

Regulations of the Karty Grabowskiego On-line Store

Last update: April 24, 2020

§ 1 General provisions

1. Mateusz Grabowski is an owner and an operator of an on-line store operating at: <https://grabowskimathcards.com>. He also runs a business activity under the name "Karty Grabowskiego Mateusz Grabowski" with its registered office in Poznań, ul. Św. Szczepana 20 a, 61-465 Poznań, Tax ID No. (NIP): 6731886547, Statistical ID No. (REGON): 361172253, entered into the Central Register and Information on Economic Activity kept by the Minister of Development od Poland.
2. The Seller's contact details:
 - a. **postal address:**
Karty Grabowskiego Mateusz Grabowski
ul. Św. Szczepana 20 a
61-465 Poznań, Poland
 - b. **e-mail address:** info@grabowskimathcards.com
 - c. **phone number:** +48 660-692-383, open from Monday to Friday, from 8 am to 4 pm (fee as for a regular telephone call, according to the list of fess of the service provider used by the Client).
3. The Regulations of the Grabowski Math Cards On-line Store are made available free of charge and continuously at the following address: [http:// info@grabowskimathcards.com](http://info@grabowskimathcards.com) in a way that allows the Clients to download them, restore and record.
4. The Regulations define the rules for the sale of the Products by means of distance communication and the provision of services electronically.
5. Information about the Products is provided on the On-line Store website, in particular their descriptions and prices, constitutes an invitation to conclude a contract within the meaning of Article 71 of the Civil Code.

§ 2. Definitions

1. Whenever the following terms are used in these Regulations, they are defined as follows:
 - a. **Client** – a person buying the Product offered for sale in the On-line Store or using the services described in § 3;
 - b. **Educational Facility** – an administrative facility without legal personality, purchasing products offered for sale in the On-line Store on behalf of a public administration institution (i.e. a commune);
 - c. **Consumer** – any Client being an individual who performs acts in law which are not directly connected with his/her economic or professional activity (pursuant to Article 22¹ of the Act of April 23, 1964 – Civil Code (consolidated text: Journal of Laws of 2016, item 380, as amended);
 - d. **Seller** – Mateusz Grabowski running a business under the name "Karty Grabowskiego Mateusz Grabowski", with its registered office in Poznań, ul. Św. Szczepana 20 a, 61-465 Poznań, Tax ID No. (NIP): 673-188-65-47;

- e. **Products** – math cards and other educational games that might be ordered in accordance with these Regulations;
- f. **On-line Store** – an on-line store available at <http://kartygrabowskiego.pl> run by the Seller;
- g. **Regulations** – these regulations that define the rules for the sale of Products and the provision of services by electronic means.

§ 3 Services

1. The Seller provides the following services (hereinafter collectively referred to as the “**Services**”):
 - a. allowing the Clients to view the On-line Store’s offer and place orders for the Products,
 - b. publishing, in the Polish language, a blog called “Play with Mathematics!” (“Baw się matematyką!”) with original games and interesting facts from the world of education at <http://kartygrabowskiego.pl/blog/> (hereinafter referred to as the “**Blog**”);
 - c. informing the Clients, in the Polish language, about facts and events that may be related to the Seller’s business activity (hereinafter referred to as the “**Newsletter**”) via e-mails.
2. The Seller provides the Services free of charge and indefinitely. Both the Client and the Seller have the right to terminate the contract for the provision of any of the Services at any time with immediate effect. The Client may terminate the contract by sending a statement on termination of the contract to the following e-mail address: info@grabowskimathcards.com
3. Complaints about the Services, irregularities or interruptions in operations of the On-line Store, should be sent to the following e-mail address: info@grabowskimathcards.com, or reported by phone at the following telephone number: +48 660-692-383, or sent in writing to the store address indicated in § 1 (2). Complaints should contain a claimant’s full name, his/her mailing address as well as the type and date of an irregularity occurrence. Complaints will be considered by the Seller within no more than 14 days. Complaints about the Product’s defects may be submitted in a manner specified in § 7 of the Regulations.
4. In order to receive the Newsletter, the Clients should enter their email addresses in the Newsletter form available on the website <http://kartygrabowskiego.pl>, click the box next to the consent to the processing of personal data and receiving the Newsletter and click the “Subscribe to the Newsletter” button.

§ 4. Rules for using the Services

1. To use the Services, the Clients need:
 - a. a computer or other multimedia device with internet access,
 - b. a web browser: Mozilla Firefox 38.0 and higher or Internet Explorer 11.0 and higher, Opera 32.0 and higher, Google Chrome 45.0. and higher, Safari 9.0 and higher;
 - c. access to e-mail,
 - d. minimum screen resolution of 800 x 600 pixels,
 - e. enabled option to save cookies and JavaScript in the web browser.
2. The Client is obliged to use the Services according to the law and good practices, with respect for personal rights, copyrights, and intellectual property of the Seller and third parties. The Client is obliged to refrain from any activity that could affect proper operations of the On-line Store, including in particular any interference with its content. The Client is also prohibited from providing illegal content.

§ 5 Purchasing the Products

1. The procedure of for ordering the Products begins with adding the Product to the cart. In order to do it, the Client should go to the site with a description of a given Product and click the “Buy” button or go directly to the “Store” tab, where all Products are available.
2. The ordering procedure is divided into 4 stages:

Stage One – BASKET:

- a. After adding the Product to the cart, the Client chooses one of the options: “Go to Cart” or “Back to the Website”. Having chosen the “Go to Cart” option, the Client goes to the website showing all the Products in their cart, their gross unit price (the “Price” table), the number of Products ordered (the “Number” table), the total gross price of all Products that can be modified (the “Number” table) and the total gross price of all Products ordered (the “Value” table).
- b. On this website, the Client chooses the delivery and payment method.
- c. The delivery methods are as follows: DPD courier.
- d. The Client may pay for the shipment upon delivery, select immediate on-line payment (via PayPal) or independently make a prepayment to the Seller’s bank account.
- e. To continue placing an order, click the “Proceed to Checkout” button.

Stage Two – YOUR DATA:

- a. Having clicked the “Proceed to Checkout” button, the Client goes to the website where they enter their data necessary to conclude a contract for sale of the Products ordered and to perform the delivery service.
- b. The Client may enter comments to an order in the “Comments” field.
- c. In addition to completing the Client’s data and the delivery address, the Client may also tick the “Issue an Invoice” button. Once it is done, a form for entering invoice data will pop up. To continue shopping, it is necessary to: (i) confirm that the Client has read these Regulations and accepts them; (ii) give consent to the processing of personal data for marketing purposes (optional). Click the “Summary” button to proceed.

Stage Two – SUMMARY

- a. Having clicked the “Summary” button, the Client goes to the website with the summary of all information on a given order. At this stage, it is still possible to change the order-related information using the “Edit Data” button. This option is valid until an order is placed with the “Order and Pay” button (on-line payment), or “Order and Pay by Bank Transfer” (prepayment).
- b. As soon as the “Order and Pay” button is clicked (or the “Order and Pay upon Delivery” button or the “Order and Pay by Bank Transfer” button), an order is considered to be placed.
- c. The Client’s approval of an order by using the “Order and Pay” button (or the “Order and Pay upon Delivery” button or the “Order and Pay by Bank Transfer” button) is tantamount to accepting an obligation to pay for the Products and cover the costs of their delivery.

Stage Four – CONFIRMATION:

Having clicked the “Order and Pay” button (or the “Order and Pay by Bank Transfer” button), the Client is redirected to the site confirming that an order has been placed or, if the Client has chosen on-line payment, to the PayPal website to make the payment.

§ 5a Performance of a contract for sale

1. Upon placing an order by the Client, a contract for sale (purchase) of the Products is considered to be concluded between the Client and the Seller as indicated in an order.
2. Once an order is placed, the Seller will confirm the conclusion of the contract for sale of the Products. The confirmation will be sent via e-mail to the Client’s e-mail address provided during the ordering process.
3. If the Client chooses:
 - a. the “Prepayment to the Account” payment method, the Client is obliged to make the payment within 7 days after the day the sale contract was performed;
 - b. the “Immediate payment - PayPal” payment method, the Client is obliged to make the payment immediately after clicking the “Order and Pay” button (or the “Order and Pay upon Delivery” button or the “Order and Pay by Bank Transfer” button);
4. The Seller will send the Products to the Client within the following deadlines:
 - a. within 3 days after the payment for the Products (including delivery costs) was credited to the Seller’s bank account (“Prepayment to the Account”);
 - b. within 2 days after the Client made the payment via Przelewy24 (“Immediate Payment - Przelewy24”) for the Products and covered the costs of delivery;
5. If the Client chooses the “Immediate Payment - PayPal” method, the Seller is entitled to withdraw from the contract should the Client fail to make full payment immediately after clicking the “Order and Pay” button. Such a withdrawal means that the contract concluded between the Client and the Seller is considered void, and thus the Parties are released from an obligation to perform it. The seller has the right to withdraw from the contract on terms set out above within 7 days after it was concluded.
6. If the Client chooses the “Prepayment to the Account” payment method, the Seller is entitled to withdraw from the contract should the Client fail to make a full payment within 7 days after the contract was concluded. Such a withdrawal means that the contract concluded between the Client and the Seller is considered void, and thus the Parties are released from an obligation to perform it. The seller has the right to withdraw from the contract on terms set out above within 14 days after it was concluded.
7. As the Seller does not sell the Products wholesale, it is entitled to set the maximum number of a specific Product that may be covered by one order. Information on the maximum number of a given Product covered by one order will be made available in the On-line Store. If the Clients intend to place an order for more than the maximum number of Products, they should contact the Seller via the following e-mail address: info@grabowskimathcards.com. The Seller shall inform the Client whether it is possible to process an order covering the required number of Products.
8. The provisions of § 5 and 5a also apply to orders placed by the Educational Institutions, provided that such orders may be placed via the “Store for Schools” tab. In case of such orders, an additional payment method is available, namely “14-days Bank Transfer”. If this option is chosen, (i) the Products are delivered within 3 days after the day the contract for sale of Products was concluded; (ii) the Educational Institution is obliged to pay the price and cover the costs of delivery within 14 days after the day the contract for sale of Products was concluded.

§ 6 Product prices and delivery costs

1. Prices of the Products are expressed in Polish zlotys and are gross prices, i.e. they include tax on goods and services (VAT).
2. Prices provided on the On-line Store website describing a given Product do not include the costs of delivery.
3. Products ordered via the On-line Store are delivered in Poland and outside its borders. Products are delivered via Poczta Polska or courier companies cooperating with the Seller.
4. The costs of the Products delivery worldwide are each time provided on the website of the On-line Store when an order is placed. The total amount due popping up when an order is placed includes both the price of the Product to be delivered and the cost of its delivery.
5. A VAT invoice is issued for each Product if the Client chooses such an option when placing an order. The Client accepts the issuing and sending of invoices in electronic form, which is tantamount to resignation from receiving a hard copy invoice. The Client may withdraw consent to receive invoices electronically. For this purpose, the Seller should be contacted.

§ 7 Complaint under statutory warranty

1. The Seller is obliged to deliver the Products to the Client free of physical and legal defects. The Seller is liable to the Consumers for defects in goods on terms specified in the provisions of the Act of April 23, 1964 – Civil Code (uniform text: Journal of Laws of 2016, item 380 as amended), in particular Article 556 and the subsequent articles. If the Products are sold to the Clients who are not Consumers, liability under statutory warranty is excluded pursuant to Article 558 (1) of the Civil Code.
2. The Consumer may file a complaint under statutory warranty:
 - a. in an electronic form by sending an email to the following address: info@grabowskimathcards.com;
 - b. by phone at the following number: + 48 660 692 383;
 - c. in writing, to the Seller's address indicated in § 1 (2) (a).
3. The Consumer who exercises the rights under statutory warranty is obliged to deliver a defective Product at the expense of the Seller to the address indicated in § 1 (2) (a).
4. When filing a complaint about the Product, the Consumer should indicate reasons for the complaint, provide information necessary to identify an order and make a request. If information provided by the Consumer needs to be completed, the Seller will ask the Consumer, before considering the complaint, to complete it.
5. The Seller will respond to the complaint within 14 days after the day it was received. If the Consumer has requested that the Product be replaced or that a defect be removed, or has applied for price reduction specifying the amount by which the price is to be reduced, and the Seller has not responded to this request within 14 days, it is considered that the request was justified. The response to the complaint is provided by the Seller to the Consumer in hard copy or another durable carrier.
6. Pursuant to Article 568 of the Civil Code:
 - a. the Seller is liable under statutory warranty if a physical defect is found within two years from the date of delivery of the Product to the Consumer;

- b. a request for defect removal or replacement of the Product with a defect-free one shall expire within one year after defect was found; however, the limitation period cannot expire within two years after the Product was delivered to the Consumer;
- c. within the deadlines specified above, the Consumer may make a statement on withdrawal from the contract for sale of Products or on price reduction because of the Product defectiveness; if the Consumer requested that the Product be replaced with another one free of defects or that defect be removed, the deadline for making a statement on withdrawal from the contract or on price reduction begins when the deadline for replacing the Product or removing defect expires ineffectively;
- d. if one of the rights under statutory warranty is exercised before a common or an arbitration court, the deadline for exercising other Consumer's rights is suspended until a valid and binding closing of court proceedings; the above provision shall apply *mutatis mutandis* to the mediation proceedings, and the deadline for exercising other warranty rights begins when a court refuses to approve a settlement concluded before a mediator or when the mediation proceedings have failed;
- e. the expiry of deadline for finding defect does not exclude the exercise of rights under statutory warranty if the Seller has fraudulently concealed the defect.

§ 8 Withdrawal from the contract for sale of Products

1. The Client has the right to withdraw from the contract for sale of Products within 14 days without giving any reason.
2. The deadline for withdrawing from the contract expires after 14 days from the day the Consumer has taken the possession of the Product or a third party other than a carrier and an individual indicated by the Consumer has taken the possession of the Product.
3. To exercise the right to withdraw from the contract, the Consumers must inform the Seller (Karty Grabowskiego Mateusz Grabowski, ul. Św. Szczepana 20 a, 61-465 Poznań, phone number: +48 660-692-383, e-mail address: info@grabowskimathcards.com) about their decision to withdraw from the contract by making an unequivocal statement (e.g. a letter sent by post or e-mail).
4. The Consumer may use the withdrawal form attached hereto as Attachment No, 1, but it is not obligatory.
5. To meet the deadline for withdrawing from the contract for sale of Products, the Consumer shall send information on the exercise of the right to withdraw from the contract before this deadline expires.
6. The consequences of withdrawal from the contract are as follows:
 - a. in the event of withdrawal from the contract, the Seller will immediately refund the money received from the Consumer, including the costs of the Product delivery (except for additional costs of delivery method chosen by the Consumer other than the cheapest standard delivery method offered in the On-line Store), and in any case no later than 14 days after the day the Seller was informed about the Consumer's decision to exercise the right to withdraw from the contract;
 - b. the Seller will refund the money using the same payment methods that were used by the Consumer in the original transaction, unless the Consumer expressly agreed to a different solution; in any case, the Consumer will not incur any fees in connection with this refund;
 - c. the Seller may withhold the refund until receipt of the Product or until proof of its return is provided to the Seller, depending on which event occurs first.

7. The Consumer should send back or hand over the Product to the Seller immediately, and in any case not later than 14 days after the day the Consumer informed the Seller about the withdrawal from the contract. The deadline is met if the Consumer sends the Product back within 14 days.
8. The Consumer shall bear the direct costs of returning the Product.
9. The consumer is only responsible for reducing the value of the Product resulting from using it in a different way than was necessary to establish the nature and features of the Product.

§ 9 Personal data

1. Mateusz Grabowski, an individual running a business activity under the name "Karty Grabowskiego Mateusz Grabowski" with its registered office in Poznań, ul. Św. Szczepana 20 a, 61-465 Poznań, acts as the Personal Data Administrator.
2. The Clients' data will be processed by the Seller in order to perform the contract for sale of Products pursuant to Article 6 (1) (b) of the GDPR. The data will be processed by the Seller for this purpose for the duration of the contract, and then they will be stored for the time specified by the provisions of law for legal, tax and archiving purposes pursuant to Article 6 (1) (c) of the GDPR. If the Clients grant a separate, voluntary consent, these data will also be processed for the Seller's marketing purposes (e-mails with the most interesting product offers and promotions offered by the Seller). Data will be processed for marketing purposes until the consent to their processing is withdrawn; they will not be the basis for automated decision-making in relation to the Client, including profiling, for direct marketing purposes.
3. In justified cases, the Clients' personal data may be processed in the legitimate interest of the Seller pursuant to Article 6 (1) (f) of the GDPR, such as taking complaint actions at the request of the Client or pursuing any claims related to the performance of the contract with the Client.
4. The Clients' data may be transferred only to entities entrusted with data processing on the Seller's behalf (subcontractors) as well as to entities whose involvement in creating the Products is necessary for proper performance of the contract or the related additional services. Should this be the case, these entities may also include postal operators, courier companies, banks, and competent public authorities if they are legally authorized to access these data.
5. Providing personal data by the Clients is voluntary but necessary to conclude the contract. Failure to provide such data prevents the conclusion of the contract for sale of Products with the Seller.
6. All Clients have the right to access their data, rectify them, limit their processing, transfer them to another administrator or to permanently delete them, unless the Seller's obligation to store them results from legal provisions or their storage is necessary to protect the Seller's legitimate interests. Voluntary consent to the processing of the Clients' data for marketing purposes may be withdrawn at any time without any negative consequences for the Clients. The consent withdrawal will not affect the performance of the contract for sale of Products, either. Each Client, whose right to privacy has been violated by the Seller, has the right to file a complaint with the President of the Office for Personal Data Protection.

§ 10 Additional information

1. Information on the methods and technical measures for detecting and correcting errors in data is as follows:
 - a. while placing an order, until clicking the "Order and pay" button, the Clients may correct data they provided on their own;

- b. once an order is placed, the Clients may correct data they provided by sending an e-mail to the Seller at the following address: info@grabowskimathcards.com or by calling at the following number: + 48 660 692 383;
 - c. the Clients may change data they provided when opening the Account at any time by using the data update feature available after logging into the Account.
2. Information on the principles and methods of recording, securing, and making the contract available by the Seller is as follows:
 - a. the contract for sale of Product is recorded, secured, and made available by sending an e-mail to the Client after the contract was concluded;
 - b. the contract for sale of Products is additionally recorded and secured in the Seller's ICT system and made available at each request of the Client.
3. The contract for the sales of the Products is concluded only in the Polish language.
4. The Seller reserves that all materials available on the Website (in particular text, graphics, photos, audio-visual materials) are protected under the Act of February 4, 1994 on Copyright and Related Rights (consolidated text: Journal of Laws of 2006, item 631, as amended). The Client has the right to use them only if permitted to do so. Copying, reproducing, distributing them on the Internet and using them illegally is prohibited.

§ 11 Out-of-court methods of handling complaints and pursuing claims

1. Any disputes regarding the Products sold and the Services provided will be settled by common courts. The Client, who is the Consumer, may use the following out-of-court methods of handling complaints and pursuing claims:
 - a. the Consumer may get free legal assistance from the municipal (district) consumer ombudsman or a social organization that is statutorily obliged to protect consumers (including the Consumer Federation, or the Association of Polish Consumers);
 - b. the Consumer is entitled to file to a request to initiate mediation proceedings regarding the amicable settlement of disputes between the Consumer and the Seller with a provincial inspector of the Trade Inspection;
 - c. the Consumer is entitled to file to a request with the Permanent Consumer Arbitration Court operating at the provincial inspectors of the Trade Inspection to settle disputes.
2. Information on how and where to solve disputes amicably is available at the following address: www.uokik.gov.pl in the "Consumers" tab ("[Settlement of consumer dispute](#)")
3. At the address: <https://webgate.ec.europa.eu/odr>, the Consumer has access to the settlement of consumer disputes by electronic means using the EU internet platform (the ODR platform). This is a multilingual, interactive website serving consumers and entrepreneurs seeking out-of-court settlement of disputes arising from the conclusion of a distance contract for sale or contract for the provision of services.

§12 Final provisions

1. In matters not covered by the Regulations, the provisions of Polish law shall apply, including the Act of April 23, 1964 Civil Code (uniform text: Journal of Laws of 2016, item 380, as amended), the Act of August 29, 1997 on the Protection of Personal Data (Journal of Laws of 2016, item 922), the Act of May 30, 2014 on Consumer Rights (Journal of Laws of 2014, item 827, as amended) and the

Act of July 18, 2002 on the Provision of Electronic Services (consolidated text: Journal of Laws of 2016, item 1030, as amended).

2. Despite security measures used by the Seller, the Seller informs that the basic risk each Client must face is the risk of getting their ICT systems infected with computer viruses or malware. To avoid it, it is important that the Clients equip their computers with an anti-virus program that will be updated as soon as new versions of anti-virus software appear on the market. The Seller also informs that particular risks related to the use of electronic services, including the Services described herein, involve hackers, i.e. people trying to break into both the Seller's and the Client's system (e.g. hacking the Seller's website). By accepting these Regulations, the Clients acknowledge that there is no perfect security measure against the above threats and the Seller cannot provide the Clients with full protection against them.
3. The Regulations become valid on April 25, 2020 and apply to orders placed through an on-line form from April 25, 2020.

APPENDIX No. 1

FORM OF WITHDRAWAL FROM THE CONTRACT

(this form should be completed and sent only if the Client wishes to withdraw from the contract)

Addressee: Mateusz Grabowski who runs a business activity under the name "Karty Grabowskiego Mateusz Grabowski", with its registered office in Poznań, ul. Św. Szczepana 20 a, 61-465 Poznań, info@grabowskimathcards.com.

I ,....., hereby inform about withdrawal from the contract for sale of the following items:

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The date of concluding the contract:

Date of receipt:

Full name:

Address:

Date:

Consumer's signature (only if the form is sent in hard copy)