews come from Customers:

11.6.1.

Reviews submitted via a form available directly on the Online Store website are subject to prior verification by the Seller. Verification involves checking compliance with these Terms and Conditions, in particular whether the reviewer is a Customer of the Online Store – in which case the Seller verifies whether the person has made a purchase, and in the case of a Product review, also whether they purchased the reviewed Product. Verification is carried out without undue delay.

11.6.2.

The Seller sends Customers (including via an external review service) an individual link to the e-mail address provided at purchase – access to the review form is thereby granted exclusively to Customers who have purchased a Product.

11.6.3.

In the event of doubts or objections raised by other Customers or third parties as to whether a given review originates from a Customer or whether the Customer purchased the reviewed Product, the Seller reserves the right to contact the author of the review to clarify and confirm that they are in fact a Customer or purchased the reviewed Product.

11.7.

Any comments, appeals against review verification, or objections regarding whether a review originates from a Customer or whether the Customer purchased a Product may be submitted in accordance with the complaint procedure set out in section 6.

11.8.

The Seller does not post or commission false Customer reviews or recommendations, and does not distort Customer reviews or recommendations to promote Products. The Seller publishes both positive and negative reviews and does not publish sponsored reviews.

13. 12. ILLEGAL CONTENT AND OTHER CONTENT INCONSISTENT WITH THE TERMS AND CONDITIONS

12.1.

This section contains provisions resulting from the Digital Services Act applicable to the Online Store and the Service Provider. As a rule, the User is not obliged to provide content when using the Online Store, unless these Terms and Conditions require providing specific data (e.g. for placing an Order). The User may have the possibility to add reviews or comments using tools provided by the Service Provider. In all cases where the User provides content, they are obliged to comply with these Terms and Conditions.

12.2.

CONTACT POINT – The Service Provider designates the e-mail address [**contact@iwonapodlasinska.com**](mailto:contact@iwonapodlasinska.com) as a single contact point. The contact point enables direct communication with Member State authorities, the European Commission and the European Board for Digital Services, and also enables service recipients (including Users) to communicate directly, quickly and in a user-friendly manner with the Service Provider by electronic means for the purposes of applying the Digital Services Act. The Service Provider indicates Polish and English as the languages for communication with the contact point.

12.3.

Procedure for reporting Illegal Content and actions pursuant to Article 16 of the Digital Services Act:

12.3.1.

Any person or entity may report the presence of information considered to be Illegal Content to the Service Provider by sending a report to contact@iwonapodlasinska.com.

12.3.2.

The report should be sufficiently precise and adequately substantiated. The Service Provider facilitates submission of reports containing all of the following elements:

1. a reasoned explanation of why the reported information is considered Illegal Content;
2. a clear indication of the exact electronic location of the information (e.g. precise URL or URLs), and where applicable, additional information enabling identification of the Illegal Content;
3. the name and e-mail address of the reporting person or entity, except in cases concerning offences referred to in Directive 2011/93/EU;
4. a statement confirming the good faith belief that the information and allegations contained in the report are accurate and complete.

12.3.3.

A report meeting the above requirements is deemed to give rise to actual knowledge for the purposes of Article 6 of the Digital Services Act if it enables the Service Provider, acting with due diligence, to identify the illegal nature of the activity or information without a detailed legal assessment.

12.3.4.

If the report contains electronic contact details, the Service Provider shall promptly send confirmation of receipt and inform the reporting person or entity of its decision and available appeal options.

12.3.5.

The Service Provider shall review all reports and make decisions in a timely, non-arbitrary and objective manner, exercising due diligence. If automated means are used, this fact shall be disclosed in the notification.

12.4.

Restrictions imposed by the Service Provider regarding content provided by Users:

12.4.1.

Users are obliged, when providing any content, to:

1. use the Online Store and post content in accordance with its intended purpose, these Terms and Conditions, the law and good customs;
2. provide truthful and non-misleading content;
3. refrain from providing unlawful content, including Illegal Content;
4. refrain from sending unsolicited commercial information (spam);
5. refrain from providing vulgar or offensive content;

6. hold all required rights, licences and consents necessary to provide such content, including copyright and image rights;
7. use the Online Store in a manner not posing a threat to the security of the Service Provider's IT system, the Online Store or third parties.

12.4.2.

The Service Provider reserves the right to moderate content in good faith and with due diligence, either on its own initiative or following a report, in order to detect, identify and remove Illegal Content or content inconsistent with these Terms and Conditions.

12.4.3.

Moderation may be manual or automated. The Service Provider shall clearly inform the User (where contact details are available) of its decision, reasons and available appeal options.

12.4.4.

In exercising rights and obligations under the Digital Services Act, the Service Provider acts with due diligence, objectively and proportionately, taking into account the rights and legitimate interests of all parties.

12.5.

Any complaints, appeals or objections regarding decisions or actions taken under this section may be submitted in accordance with the complaint procedure set out in section 6. This does not prejudice the right to initiate court proceedings.

12.6.

The Service Provider shall handle all complaints and appeals in a timely, non-discriminatory, objective and non-arbitrary manner and shall revoke or amend its decision where justified.

12.7.

Users and reporting persons/entities have the right to choose any out-of-court dispute resolution body certified by a Digital Services Coordinator of a Member State for disputes relating to decisions concerning Illegal Content.

14. 13. FINAL PROVISIONS

13.1.

Contracts concluded via the Online Store are concluded in the **Polish language**.

13.2. AMENDMENTS TO THE TERMS AND CONDITIONS

13.2.1.

The Service Provider reserves the right to amend these Terms and Conditions for valid reasons, including changes in law, payment or delivery methods, regulatory obligations, scope of Electronic Services, introduction of new services, or cybersecurity threats.

13.2.2.

Notification of proposed changes is sent at least **15 days** in advance, unless immediate changes are required by law or to counter an imminent threat.

13.2.3.

For continuous contracts (e.g. Account), the User may terminate the contract before the notice period expires. For non-continuous contracts, amendments do not affect rights acquired before their entry into force.

13.2.4.

If amendments introduce new fees or increase existing ones, the Consumer has the right to withdraw from the contract.

13.3.

In matters not regulated herein, Polish law shall apply, in particular the Civil Code, the Act on providing services by electronic means, the Consumer Rights Act and other applicable laws.

15. 14. MODEL WITHDRAWAL FORM

(Annex No. 2 to the Consumer Rights Act)

Model withdrawal form

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

Addressee:

FOTOGRAFIE IWONA PODLASIŃSKA

ul. Gustawa Morcinka 27B

25-421 Kielce, Poland

www.iwonapodlasinska.com

contact@iwonapodlasinska.com

I/We() *hereby inform you of my/our()* withdrawal from the contract of sale of the following goods() / *contract for the supply of the following goods()* / contract for specific work consisting in the manufacture of the following goods() / *for the provision of the following service()*

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

Name of Consumer(s)

Address of Consumer(s)

Signature of Consumer(s) (only if the form is sent in paper form)

Date

(*) Delete as applicable.



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