

## STORE REGULATIONS

### §1 Definitions

1. **Store** – the online store available at <https://businesshearabway.com> and its subpages, through which the Buyer may place an Order.
2. **Seller** – Agnieszka Klimczak, conducting business activity under the name “Iddeni by Agnieszka Klimczak” with its registered office in Gdansk, ul. Jelitkowski Dwor 11c/21, 80-365 Gdansk, POLAND NIP: 5842228321, REGON: 363050034, registered and listed in the Central Polish Register and Information on Economic Activity, holding the status of entrepreneur.
3. **Online trading platform provider** – Agnieszka Klimczak, conducting business activity under the name “Iddeni by Agnieszka Klimczak” with its registered office in Gdansk, ul. Jelitkowski Dwor 11c/21, 80-365 Gdansk, POLAND NIP: 5842228321, REGON: 363050034, registered and listed in the Central Polish Register and Information on Economic Activity, holding the status of entrepreneur, which operates the online trading platform, namely the Store, and provides Buyers with access to this platform or enables the use of it.
4. **Buyer** – a natural person who has reached the age of 18 and has full legal capacity, a legal person or an organizational unit without legal personality, which the law grants legal capacity, placing an Order via the Store or using the Store’s functionalities.
5. **Consumer** – a natural person concluding a Contract with the Seller not directly related to their business or professional activity.
6. **Contract** – a contract for the sale of a Product/supply of Digital Content/provision of Digital Services, concluded between the Seller and the Buyer at a distance, within an organized system for concluding remote contracts, without the simultaneous physical presence of the parties, with exclusive use of one or more means of distance communication until the conclusion of the Contract.
7. **Product** – the minimum and indivisible quantity of goods that may be the subject of an Order, as indicated in the Store as the unit of measure when determining its price (price/unit).
8. **Goods** – a category of Products, meaning a movable item.
9. **Goods with digital elements** – a category of Products, meaning Goods containing digital content or a digital service, or connected in such a way that the

lack of digital content or a digital service would prevent them from functioning properly.

10. **Digital Content** – a category of Products, meaning data produced and delivered in digital form, in particular e-books.
11. **Digital Service** – a category of Products, meaning a service allowing Buyers to:
  - a) produce, process, store or access data in digital form,
  - b) share data in digital form transmitted or generated by the Buyer or other users of this service,
  - c) other forms of interaction using data in digital form.
12. **Product Card** – an individual Store subpage containing information about a given Product.
13. **Shopping Cart** – a list of Products compiled from those offered in the Store, based on the Buyer's choices.
14. **Account** – assigned to a given Buyer, allowing the Buyer to perform specific actions within the Store, activated for the Buyer to enable the use of the Store. The Account is linked to the Buyer's name and surname and email address provided during registration.
15. **Order** – the Buyer's declaration of will placed via the Store, clearly specifying: the type and quantity of Products; type of Delivery; type of Payment; place of delivery, Buyer's data, directly aiming at the conclusion of the Contract between the Buyer and the Seller.
16. **System** – a set of cooperating IT devices and software that ensure processing, storing, as well as sending and receiving data via telecommunication networks, using the appropriate type of end device for the given telecommunication network, within the meaning of the Telecommunications Law of July 16, 2004, commonly referred to as the Internet.
17. **Privacy Policy** – the rules for processing Buyers' personal data by the Seller, the Buyers' rights and the Seller's obligations, available at: [businesshearabway.com/images/privacy-policy](https://businesshearabway.com/images/privacy-policy).
18. **Civil Code** – the Polish Civil Code Act of April 23, 1964, with subsequent amendments.
19. **Consumer Rights Act** – the Polish Consumer Rights Act of May 30, 2014, with subsequent amendments.

20. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation).

21. **Statutes and legal acts** - provisions of Polish law in force in Republic of Poland

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## §2 General Terms and Conditions

1. This Terms and Conditions document specifies in particular: the types and scope of services provided by the Seller; the conditions for providing services electronically, including the technical requirements necessary for cooperation with the system used by the Seller; the terms of concluding and terminating contracts for the provision of electronic services; and the complaint procedure.
2. The Terms and Conditions are available at the following internet address: <https://businesshearabway.com/images/store-regulations.pdf> .
3. These Regulations define in particular: the types and scope of services provided by the Seller, the conditions for the provision of electronic services, including: the technical requirements necessary for cooperation with the System used by the Seller, the conditions for concluding and terminating contracts for the provision of electronic services; complaint handling procedures.

The Regulations are available at <https://businesshearabway.com/images/store-regulations.pdf>. in a manner that allows them to be obtained, reproduced, and stored by printing or saving on a medium at any time. These Regulations are an integral part of the Contract concluded with the Buyer. The condition for concluding the Contract is the Buyer's acceptance of these Regulations and the Privacy Policy during the Order process, by checking the appropriate box in the form. Failure to accept the Regulations and confirm acceptance of the Privacy Policy makes it impossible to make a purchase and place an Order in the Store.

4. Seller's contact details enabling the Buyer to contact the Seller:
  - 1) postal address: ul. Jelitkowski Dwor 11c/21, 80-365 Gdansk, Poland
  - 2) telephone number: +48 505 239 865;
  - 3) email address: [contact@businessinhearabway.com](mailto:contact@businessinhearabway.com).

The Buyer may communicate with the Seller by post, telephone, or email.

5. The Contract is concluded in Polish, in accordance with Polish law and these Regulations.
6. For Goods (physical products), the place of delivery must be located within the territory of the Republic of Poland.
7. All prices provided by the Seller are in Polish currency and are gross prices (including VAT). Product prices do not include delivery costs, which are specified in the delivery price list available at <https://businesssthearabway.com/images/store-regulations.pdf>.
8. The information about Products provided in the Store, in particular their descriptions, technical and functional parameters, and prices, constitutes an invitation to conclude a Contract within the meaning of Article 71 of the Civil Code.
9. Whenever information is provided about a reduction in the Product's price, alongside the reduced price the Seller also displays information about the lowest price of that Product that applied during the 30 days prior to the reduction. If a Product has been offered for sale for less than 30 days, alongside the reduced price the Seller also displays information about the lowest price of that Product that applied from the date it was first offered for sale until the date of the reduction. In the case of Products that are perishable or have a short shelf life, alongside the reduced price the price prior to the first reduction is displayed, provided that the timeframes referred to in the first and second sentences do not apply.
10. Invoices/receipts will be delivered electronically, to which the Buyer consents.
11. If a warranty is granted for a given Product, the Seller informs about the existence and content of any warranties known to them, granted by third parties, and the manner of their execution.
12. The Seller does not charge any fees for communication using distance communication means, and the Buyer shall bear the costs resulting from the contract concluded with a third party service provider enabling the communication.
13. The Seller adheres to the code of good practices, i.e., a set of rules of conduct, in particular ethical and professional standards, of entrepreneurs who have undertaken to observe them in relation to one or more market practices. The code of good practices is available at: [kodeksdobrychpraktyk.pl](http://kodeksdobrychpraktyk.pl)

14. The Seller hereby informs that they ensure that published Product reviews come from Consumers who have used or purchased the Product, through <https://businesshearabway.com>

15. All provisions of the Regulations regarding the Consumer in terms of:

- unfair contract terms,
- the right to withdraw from a distance contract,
- contracts obliging the transfer of ownership of Goods to the Consumer,
- contracts for the supply of digital content or digital services,
- services provided electronically,

– also apply to a natural person concluding a Contract directly related to their business activity, where it follows from the content of that Contract that it does not have a professional character for that person, particularly resulting from the subject of the business activity made available under the Central Register and Information on Economic Activity in Republic of Poland.

16. Online trading platform provider informs:

- 1) that the Seller holds the status of entrepreneur;
- 2) about the division of responsibilities related to the Contract between the Seller offering Goods, services, or digital content and the online trading platform provider: the online trading platform provider is not a party to the Contract (the contract of sale of the Product/supply of Digital Content/provision of Digital Services in Republic of Poland, concluded between the Seller and the Buyer) and does not guarantee that the Seller and Buyer are entitled to conclude and perform the Contract. The provider is not liable for the conformity of the Goods with the Contract or the conformity of the Digital Content or Digital Service with the Contract, for compliance with Consumer rights (or the rights of a natural person who concluded a contract directly related to their business activity, where it follows from the content that it does not have a professional character, in particular resulting from the subject of the activity disclosed in the Central Register and Information on Economic Activity), for the safety or legality of Products sold within the Store, or for the truthfulness and reliability of the information and other content provided in the Store. Under a separate agreement and upon the Order placed by the Buyer, the Seller may commission the online trading platform provider to deliver ordered Goods to Buyers.

17. The Seller informs Buyers about specific risks related to the use of the electronic services provided by the Seller. Potential risks include: the possibility of receiving spam; the presence and operation of malware, including computer viruses; the presence and operation of internet worms capable of self-replication; the possibility of spyware, i.e., software spying on the user's activity on the Internet, installing without their knowledge, consent, and control; the risk of being exposed to cracking or phishing (password theft), piracy, sniffing – unauthorized interception, the possibility of illegal devices being introduced by other users of the IT system and/or the telecommunications network enabling unauthorized access to services subject to protection within the meaning of Directive 98/84/EC; cryptanalysis activities, i.e., finding weaknesses in a cryptographic system and thus breaking or bypassing it.
18. To minimize the risks specified above, the Buyer should equip their computer and other electronic devices used for the electronic service with antivirus software and a firewall. The Seller informs Buyers about the function and purpose of software or data not being a component of the service content, introduced by the Seller into the Buyer's IT system. Information about the function and purpose of such software or data is included in the Privacy Policy available at <https://businesshearabway.com/images/privacy-policy.pdf>

### **§3 Products**

#### **Functionality of E-books and Goods with Digital Elements and Their Protection Measures**

##### **Compatibility and Interoperability of E-books and Goods with Digital Elements**

1. The Seller offers for sale the Products available in the Store, each of which is presented in the current assortment on the Store's website.  
These may include:

- Physical products (including Goods with digital elements),
- E-books,
- Audiobooks,
- Courses/trainings

Detailed rules, including the types and scope of services provided by the Seller, the conditions for providing services electronically, including: the technical requirements necessary for cooperation with the system used by the Seller, the functionality of digital content or digital services and the technical protection measures applied; the

relevant compatibility and interoperability of digital content or digital services - with respect to the Products listed in items above - are governed respectively by:

- 1) The **Streaming Platform Terms of Use** – with regard to an Audiobook that is the subject of the Agreement, if available in the Store,
- 2) The **Course Platform Terms of Use** – with regard to a Course that is the subject of the Agreement, if available in the Store,
- 3) The **Community Terms of Use** – with regard to access to the Club, if it is the subject of the Agreement and available in the Store.
  2. **[Goods with Digital Elements]** The Seller provides information on the functionality of Digital Content, the applicable technical protection measures, and the relevant compatibility and interoperability - in each case on the Product page and in the Store.
  3. **[E-books]** The Seller provides information on the functionality of E-books, the applicable technical protection measures, and the relevant compatibility and interoperability - in each case on the Product page and in the Store.

#### **§4 Technical Requirements of the Store**

To make a purchase via the Store, the Buyer's computer or other device must meet the following technical requirements:

- 1) Internet access,
- 2) A standard operating system,
- 3) A standard web browser,
- 4) An active email address,
- 5) Cookies enabled in the web browser.
- 6) The Seller is not responsible for incorrect configuration of the Buyer's computer or mobile device.

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#### **§5 Placing an Order**

1. To conclude an Agreement via the Store, the Buyer must visit the appropriate subpage of the Store featuring the selected Product, choose the Product, and

perform the subsequent technical steps based on prompts and information displayed by the Store.

2. To place an Order, the Buyer should perform at least the following steps, some of which may be repeated:
  - 1) Select a Product available in the Store;
  - 2) Add the Product to the Cart using the “Get now” button shown with the Product’s Price and description;
  - 3) proceed to checkout using the “Checkout” button;
  - 4) Provide the following contact informations in the form.
  - 7) Accept the Terms and Conditions and Privacy Policy by checking the box:  
**“I have read the store regulations and privacy policy and accept them.”**  
Acceptance is required to place and finalize the Order.
  - 8) Accept the Processing of the personal data by checking the box:  
**„I declare that I consent to the processing and use of my personal data for the purpose of fulfilling the order, in accordance with the provisions of [GDPR] Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and the Personal Data Protection Act of 10 May 2018 (Journal of Laws of 2018, item 1000).”**  
Acceptance is required to place and finalize the Order.
  - 9) Optionally add comments to the Order in the “Order notes” field.
  - 10) Place the Order by clicking the **“Place order”** button, which entails the obligation to pay.

The Seller confirms the Buyer’s purchase by sending a confirmation of the concluded Agreement to the email address provided by the Buyer during the ordering process. Additionally, in the case of:

- **purchase of an E-book**, the Seller confirms the conclusion of the Agreement with the Consumer by sending a confirmation along with information regarding the Consumer’s consent to receive digital content under circumstances that result in the loss of the right of withdrawal from the Agreement;
- **purchase of an Audiobook, Course, or Access to the Club**, the Seller confirms the conclusion of the Agreement with the Consumer by sending a

confirmation along with information regarding the Consumer's request to begin the provision of the service before the withdrawal period ends, under circumstances that result in the loss of the right of withdrawal from the Agreement.

- The Agreement with the Buyer is considered concluded at the moment the Buyer receives the email containing the confirmation of the Agreement.
  - The Seller reserves the right not to process the Order in the following cases:
  - If the Buyer provides false information necessary to fulfill the Order;
  - If payment is not received within 3 days from the conclusion of the Agreement.
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## **§6 Payment**

1. Payments in the Store can be made in the following ways:
  - **Online bank transfer** – The online payment service is provided by PayU in Poland;
2. The price indicated for each Product is the applicable price at the time the Order is placed and is binding for both the Buyer and the Seller. The Buyer is obliged to pay the final price, which is the total of the Product purchase price plus any applicable delivery costs. Failure to make the payment within the time frame expected by the Seller/Operator will be considered a withdrawal from the purchase and will result in the cancellation of the Order.
3. The Buyer may incur additional purchase costs, such as bank fees, operator charges, or other potential fees arising from the payment method chosen by the Buyer.

## **§7 Order Delivery – Fulfillment and Deadlines**

1. The order fulfillment time is counted from the moment the Order is accepted for processing, i.e., from the moment of successful payment authorization. In the case of payment by bank transfer or payment card, the time is counted from the moment the Seller's bank account is credited.
2. The dispatch of the Order is carried out within the timeframe specified on the Product Page, and for Orders consisting of multiple Products, within the longest timeframe indicated on any of the Product Pages.

Unless otherwise specified on the Product Page, the shipping/delivery is as follows:

- **Physical products** – dispatched within **1 to 3 business days** from the moment the Order is accepted for processing;
- **E-books** – delivered immediately after the Order is accepted for processing, no later than within 24 hours, by sending the Buyer an email containing a link to download the e-book;
- **Audiobooks** – delivered immediately after the Order is accepted for processing, no later than within 24 hours, by sending the Buyer an email with a link to a streaming platform, along with a password assigned individually to the Buyer, enabling login and access to the Audiobook. The Buyer may also request a download link to save the Audiobook on their device – in such case, the Buyer must contact the Seller by email at **contact@businessintheabway.com** within 2 days from the moment the Order is accepted for processing.
- **Courses** – delivered immediately after the Order is accepted for processing, no later than within 24 hours, by sending the Buyer an email with a link to the course platform, along with a password assigned individually to the Buyer, enabling login and access to the Course;
- **Access to the Club** – granted immediately after the Order is accepted for processing, no later than within 24 hours, by sending the Buyer an email with a link to the community platform, along with a password assigned individually to the Buyer, enabling login and access to the materials available on the platform.

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## §8 Provision of Electronic Services

1. As part of the Store, the Seller enables the Buyer to use all services and functionalities provided by the Store, including the ability to conclude a contract with the Seller.
2. To use the Store, and in particular to place an Order, the following conditions must be met:

### **Acceptance of Terms and Conditions and Use of the Store**

Placing an Order and using the Store's services require:

- **Acceptance of the provisions of these Terms and Conditions, and**

- **Consent to the processing of the Buyer's personal data by the Seller** – the rules for processing personal data by the Data Controller, the rights of Buyers, and the obligations of the Data Controller are available at: <https://businesshearabway.com/images/privacy-policy.pdf>
3. The following actions are prohibited:
    - Providing or transmitting content that is prohibited by law, including but not limited to content that promotes violence, is defamatory, or infringes personal rights and other rights of third parties;
    - Using the Store in a way that disrupts its operation, in particular by using specific software or devices;
    - Undertaking actions such as sending or posting unsolicited commercial communications (spam) within the Store;
    - Using the Store in a manner that is disruptive to other Buyers or the Seller;
    - Using any content available in the Store beyond personal use;
    - Using the Store in a way that is inconsistent with the laws in force in the Republic of Poland, these Terms and Conditions, or the general principles of internet etiquette (netiquette).
  4. The primary service provided electronically by the Seller is enabling the Buyer to conclude a Contract, maintain an Account, and access the Store using the Account. The services referred to in the first sentence are provided free of charge as part of the price paid for the Product.
  5. To access the services provided by the Seller, the Buyer may:
    - register an Account using the appropriate registration form by providing the required information specified therein, or
    - purchase Products as a guest, i.e., without creating an Account; in such cases, however, it is necessary to provide the basic information required to fulfill the Order.
  6. During the registration process, the Buyer provides the required data. After completing the registration form, an email will be sent to the address provided in the form, indicating how to confirm the registration and containing other legally required information.

7. The Buyer may confirm the registration using the available confirmation mechanisms. Upon confirmation of registration, a service provision agreement is concluded between the Buyer and the Seller. This agreement covers the services provided by the Seller through the Store, under the terms specified in the Terms and Conditions. The agreement is concluded for an indefinite period.
8. During registration and when using the Account thereafter, the Buyer is obliged to provide accurate personal data. At any time, the Buyer may access, correct, update their data, or delete their Account from the Store.
9. Within 14 days from the conclusion of the agreement referred to in paragraph 7, the Consumer may withdraw from it without giving any reason.
10. The Buyer is obliged to keep the login and password assigned to the Account confidential and protect them from unauthorized access by third parties.
11. If the Seller has reasonable concerns regarding the security of the Account or the fulfillment of an Order - particularly in the case of unauthorized access to the Account by another person or if the Buyer violates the Terms and Conditions, the Seller may:
  - temporarily limit access to specific services provided within the Store,
  - suspend the Buyer's Account for a fixed or indefinite period,
  - apply mechanisms or tools to block the operation of bots or other IT or programming tools.
12. The Seller uses mechanisms designed to ensure an appropriate level of security for transactions and other services provided within the Store.
13. The Buyer may terminate the service agreement concluded with the Seller at any time with respect to the indicated Account, either by deleting the Account independently or by contacting the Seller via email for this purpose.
14. Termination of the service agreement by the Buyer takes effect after a period of 7 days from the date of termination (understood as the day of independent deletion of the Account or the day of contacting the Seller via email to terminate the agreement). After this period, logging into the Account and using services available through the Account will no longer be possible.
15. In the event of repeated and gross violations of the Terms and Conditions by the Buyer, the agreement may be terminated by the Seller with immediate effect.

## §9 E-books

1. E-books made available in the Store, both in full and in excerpts, constitute works within the meaning of the Act of 4 February 1994 on Polish Copyright and Related Rights. They are legally protected and constitute the intellectual property of the Seller or third parties with whom the Seller has entered into an appropriate licensing agreement.
2. Upon conclusion of the Agreement, the Seller grants the Buyer a **non-exclusive, non-transferable license**, without territorial or time limitations, to use the E-book.
3. The Buyer is **not authorized to**:
  - Distribute, share, or place the E-books on the market, either in whole or in part;
  - Modify or interfere with the content of the E-books;
  - Remove ownership marks or technical protection measures embedded in the E-books.
4. Without the Seller's prior written consent (in documentary form), the Buyer agrees **not to use the E-books beyond personal use**.

## §10 Complaints

### §10.1. Goods

1. The Seller is liable to the Consumer for the conformity of the Goods with the Agreement.
2. In the event of non-conformity of the Goods with the Agreement, the Consumer is entitled to the rights specified in this paragraph. The provisions of this chapter do not apply to Goods that serve exclusively as a carrier of digital content.
3. The Goods are in conformity with the Agreement if, in particular, the following aspects conform with the Agreement:
  - 1) description, type, quantity, quality, completeness, and functionality, and with regard to Goods containing digital elements the compatibility, interoperability, and availability of updates;

- 2) suitability for a particular purpose needed by the Consumer, which the Consumer informed the Seller about no later than at the time of concluding the Agreement and which the Seller accepted.
4. In order to be considered in conformity with the Agreement, the Goods must:
  - 1) be suitable for the purposes for which Goods of that kind are normally used, considering applicable laws, technical standards, or good practices;
  - 2) be present in such quantity and have such features, including durability and safety, and regarding Goods containing digital elements also functionality and compatibility, as are typical for Goods of that kind and which the Consumer may reasonably expect, taking into account the nature of the Goods and public assurances made by the Seller, its legal predecessors, or persons acting on their behalf, in particular in advertisements or on labels.
5. [Goods with digital elements] The Seller shall inform the Consumer about updates, including those regarding security, necessary to maintain the conformity of the Goods containing digital elements with the Agreement, and provide them to the Consumer for the period:
  - 1) of supply of digital content or service specified in the Agreement under which the supply takes place on a continuous basis; or
  - 2) reasonably expected by the Consumer, considering the type of digital content or digital service included in the Goods with digital elements and its purpose, as well as the circumstances and nature of the Agreement, if the Agreement provides for the supply of digital content or digital service once or in parts.
6. If the Consumer does not install within a reasonable time the updates provided by the Seller according to item 5, the Seller is not liable for the lack of conformity of the Goods with digital elements with the Agreement resulting solely from the lack of the update, if:
  - 1) the Seller informed the Consumer about the update and the consequences of not installing it;
  - 2) the failure to install or improper installation of the update did not result from errors in the installation instructions provided by the Seller.
7. The Seller shall be liable for the lack of conformity of digital content or digital service with the Agreement in Goods with digital elements in the scope defined in item 5, which occurred within the time specified in that provision.

8. The Seller shall be liable for the lack of conformity of the Goods with the Agreement resulting from improper installation of the Goods, if:
  - 1) installation was performed by the Seller or under its responsibility;
  - 2) improper installation performed by the Consumer resulted from errors in the instructions supplied by the Seller.
9. Seller shall be liable for the lack of conformity of the Goods with the Agreement existing at the time of delivery and revealed within two years from that moment, unless the period of usability of the Goods specified by the Seller, its legal predecessors, or persons acting on their behalf is longer. It is presumed that a lack of conformity of the Goods with the Agreement which was revealed before the lapse of two years from the delivery date existed at the time of delivery, unless proven otherwise or unless this assumption cannot be reconciled with the nature of the Goods or the nature of the non-conformity.
10. The Seller may not rely on the lapse of the period for declaring a lack of conformity of the Goods with the Agreement specified in item 9 if such lack was fraudulently concealed.
11. With regard to Goods with digital elements, the Seller is liable for the lack of conformity with the Agreement of digital content or digital service supplied on a continuous basis, which occurred or was revealed during the period in which the Agreement provided for their supply. This period may not be shorter than two years from the delivery of the Goods with digital elements. It is presumed that the lack of conformity of digital content or digital service with the Agreement occurred during this period if it becomes apparent within it.
12. If the Goods are not in conformity with the Agreement, the Consumer may demand their repair or replacement.
13. The Seller may replace the Goods when the Consumer demands a repair or may carry out a repair when the Consumer demands a replacement, if bringing the Goods into conformity with the Agreement in the manner chosen by the Consumer is impossible or would require excessive costs for the Seller. If repair and replacement are impossible or would require excessive costs for the Seller, the Seller may refuse to bring the Goods into conformity with the Agreement.
14. When assessing the excessiveness of the costs for the Seller, all circumstances of the case shall be taken into account, in particular, the significance of the lack of conformity of the Goods with the Agreement, the value of the Goods in accordance with the Agreement, and the excessive inconvenience to the

Consumer resulting from the change in the manner of bringing the Goods into conformity with the Agreement.

15. The Seller shall carry out the repair or replacement within a reasonable time from being informed by the Consumer of the lack of conformity with the Agreement, and without undue inconvenience to the Consumer, taking into account the specificity of the Goods and the purpose for which the Consumer purchased them. The costs of repair or replacement, particularly postal, transport, labor, and material costs, shall be borne by the Seller.
16. The Consumer shall make the Goods subject to repair or replacement available to the Seller. The Seller shall collect the Goods from the Consumer at his own expense.
17. If the Goods were installed before the lack of conformity with the Agreement became apparent, the Seller shall dismantle the Goods and reinstall them after repair or replacement or commission these actions at his own expense.
18. The Consumer is not obliged to pay for normal use of the Goods that were subsequently replaced.
19. If the Goods are not in conformity with the Agreement, the Consumer may submit a declaration to reduce the price or withdraw from the Agreement if:
  - 1) The Seller refused to bring the Goods into conformity with the Agreement;
  - 2) The Seller did not bring the Goods into conformity with the Agreement;
  - 3) The lack of conformity of the Goods with the Agreement persists despite the Seller's attempt to bring the Goods into conformity with the Agreement;
  - 4) The lack of conformity of the Goods with the Agreement is significant enough to justify a price reduction or withdrawal from the Agreement without prior use of remedial measures in the form of repair/replacement;
  - 5) It is clear from the Seller's declaration or circumstances that the Seller will not bring the Goods into conformity with the Agreement within a reasonable period or without undue inconvenience to the Consumer.
20. The reduced price must be in such proportion to the contract price as the value of the Goods not in conformity with the Agreement bears to the value of the Goods in conformity with the Agreement.
21. The Seller shall refund to the Consumer any amounts due as a result of exercising the right to reduce the price immediately, and no later than within 14 days from the date of receipt of the Consumer's declaration to reduce the price.

22. The Consumer may not withdraw from the Agreement if the lack of conformity of the Goods with the Agreement is insignificant. It is presumed that a lack of conformity of the Goods with the Agreement is significant.
23. If the lack of conformity with the Agreement concerns only some of the Goods delivered under the Agreement, the Consumer may withdraw from the Agreement only with respect to those Goods, as well as with respect to other Goods acquired together with the non-conforming Goods, if it is unreasonable to expect the Consumer to retain only the Goods in conformity with the Agreement.
24. In case of withdrawal from the Agreement, the Consumer shall return the Goods to the Seller immediately, at the Seller's expense. The Seller shall refund to the Consumer the price immediately, and no later than within 14 days from the date of receipt of the Goods or proof of their return.
25. The Seller shall reimburse the price using the same method of payment as was used by the Consumer, unless the Consumer has expressly agreed to another return method that incurs no costs to them

#### **§10.2. Digital Content (E-books) and Goods serving solely as a medium of digital content**

1. The Seller shall be liable to the Consumer for the conformity of the Digital Content with the Agreement.
2. Digital Content shall be deemed to conform with the Agreement if, in particular, the following are in conformity with the Agreement:
  - 1) description, type, quantity, quality, completeness, functionality, compatibility, interoperability, and availability of technical support and updates;
  - 2) suitability for the Consumer's specific purpose of which the Consumer informed the Seller at the latest at the time of concluding the Agreement, and which the Seller accepted.
3. In addition, in order to be considered as conforming with the Agreement, the Digital Content must:
  - 1) be suitable for purposes for which digital content of that kind is normally used, taking into account applicable legal provisions, technical standards, or good practices;
  - 2) be provided in such quantity and have such features, including functionality, compatibility, accessibility, continuity, and security, as are typical for digital

content of that kind and which the Consumer may reasonably expect, taking into account the nature of the Digital Content and public statements made by the Seller, its legal predecessors, or persons acting on its behalf, in particular in advertising or on the label;

- 3) be supplied with accessories and instructions which the Consumer may reasonably expect to receive;
- 4) be consistent with any trial version or preview made available to the Consumer by the Seller before conclusion of the Agreement.
  4. The Seller shall inform the Consumer about updates, including security updates, necessary to maintain conformity of the Digital Content with the Agreement and shall provide them for a period reasonably expected by the Consumer, taking into account the type of digital content and its purpose, as well as circumstances and the nature of the Agreement, if the Agreement provides for the supply of Digital Content once or in parts.
  5. If the Consumer does not install updates supplied by the Seller within a reasonable time in accordance with section 4, the Seller shall not be liable for lack of conformity of the Digital Content with the Agreement resulting solely from the absence of such updates, provided that:
    - 1) the Consumer was informed about the update and the consequences of failing to install it;
    - 2) the failure to install or incorrect installation of the update was not due to errors in the installation instructions provided by the Seller.
  6. The Seller shall not be liable for a lack of conformity of the Digital Content with the Agreement in the scope referred to in sections 2 or 3, if the Consumer, at the latest at the time of conclusion of the Agreement, was explicitly informed that a specific feature of the Digital Content deviates from the requirements of conformity specified in sections 2 or 3, and expressly and separately accepted the lack of that specific feature.
  7. The Digital Content shall be supplied in the latest version available at the time of conclusion of the Agreement, unless the Seller and Consumer agree otherwise.
  8. The Seller shall be liable for lack of conformity with the Agreement of Digital Content supplied once or in parts, which existed at the time of supply and became apparent within two years thereafter. It shall be presumed that a lack of conformity which became apparent within one

year of supply of the Digital Content or Digital Service existed at the time of supply.

9. The Seller may not rely on the lapse of the period referred to in section 8 if the lack of conformity was fraudulently concealed.
10. The Seller shall be liable for lack of conformity with the Agreement of Digital Content in the scope set out in section 4, which occurs during the time specified therein.
11. The presumptions laid down in section 8 shall not apply if:
  - 1) the Consumer's digital environment is not compatible with the technical requirements of which the Seller clearly and intelligibly informed them before the conclusion of the Agreement;
  - 2) the Consumer, having been clearly and intelligibly informed before the conclusion of the Agreement of the obligation to cooperate with the Seller to a reasonable extent and using the least burdensome technical means available to them, with a view to determining whether the lack of conformity of the Digital Content with the Agreement in due time results from the characteristics of the Consumer's digital environment, fails to fulfil this obligation.
12. If the Digital Content is not in conformity with the Agreement, the Consumer may demand that it be brought into conformity with the Agreement.
13. The Seller may refuse to ensure conformity of the Digital Content with the Agreement if this is impossible or would entail excessive costs for the Seller.
14. When assessing whether costs are excessive for the Seller, all circumstances of the case shall be taken into account, in particular the significance of the lack of conformity and the value of the Digital Content conforming with the Agreement.
15. The Seller shall ensure the Digital Content is brought into conformity within a reasonable time from the moment the Consumer informed the Seller about the lack of conformity, and without undue inconvenience to the Consumer, taking into account the type and purpose of the content. The Seller shall bear the costs of bringing the Digital Content into conformity with the Agreement.

16. If the Digital Content is not in conformity with the Agreement, the Consumer may submit a statement demanding a price reduction or withdrawal from the Agreement, if:

- 1) bringing it into conformity is impossible or entails excessive costs;
- 2) the Seller has failed to ensure conformity of the Digital Content;
- 3) the lack of conformity continues despite the Seller's attempts to remedy it;
- 4) the lack of conformity is sufficiently significant to justify a price reduction or withdrawal from the Agreement without prior demand to remedy it;
- 5) it is evident from the Seller's statement or circumstances that conformity will not be ensured within a reasonable time or without undue inconvenience to the Consumer.

17. The reduced price shall be in proportion to the price under the Agreement, corresponding to the reduced value of the non-conforming Digital Content compared to conforming Digital Content. If the Agreement provides for supply of Digital Content in parts or on a continuous basis, the reduction shall take into account the period during which the Digital Content did not conform with the Agreement.

18. The Consumer may not withdraw from the Agreement if the Digital Content is supplied in return for payment of a price, and the lack of conformity is insignificant. It shall be presumed that a lack of conformity is significant.

19. Upon withdrawal from the Agreement, the Seller may not use content, other than personal data, supplied or created by the Consumer in the course of using the Digital Content supplied by the Seller, except for content which:

- 1) is useful only in connection with the Digital Content that was the subject of the Agreement;
- 2) relates only to the Consumer's activity in using the Digital Content that was the subject of the Agreement;
- 3) was combined by the Seller with other data and cannot be separated without excessive difficulties;
- 4) was created by the Consumer together with other Consumers, who may continue to use it.

20. At the Consumer's request, the Seller shall make available, free of charge, within a reasonable time and in a commonly used machine-readable format, the content created or supplied by the Consumer in the course of using the Digital Content, other than personal data, except for the content specified in section 19(1-3).
21. The Seller may demand the return of the tangible medium on which the Digital Content was supplied, within 14 days from receipt of the Consumer's withdrawal statement. The Consumer shall return the medium without delay and at the Seller's expense.
22. The Seller is not entitled to any payment for the period during which the Digital Content was not in conformity with the Agreement, even if the Consumer actually used it before withdrawal from the Agreement.
23. The Seller shall refund only the part of the price corresponding to the non-conforming Digital Content and to the Digital Content which was no longer required to be supplied as a result of withdrawal from the Agreement.
24. The Seller must refund the Consumer the price due as a result of exercising the right of withdrawal or price reduction without delay, no later than within 14 days from receiving the Consumer's statement of withdrawal or price reduction.
25. Seller shall refund the price using the same method of payment as was used by the Consumer, unless the Consumer has expressly agreed to a different method of refund which does not entail any costs for them.

### **§10.3. Complaint Procedure Regarding All Products – General Provisions**

1. A complaint regarding Products may be submitted through:
  - 1) the contact form available in the Store at: [contact@businessintheabway.com](mailto:contact@businessintheabway.com)
  - 2) in writing at the address: 80-365 Gdańsk, ul. Jelitkowski Dwór 11c21
  - 3) by email at: [contact@businessintheabway.com](mailto:contact@businessintheabway.com)
2. The complaint should contain at least the data enabling the identification of the Buyer (name and surname, correspondence address, e-mail address), a description of the reported non-conformity with the Agreement, and an indication of the proposed way of resolving the complaint.

3. The Seller is obliged to examine and respond to the complaint within 14 calendar days from the date of its receipt. If the Seller has not responded to the Consumer's complaint within the time limit referred to in the first sentence, the complaint shall be deemed accepted. The Seller shall provide the Consumer with the response to the complaint on paper or another durable medium.
4. If, in the opinion of the Buyer, services provided electronically under the Terms and Conditions are not performed by the Store or are performed contrary to the provisions of the Terms and Conditions, a complaint may also be submitted. A complaint concerning the provision of electronic services may be submitted:
  - in writing to the address: 80-365 Gdańsk, ul. Jelitkowski Dwór 11c21
  - by email at: [contact@businessintheabway.com](mailto:contact@businessintheabway.com)
  - The complaint should contain at least the data enabling the identification of the Buyer (name and surname, correspondence address, e-mail address), and a description of the objection regarding the provision of electronic services. The Seller is obliged to examine and respond to the complaint within 14 calendar days from the date of its submission by the Buyer.
5. The Seller shall process the Buyer's personal data for the purpose of handling the complaint in accordance with the Privacy Policy.
6. A natural person who has concluded an agreement directly related to their business activity, if it follows from the content of this agreement that it does not have a professional character for that person, in particular arising from the subject of the business activity disclosed in the Central Register and Information on Economic Activity - if exercising rights related to the conformity of Products with the Agreement – should, together with the complaint, submit a declaration stating that the purchased Products and the concluded Agreement are directly related to their business activity but do not have a professional character for them, in particular arising from the subject of the business activity carried out, in accordance with the register of economic activity relevant for the entity, providing as proof the appropriate document.

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## **§11 Right of Withdrawal from the Agreement**

1. Within 14 days of concluding the Agreement, the Consumer may withdraw from it without giving any reason and without incurring any costs, except for the costs specified in sections 8 and 11, unless the Consumer has

consented to the supply of digital content before the expiry of the withdrawal period or requested the start of performance of services before the expiry of the withdrawal period and the service has been fully performed.

2. The period for withdrawal from the Agreement shall begin:
  - 1) in the case of an agreement under which the Seller delivers Goods and is obliged to transfer their ownership from the moment of taking possession of the Goods by the Consumer or a third party indicated by the Consumer other than the carrier;
    - a) in the case of an agreement covering multiple Goods delivered separately, in batches, or in parts – from the moment of taking possession of the last Good, batch, or part;
    - b) in the case of an agreement for the regular delivery of Goods over a specified period – from the moment of taking possession of the first Good;
  - 2) for other agreements – from the date of conclusion of the Agreement.

3. The Consumer may withdraw from the Agreement by submitting to the Seller an unambiguous statement of withdrawal. The statement may be submitted, for example:

- on any form,
- by email.

Using the model withdrawal form is not mandatory.

4. To meet the deadline, it is sufficient to send the statement before its expiry.
5. The Seller is obliged to promptly provide the Consumer with confirmation of receipt of the withdrawal statement on a durable medium. In the event of withdrawal, the Agreement shall be deemed not concluded.
6. The Seller is obliged to immediately, no later than within 14 days from the date of receipt of the Consumer's withdrawal statement, refund to the Consumer all payments made by them, including the costs of delivery of the Goods.
7. The Seller shall refund the payment using the same method of payment as used by the Consumer, unless the Consumer expressly agreed to another method of refund which does not entail any costs for them. If the Seller has not offered to collect the Goods from the Consumer personally, the Seller may withhold the refund until the Goods are returned or

evidence of their dispatch is provided by the Consumer, whichever occurs first.

8. If the Consumer has chosen a delivery method other than the cheapest standard delivery method offered by the Seller, the Seller is not obliged to reimburse the additional costs incurred.
9. The Consumer is obliged to return the Goods to the Seller, or hand them over to a person authorized by the Seller, immediately and no later than 14 days from the day on which they withdrew from the Agreement, unless the Seller offered to collect the Goods in person. To meet the deadline, it is sufficient to send back the Goods before the deadline expires.
10. In the event of withdrawal from an Agreement for the supply of digital content (E-book), the Consumer is obliged to cease using such Digital Content and making it available to third parties.
11. The Consumer shall bear only the direct costs of returning the Goods unless the Seller has agreed to bear them or failed to inform the Consumer of this obligation.
12. The right of withdrawal from a distance Agreement shall not apply to the Consumer with respect to contracts:
  - 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, who has also been informed prior to commencement of performance that following full performance by the Seller, they will lose the right of withdrawal, and has acknowledged this;
  - 2) in which the price or remuneration depends on fluctuations in the financial market beyond the Seller's control, which may occur before the withdrawal deadline;
  - 3) where the object of performance is non-prefabricated Goods manufactured according to the Consumer's specifications or to meet their individual needs;
  - 4) where the object of performance is Goods liable to deteriorate rapidly or with a short shelf life;
  - 5) where the object of performance is Goods supplied in sealed packaging which, once opened, cannot be returned due to health protection or hygiene reasons, if opened after delivery;
  - 6) where the object of performance is Goods which, after delivery, due to their nature, become inseparably joined with other items;

- 7) where the object of performance is alcoholic beverages, the price of which was agreed at the time of conclusion of the sales contract, the delivery of which may take place only after 30 days, and the value of which depends on fluctuations in the market beyond the Seller's control;
- 8) where the Consumer expressly requested the Seller to visit them for urgent repair or maintenance; if, in addition, the Seller provides services other than those requested or supplies Goods other than replacement parts necessary to perform the repair or maintenance, the right of withdrawal applies to the additional services or Goods;
- 9) where the subject of the service is audio or visual recordings or computer software supplied in sealed packaging, if the packaging has been opened after delivery;
- 10) for the supply of newspapers, periodicals, or magazines, except subscription contracts;
- 11) concluded through a public auction;
- 12) for the provision of accommodation services, other than for residential purposes, transport of goods, car rental, catering, services relating to leisure activities, entertainment, sporting or cultural events, where the contract specifies a specific date or period of service;
- 13) for the supply of digital content not delivered on a tangible medium, for which the Consumer is obliged to pay a price, where the entrepreneur has started performance with the Consumer's express prior consent, after informing them that they would lose the right of withdrawal once the performance is completed, and the Consumer acknowledged this, provided that the entrepreneur has delivered confirmation of the distance contract on a durable medium;
- 14) for the provision of services for which the Consumer is obliged to pay a price, where the Consumer has expressly requested the Seller to come to their location for repair, and the service has already been fully performed with the Consumer's explicit prior consent.

13. An individual who has concluded a contract directly related to their business activity, where the content of the contract shows that it does not have a professional character for them particularly arising from the subject of their business activity disclosed in the Central Register and Information on Economic Activity who exercises rights related to withdrawal from the contract, should submit, together with the withdrawal statement, a declaration that the purchased Products and the concluded Agreement are

directly related to their business activity, but do not have a professional character for them. The individual referred to in the preceding sentence may submit their withdrawal statement on a form.

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## **§12 Privacy Policy and Personal Data Security**

Detailed rules for the processing of personal data are set out in the Privacy Policy available at: <https://businesshearabway.com/images/privacy-policy.pdf>

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## **§13 Out-of-Court Complaint and Redress Procedures**

1. The Consumer has the possibility of using out-of-court complaint and redress procedures. The Consumer may:
  - submit a request to the Provincial Inspector of the Trade Inspection to have the case examined by an amicable consumer court,
  - submit a request to the Provincial Inspector of the Trade Inspection to initiate mediation proceedings for the amicable settlement of a dispute between the Consumer and the Seller,
  - seek assistance from the district (municipal) Consumer Ombudsman or a consumer protection organization with statutory powers to protect consumers.

Information on how to access these dispute resolution procedures is available at: <http://www.uokik.gov.pl>, in the “Out-of-court consumer dispute resolution” section, and at: <http://polubowne.uokik.gov.pl/>.

The Consumer may also use the EU online ODR platform available at: <http://ec.europa.eu/consumers/odr/>.

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## **§14 Final Provisions**

In matters not regulated by these Terms and Conditions, the provisions of the Civil Code, the provisions of the Act on the Provision of Electronic Services, the provisions of the Consumer Rights Act, and other applicable provisions of Polish law shall apply.

Any disputes arising between the Seller and the Consumer within the meaning of Article 22 of the Polish Civil Code shall be submitted to the competent courts in accordance with the provisions of the Code of Civil Procedure.

The Seller reserves the right to amend these Terms and Conditions. Amendments may not infringe the rights of the Buyer arising from Orders placed before the introduction of the change. Amendments to the Terms and Conditions will be published to Buyers on the website <https://businesshearabway.com>. Amendments shall enter into force 14 days after publication in the Store. The Seller will inform the Buyer registered in the Store of the amendment to the Terms and Conditions by means of an electronic message containing a link to the amended text of the Terms and Conditions. If the Buyer does not accept the amendment, they should notify the Seller by clicking on the link "I do not accept the amendments to the Terms and Conditions," which will be deemed a request to delete their account in the Store and terminate the agreement for the provision of electronic services.

Any doubts arising from the interpretation of these Terms and Conditions shall be interpreted in such a way as to ensure compliance with mandatory legal provisions.