

# Regulations

The online store at [www.onedaymore.pl](http://www.onedaymore.pl) is run by OneDayMore, a limited liability company limited partnership, with its head office in Poznań, at ul. Nieszawska 1, 61-021 Poznań, entered into the register of entrepreneurs of the National Court Register kept by the District Court of Poznań Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register, under the KRS Number: 0000639477, REGON: 365504870 NIP (VAT ID): 7831747627.

## Contact data:

- 1) mailing address: ul. Nieszawska 1, 61-021 Poznań,
- 2) e-mail address: [sklep@onedaymore.pl](mailto:sklep@onedaymore.pl),
- 3) telephone number to Customer Service Office: +48 61 670 40 45, business hours Monday through Friday, 8.00 a.m. to 4.00 p.m. (subject to normal telephone charges as specified in the tariff plan of the User's telephone operator).

## TABLE OF CONTENTS:

1. Definitions
2. General
3. Terms and conditions of using the Store
4. Terms and conditions of placing Orders
5. Registration of User Account
6. Product prices
7. Methods of payment for ordered Products
8. Fulfillment of Orders and manners of delivering ordered Products
9. Termination of the contract, the right to withdraw from the contract
10. Withdrawal from the contract by Consumer-Users
11. Complaint processing procedure
12. Out-of-court ways of processing complaints and claims and rules on access to the procedures
13. Processing and protection of personal data
14. Responsibility
15. Special risks
16. Final provisions

### I. Definitions In these regulations:

1. **Store** means the online store at [onedaymore.pl](http://onedaymore.pl), providing e-commerce services; a detailed list of Products offered and their unit prices are specified at the Store site;
2. **Parties** mean the Seller and the User;
3. **User** means a Consumer, Entrepreneur or any other entity using the services provided as part of the Store's business;
4. **Seller** means OneDayMore, a limited liability company limited partnership, with its head office in Poznań, at ul. Nieszawska 1, 61-021 Poznań, entered into the register of entrepreneurs of the National Court Register kept by the District Court of Poznań Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register, under the KRS Number: 0000639477, REGON: 365504870 NIP (VAT ID): 7831747627;
5. **Entrepreneur** means a natural or legal person or an organizational unit that does not constitute a legal person and is granted legal capacity subject to a separate act and conducting business on its own behalf;
6. **Consumer** means a natural person making, with the entrepreneur, a legal transaction that is not directly related to the person's professional or business activity;
7. **Product** means any product available for sale through the Store;
8. **User Account** means space in the Store's ICT system that is used for storing the information about the User holding the Account and required for use of the services provided by the Store;
9. **Registration** means the User's provision of the User's data and making the acceptances required for opening the Account;
10. **Site** means the online service offered at [onedaymore.pl](http://onedaymore.pl);
11. **(Store) Regulations** mean these regulations;
12. **Site Regulations** mean the regulations of providing e-commerce services as specified in the act on rendering electronic services of 18 July 2002 (Journal of Laws of 2017, item 1219, as amended), posted at the Site;

13. **Privacy Policy** means the document that regulates the rules of processing and protecting the personal data of Site Users, posted at the Site;
14. **Order** means the User's declaration of will, expressed through the Order form, directly aimed at concluding a contract of sale of a Product with the Seller.

## II. General

1. Regulations of the Store set the rules of placing Orders at the online store at [onedaymore.pl](https://onedaymore.pl). The Store is owned and administered by the Seller.
2. The Regulations determine, in particular, the type and scope, as well as the terms and conditions of rendering the e-commerce services by the Seller, the manner of placing Orders for and delivering the Products, Users' rights related to the purchased Products (including the right to withdraw from the concluded contract), and principles and manner of processing claims. These Regulations are subject to the Act on Rendering Electronic Services of 18 July 2002 (consolidated text: Journal of Laws of 2017, item 1219, as amended).
3. Every entity (both the Entrepreneur, and the Consumer) using, in any form, the services offered by the Store is obliged to observe these Regulations and Site Regulations as well as Privacy Policy.
4. By using the services offered by the Store, the User accepts the contents of the Regulations, Site Regulations, and Privacy Policy and undertakes to observe their provisions. In the case of opening an Account and placing an Order without registering an Account, the User's statement on having read the contents of the Regulations, Site Regulations, and Privacy Policy, and their acceptance is required for registering the Account and placing the Order.

## III. Terms and conditions of using the Store

1. The Seller renders the services for Users on the terms and conditions and in the scope specified in the Regulations, Site Regulations, and Privacy Policy, as well as in the placed Order.
2. By using the Store, the User is obliged to:
  - a. use the Store in the way that is compliant with the regulations in force and provisions of the Regulations, consistently with the nature of the Store's business;
  - b. use the Store in a decent manner and with respect to personal rights of other parties;
  - c. not provide and not pass on unlawful contents;
  - d. use the Store in a manner that does not disturb its operation;
  - e. use any content provided by the Store for personal purposes only;
  - f. refrain from sending or loading to the Store unsolicited commercial information (spam).
3. User is solely responsible for the data and contents the User publishes at the Store site.
4. The Store is used through an ICT system that processes, stores, receives and sends data via telecommunication networks as specified in the Act on Rendering Electronic Services of 18 July 2002 (consolidated text: Journal of Laws 2017, item 1219, as amended).
5. Use of the Store, including browsing the Store's offer and placing Orders requires meeting the following minimum technical requirements:
  - a. having a computer or other multimedia device with Internet access;
  - b. Internet connection;
  - c. having a current version of a web browser:
    - Chrome,
    - Firefox,
    - Internet Explorer,
    - Opera,
    - Microsoft Edge,
    - Safari,
    - the recommended browser is Google Chrome, v55 or newer with JavaScript support enabled,
  - d. having a valid e-mail account;
  - e. the recommended screen resolution is 1366 x 768 px.

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## IV. Terms and conditions of placing Orders

1. User can purchase Products from the Store's offer by placing Orders. Orders can be placed at the Store twenty four hours a day, seven days a week, but they will be fulfilled on business days (Monday through Friday, 7.00 a.m. to 2.00 p.m.).
2. The Order placement procedure requires Users to read the Regulations, Site Regulations, and Privacy Policy and to accept them. User confirms acceptance by checking a relevant box

- before finalizing the Order. The User's failure to accept the Regulations and the documents during the Order placement procedure precludes purchasing Products through the Store.
3. Other Order placement prerequisites are: providing the User's personal data specified in the Order form as mandatory for fulfilment and processing of the Order placed at the Store. Providing the personal data marked as mandatory is voluntary but necessary for placing Orders. Providing the personal data not marked as mandatory is voluntary and not necessary for placing Orders.
  4. User can place Orders for Products and purchase them through the Store:
    - a. after prior or concurrent registration of the User by opening a User Account at [onedaymore.pl](https://onedaymore.pl) site;
    - b. without registering at [onedaymore.pl](https://onedaymore.pl) site.
  5. Users that have already registered by opening a User Account at [onedaymore.pl](https://onedaymore.pl) site are obliged to protect access to their Accounts, especially confidentiality of the password. The Registration procedure and conditions are specified under point V of the Regulations.
  6. Users placing orders and making purchases of the Products through the Store without registering a User Account should follow instructions displayed at the Store site during Order placement.
  7. Orders for Products offered under the Store's business are placed by:
    - a. in the case of Users who registered by opening a User Account:
      - selecting "Login / Register" and logging in by entering the login and User password;
      - selecting a Product or Products from the Store's offer and clicking "Add to Cart" button;
      - entering the amount of ordered Products, separately for each Product in the Cart;
      - selecting the manner of delivery;
      - reviewing and confirming or changing the personal data entered during Account Registration;
      - accepting provisions of the Regulations, Site Regulations, and Privacy policy by checking a relevant box;
      - clicking "Order and Pay" button;
      - selecting the payment method;
    - b. in the case of Users making purchases without Registration at the Store site:
      - selecting a Product or Products from the Store's offer and clicking "Add to Cart" button;
      - entering the amount of Products to be ordered, separately for each Product in the Cart;
      - selecting the manner of delivery;
      - filling the Order form by entering User data, such as: name and surname, e-mail address, mailing address / delivery address, telephone number, and in the case of Users that are Entrepreneurs, name of the company and VAT ID (providing the personal data marked as mandatory is voluntary but necessary for placing the Order; providing the information not marked as mandatory is voluntary and not required for placing and fulfilling the Order);
      - accepting provisions of the Regulations, Site Regulations, and Privacy policy by checking a relevant box;
      - clicking "Order and Pay" button;
      - selecting the payment method.
  8. Information about the total value of the Order, including Product prices and cost of delivery, is always displayed at the Store site during the Order placement process, including directly before confirming and placing the Order by the User and after finalizing it. That is the total cost the User is obliged to pay, including due taxes and cost of Product delivery. During the Order placement procedure, before "Order and Pay" button is pressed, the User can modify the Order, especially in terms of Product selection, quantities, and the delivery method. To modify the order selection, click "Back to Order" button displayed at the Store site during the Order selection procedure.
  9. The Order is placed when the user clicks "Order and Pay" button. Placing the Order by the User means making the Seller an offer of concluding a contract of sale of the Products covered by the Order.

10. After placing the Order by the User and selecting the manner of payment followed by recording of the payment by Tpay system, the Tpay payment system operator automatically generates an e-mail confirming reception of the payment by the Seller and immediately sends the message to the User's e-mail address entered in the Order form or specified for the User Account (if the Order is placed using a User Account). The message is not confirmation of accepting the Order. Afterwards, an e-mail confirming reception of the Order and payment by the Seller is sent from [zamowienia@onedaymore.pl](mailto:zamowienia@onedaymore.pl) to the e-mail address specified in the previous sentence. Address [zamowienia@onedaymore.pl](mailto:zamowienia@onedaymore.pl) is used for automatic generation of e-mails to Users and not for communication with the Seller.
11. The Order lead time commences when the payment on the Order is received by Tpay payment operator and Tpay notifies the Seller about it. Any changes of the Order status are communicated to the User by an e-mail sent to the address provided by the User. Notwithstanding the above, any changes of the Order status can be reviewed by the User after logging into the Account.
12. The Order lead time is up to 14 business days. The Order lead time includes the time for picking and delivery by DHL or Poczta Polska, or personal pickup at Poczta Polska office or InPost parcelstation.
13. Pictures of the Products offered by the Store are for informative and presentation purposes only.

#### **V. Registration of User Account**

1. The Seller provides electronic services that let Users open User Accounts at the Store site at [onedaymore.pl](http://onedaymore.pl) and use it.
2. Registration of User Accounts at the Store is voluntary and free of charge.
3. Users can browse the Store offer and place Orders without registering a User Account. A User that has registered a User Account at the Store can additionally: browse Order history, follow Order status, and save his / her address data.
4. User Accounts are registered under "Login / Register" tab of the Store site at [onedaymore.pl](http://onedaymore.pl). A User Account can also be registered when placing an Order through the Store.
5. To register a User Account at the Store, a User must select a login and a protective password consisting of at least 5 characters.
6. User Accounts are opened by proper completion of the registration form available at the Store site and providing the following data:
  - a. e-mail address;
  - b. name and surname of the User;
  - c. telephone number;
  - d. mailing address;
  - e. name of the Entrepreneur-User and the VAT ID (NIP number).
7. To register a User Account, a User must read the Regulations, Site Regulations, and Privacy Policy, and accept them by checking the checkbox at the bottom of the registration form.
8. After completion of the registration form, "Register" button must be selected. Then, the Seller sends a message confirming opening of a User Account to the e-mail address entered by the User in the Registration form.
9. After registering a User Account Users can log into the Store by entering the login and password selected during registration.
10. Registering an Account means concluding a contract of providing services, namely managing and operating the Account.

#### **VI. Product Prices**

1. Prices of the Products offered by the Store are stated in Polish zloty and are gross prices, i.e. including taxes, such as the value added tax (VAT).
2. The Product Prices stated at the Store site do not include Product shipping cost. Cost of shipping of the Products to be ordered is always specified at the Store site when placing the Order, including directly before confirming and placing the Order by the User and after finalizing it. The cost is included in the total value of the Order. Therefore, the total value of the Order includes the price of the Product and its shipping.
3. Information about the Product's price, features, and other relevant attributes are available at the Store site next to the presented Product.
4. The price that is binding is the amount stated in the "Cart", in the Order summary, at the time of placing the Order by the user through the Store.
5. Promotions (discount codes, price discounts under promotion campaigns, etc.) and the resultant discounts apply only to products offered at regular prices and cannot be combined

with other promotions or reductions (seasonal, special, etc.) offered by the Store at that time. If the product selected by the Customer is available at two different prices, the Customer is always entitled to the lowest current price offered for the product.

#### **VII. Methods of payment for ordered Products**

1. When placing Orders, Users can select the following methods of payment, processed by online payment operators Tpay.com, Przelewy24, and PayPal, for the Products and cost of their shipment:
  - a. e-transfer;
  - b. debit card payment (Visa, MasterCard);
  - c. BLIK;
  - d. bank transfer in e-banking.
2. After making the payment the Seller issues a VAT invoice confirming fulfillment of the Service or a receipt (as selected by the User). In the first case the User provides the data required for the invoice, i.e. business name, address, VAT ID.
3. If a User selects invoice as the manner of confirming the Order's fulfillment, placing the Order by the User and acceptance of the Regulations mean the User's consent to receive the following by e-mail: VAT invoice, pro-forma invoice, correction invoice, and, if needed, copies of the invoices. Therefore, the User acknowledges and accepts by placing the Order that hard copies of VAT invoices will not be issued and sent by the Seller.

#### **VIII. Fulfillment of Orders and manners of delivering ordered Products**

1. Ordered Products are delivered to the territories of the Republic of Poland, Slovakia, and the Czech Republic.
2. Product are delivered as selected by the User when placing the Order in the following way:
  - a. through DHL, to the address specified by the User;
  - b. through DHL, to be picked up in a selected DHL Parcelshop;
  - c. through InPost parcelstation system operated by InPost Paczkomaty Sp. z o.o. with its head office in Kraków; in this case the ordered Products will be delivered to the InPost parcelstation selected by the User in the Order;
  - d. through Poczta Polska S.A. with its registered seat in Warsaw, to the address specified by the User;
  - e. through Poczta Polska S.A. with its registered seat in Warsaw, to be picked up in a selected office of Poczta Polska;
  - f. through DPD courier mail operator, to the address selected by the User in the territories of the Czech Republic or Slovakia.
3. Delivery of Products ordered through the Store to the place specified by the User when placing the Order is paid. The cost of delivering the Product is specified at the Store site, "Shipment and Delivery" tab.
4. The cost of delivering the ordered Products is borne by:
  - a. the User, when the total price of Products ordered is not higher than PLN 100.00 or when the User's address is in the territories of the Czech Republic or Slovakia;
  - b. the Seller, when the total price of Products ordered is higher than PLN 100.00, through: Poczta Polska Kurier48, Poczta Polska Kurier48 (pickup at a branch), DHL Kurier or DHL PARCELSHOP (pickup at a branch). \*Order value excluding cost of shipment.
5. The cost of delivering the Ordered Products can change pursuant to Promotion terms and conditions posted at the Store site. The Seller reserves the right to update the cost of delivery posted at the Store site. The cost of delivery in the Order placed by the User before the changes remain binding for the User.
6. The User will receive an e-mail message informing of handing the Product over for shipment.

#### **IX. Termination of the contract, right to withdraw from the contract**

1. The Seller has the right to discontinue providing the Services to Non-Consumer-Users at any time without stating the reason. In the case of Consumer-Users the Seller can exercise the above right only in the case of gross violation of the Regulations by the User.
2. A User registered at the Store site can terminate the contract for Account management by sending a relevant e-mail message to: sklep@onedaymore.pl. The User will receive an e-mail message confirming removal of the Account from the Store site.
3. The Seller has the right to change the scope of the services provided and Products offered, including their prices, provided that the Orders placed by Users before publishing the changes at the Store site are fulfilled at previously binding conditions.

#### **X. Withdrawing from the contract by Consumer-Users**

1. Within 14 days following delivery of the ordered Products a Consumer-User can withdraw from the contract without stating any reason, nor covering any cost except for the cost specified under 8 and 9 below.
2. The time limit for withdrawing from the contract is 14 days following the day the Consumer-User comes into possession of the item, or the day the third party specified by the Consumer-User other than the courier company comes into possession of the item.
3. To execute the right to withdraw from the contract, the Seller should be notified about the intent by submitting an unambiguous statement of the decision to withdraw from the contract and send it to the following address: **Nieszawska 1, 61-021 Poznań** or by e-mail to: **sklep@onedaymore.pl**. The contract withdrawal statement can be submitted using the contract withdrawal form attached to these Regulations as Appendix 1 and available at [www.onedaymore.pl/zwroty-i-reklamacje](http://www.onedaymore.pl/zwroty-i-reklamacje), although that is not mandatory.
4. A Consumer-User is obliged to append the contract withdrawal statement, a proof of purchase, and the bank account number or residence address for refund of the Product purchase price money.
5. To keep the time limit specified for withdrawal from the contract, send the information about exercising the right to withdraw from the contract before the contract withdrawal time expires.
6. When withdrawing from the contract, a Consumer-User is obliged to return the Products to the Seller immediately, but not later than 14 days following the date the Consumer-User informs the Seller about withdrawing from the contract. To keep the time limit, a Consumer has to send the Products within the 14 days to the following address: **Nieszawska 1, 61-021 Poznań**, marked: "Return".
7. A Consumer-User is obliged to cover direct cost of return of the Product.
8. If a Consumer-User selected the manner of delivering the Products other than the least expensive way offered by the Seller, the Seller is not obliged to refund the Consumer-User's additional cost.
9. If the contract is withdrawn from, the Seller will, within 14 days following the day the Seller receives the contract withdrawal statement from the Consumer-User, refund the User all the payments received from the User, including cost of delivery of the Products, except additional cost resultant from selecting by the Consumer-User a method of delivery other than the least expensive, standard delivery method offered by the Seller.
10. The payments will be returned by the Seller using the payment methods the Consumer-User used, unless the Consumer-User explicitly approved a different way of refund that does not impose any cost on the User.
11. The Seller can hold the return of payments received from the Consumer-User until the Products are returned or the User provides proof of sending the Products back, whichever comes first.
12. Consumer is responsible for the value deduction of the Products in result of using them in the manner different than necessary to establish the nature, features and functioning of the Products.
13. Goods returned should be properly secured for transport, not bear any signs of use, nor be damaged.
14. The right to withdraw from the contract does not apply to Consumers in the case of the following contracts:
  - a. contract of providing services if the entrepreneur completely performed the service at explicit approval of the Consumer being previously informed that after performance of the service the entrepreneur will lose the right to withdraw from the contract;
  - b. for items not fabricated but produced according to the Consumer's specification or aimed at meeting the Consumer's individual needs;
  - c. for perishable items or items with short expiry dates;
  - d. for items delivered in sealed packaging that cannot be returned after opening for healthcare or hygienic reasons if the packaging has been opened after delivery;
  - e. for items that, due to their nature, become inseparably connected to other items after delivery.

#### **XI. Complaint processing procedure**

1. The Seller is obliged to deliver to the User Products that have no physical or legal defects. The Seller is liable to the User for Product defects as specified in the Act dated 23 April 1964, the Civil Code (consolidated text: Journal of Laws 2017, item 459, as amended), especially article 556 and following articles of the Civil Code. In case of a missing Product or finding a defect in a delivered Product, to instigate the complaint procedure the User should send the

complaint by registered mail to ul. Nieszawska 1, 61-021 Poznań, marked as "Return", by e-mail to [sklep@onedaymore.pl](mailto:sklep@onedaymore.pl), or through the e-complaint form available at [onedaymore.pl/zwroty-i-reklamacje](https://onedaymore.pl/zwroty-i-reklamacje).

2. It is advised to provide the following information in the complaint: name and surname, and in the case of Users who are entrepreneurs also the business name and mailing address, e-mail address for sending the complaint reply to, if the User requests a reply to the complaint to be e-mailed, date of purchasing the Product, Order number, type of the faulty Product, batch number of the faulty Product (shown at the bottom of the packaging), detailed description of the defect and date of finding it, the User's claim, and the User's preferred manner of notification about the complaint processing outcome. The complaint send to the Seller should be appended with the proof of the Product's purchase. That could be a copy of the receipt or invoice, card payment printout or another proof. The above content of the complaint is only exemplary and the User does not have to follow it. Using content different than the recommended does not affect effectiveness of the complaint.
3. It is also advised to append the complaint with pictures of the faulty products to expedite processing of the complaint. If it is required for proper processing of the complaint, the User is obliged to send the faulty Products to the Seller's address. If a complaint filed by a Consumer-Users is found justified, the cost of returning the defective Products to the Seller's address and delivering defect-free Products (if the Products are replaced) are covered by the Seller.
4. In the case of Non-Consumer-Users complaints cannot be filed for defects and non-compliances related to fulfillment of the Orders resultant from reasons beyond the Seller's control, especially from:
  - a. breaching these Regulations;
  - b. the User's disclosure of the login or password to the Account to any third parties;
  - c. improper functioning of the web browser, telecommunication connections, improper configuration of the equipment or software at the User's computer;
  - d. problems with the User's receipt of the e-mail confirming completion of the transaction caused by factors beyond the Seller's control;
  - e. the User's non-compliance with the user manual attached to the Product.
5. Consumer-Users have the right to complaint if the Products delivered as part of the service have physical or legal defects (statutory warranty). A physical defect is the sold item's (Product's) non-compliance with the contract.
6. Complaints can be made:
  - a. by Consumer-Users: in the time limits and on conditions specified under articles 556 through 576 of the Civil Code, in the scope the regulations apply to statutory warranties of sales to Consumers;
  - b. by Non-Consumer-Users: within 14 days following the date of receiving the Products.
7. The Seller will process the complaint and reply within 14 days following the date the complaint is submitted. The User will be notified of the complaint processing outcome as specified in the complaint.
8. If a complaint has flaws, the Seller will request the User to supplement it, using the address data specified in the complaint. The time limit specified under 7 above commences on the day the complete complaint is delivered to the Seller.
9. If a complaint is considered justified, the User is entitled to:
  - a. Consumer-Users: the right to:
    - request removal of the defect;
    - replacement of the defective Products with Products that are free of defects;
    - submitting a statement of reducing the price or withdrawal from the contract, unless the Seller immediately and with no excessive inconvenience to the User replaces the defective Product with a defect-free Product or removes the defect. The limitation does not apply if the item has already been replaced by the Seller or the Seller has met the obligation to replace the product with a defect-free product or remove the defect. A Consumer-User can request the Seller to replace the defective product with a defect-free product instead of the User's proposal to repair the defect, or to repair the defect instead of the User's proposal to replace the product, unless the manner of making the product compliant with the contract requested by the Consumer is not possible or would involve cost that is excessive compared to the way proposed by the Seller. A Consumer-User cannot withdraw from the contract if the defect is irrelevant;

- b. Non-Consumer-Users: the User can request only replacement of the Product with a defect-free Product or repair the reported non-compliance. Non-Consumer-Users are not entitled to withdraw from the contract of sale of the Products and request refund of the purchase price.
10. In the case of Non-Consumer-Users the Seller's liability on fulfilling the Order is limited to the value of the Products' purchase price.

## **XII. Out-of-court ways of processing complaints and claims and rules on access to the procedures**

1. Detailed information on out-of-court ways of processing complaints and claims as well as rules on access to the procedures are available at head offices and websites of municipal consumer advocates, social organizations whose statutory tasks include consumer protection, regional offices of Trade Inspection and at the following sites of the Office for Competition and Consumer Protection:  
[uokik.gov.pl/spory\\_konsumentckie.php](http://uokik.gov.pl/spory_konsumentckie.php), [https://uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumentckich.php](https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumentckich.php), [www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php), [www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php).
2. A Consumer-User can get free legal assistance in resolving disputes between the Consumer and the Seller using also local consumer advocates or social organizations whose statutory tasks include consumer protection (such as the Consumers' Association, the Association of Polish Consumers).
3. Consumer-Users have such possibilities of out-of-court resolution of resolving complaints and claims as:
  - a. application to the Consumer Arbitration Court as specified in Art. 37 of the Trade Inspection Act of 15 December 2000 (consolidated text: Journal of Laws 2017, item 1063) for resolution of the dispute resultant from the concluded contract;
  - b. application to the Regional Inspector of Trade Inspection, as specified in Art. 36 of the Trade Inspection Act of 15 December 2000 (consolidated text: Journal of Laws 2017, item, 1063) for instigating arbitration proceedings for amiable resolution of the dispute between the Consumer-User and the Seller.
4. The Trade Inspection is the body authorized to hold out-of-court proceedings for resolution of consumer disputes. The Trade Inspection's tasks related to out-of-court proceedings for resolution of consumer disputes and organization and running of permanent arbitration courts are performed by relevant Regional Inspectors. The list of all the Regional Inspectors of the Trade Inspection and Permanent Arbitration Courts, including their web sites, is available at the website of the Office for Competition and Consumer Protection at [uokik.gov.pl/wazne\\_adresy.php](http://uokik.gov.pl/wazne_adresy.php).
5. Users can use the online platform for consumer dispute resolution (ODR platform), as specified in the Regulation of the European Parliament and Council (EU) No. 524/2013 of 21 May 2013 on the system for online resolution of consumer disputes and change of the regulation (EC) No. 2006/2004 and the Directive 2009/22/EC (regulation on ODR).
6. The European ODR platform is to facilitate the impartial, transparent, effective, and fair out-of-court online resolution of disputes between consumers and traders linked to obligations from online contracts of sale or contracts for services concluded by residents of the European Union and traders with registered seats in the European Union. The link to the ODR platform can be found at <https://ec.europa.eu/consumers/odr>.
7. The out-of-court procedures of processing complaints and claims can be used after completion of the complaint procedure, and is voluntary, i.e. both parties have to agree use of the procedure. The Seller will approve use of the procedure of out-of-court resolution of disputes with Consumers or will reject it on a case-by-case basis.

## **XIII. Processing and protection of personal data**

1. Detailed rules and conditions of processing Users' personal data are specified in the Privacy Policy available at [onedaymore.pl](http://onedaymore.pl) site.

## **XIV. Responsibility**

1. The User acknowledges that, due to the technical configuration of the equipment the User uses for browsing the Store site, certain features of the Store can be unavailable.
2. The Seller reserves the right to temporarily suspend the Store's operation at any time for its maintenance, update, or technical improvement of the equipment, or extending the Store's offer and the Seller shall communicate it in advance with relevant announcements posted at the Store site.



3. The Seller shall not be liable for the course and effectiveness of the transactions made through Tpay online payment service.

#### **XV. Special risks**

1. The User acknowledges that due to the Store's performance of services online and the nature of Internet there is a risk of getting and modifying User data by unauthorized persons.
2. The Seller is obliged to exercise due diligence and use technical means that prevent getting and modifying User data by unauthorized persons.
3. Users shall exercise due diligence in using the access data to User Accounts (logins and passwords), including but not limited to not disclosing the data to unauthorized persons.
4. It is assumed that any factual or legal action performed using the User's individual access data (login and password) is treated as performed personally by the User or persons authorized to do so on behalf of and for the User.

#### **XVI. Final provisions**

1. These Regulations, Privacy Policy, and Site Regulations are made available to Users through the Store site free of charge. The documents specified in the above sentence are made available in the form suitable for downloading, saving, storing, playing, and printing. Any person can read the contents of these Regulations, Privacy Policy, and Store Regulations before concluding the contract for providing the services through the Store site.
2. The Regulations come in force after publishing at [www.onedaymore.pl](http://www.onedaymore.pl).
3. The Seller reserves the right to make changes to these Regulations subject to the time limit and conditions of the notice specified below. Changes to the Regulations can regard, among others, extending the Store's functionality, its functions available to Users, and other provisions of the Regulations and appendices.
4. The Seller will communicate to Users entering any changes to the Regulations by posting a relevant announcement at the Store site.
5. The changed Regulations come in force after publishing, or as the Seller specifies in the changed Regulations, but not sooner than in 14 days. The above does not apply to changes of technical nature if the changes do not deteriorate Users' situation. The technical changes specified in the previous sentence come in force the day they are published at the Store site or at any other day specified by the Seller. Changes to the Regulations or appendices to the Regulations resultant from generally applicable regulations come in force when such regulations come in force.
6. If any provision of the Regulations is considered invalid, other provisions hereof remain valid and binding.
7. Matters not specified herein are subject to provisions of Polish law, including but not limited to the Act of 23 April 1964 on Civil Code (consolidated text: Journal of Laws 2017, item 459, as amended), and in the case of Consumer-Users, also the regulations of the Act of 30 May 2014 on consumer rights (consolidated text: Journal of Laws 2017, item 683, as amended).
8. The following documents are integral parts hereof: Privacy Policy and Site Regulations. Acceptance of these Regulations means acceptance of the documents being integral parts hereof.