

**TERMS AND CONDITIONS
OF WWW.LEIS-JEWELRY.COM WEBSITE**

Welcome to Our Website!

These Terms and Conditions set out the conditions for using the Website, entering into contracts through it, using the services we provide and, of course, our obligations as a Seller. Please read them carefully before using the features that we offer.

Our Terms and Conditions apply both if you are a Consumer and if you act in another capacity. Our Terms and Conditions do not exclude or limit any rights that Consumers are granted by mandatory provisions of law.

The following information may seem very detailed to you, but it is required by law – should you have any questions, do not hesitate to contact us.

These regulations have been drawn up in Polish and have been translated into other languages. In the event of any discrepancies in the translation, the Polish version shall prevail.

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I. GLOSSARY

1. Whenever the following capitalized terms are used in these Terms and Conditions, they will have the meaning defined below, unless the context clearly indicates otherwise:
 - a. Price - gross remuneration (including VAT at the applicable rate) for the transfer of ownership of a subject of a Sale Agreement by the Seller to the User, expressed in Polish zloty (PLN). The Price does not include any additional costs, unless the terms of the current Promotions explicitly state otherwise.
 - b. Password - a sequence of specific characters defined by the User when creating the Account, necessary to set up the Account and authorise access to it. To ensure security of Users, the Seller introduces mechanisms aimed at the detection and elimination of possible errors in the creation of the Password (which may include the need to confirm it, re-enter it, etc.). The User will be given an opportunity to change his/her Password.
 - c. Civil Code - the Civil Code act of law of 23 April 1964.
 - d. Consumer - a User who is a natural person entering into a legal transaction with the Seller, which is not directly related to his/her business or professional activity.

- e. Account - Electronic Service made available to the User within the Website, allowing the use of additional features, marked with a unique name (Login) and Password defined by the User. The Account makes it possible, without limitations, to save and store information about the User (e.g. previous Sale Agreements, contact details, etc.).
- f. Basket - Electronic Service that enables the User to place Orders, including, without limitation, to display the Price totals. The Basket does not guarantee the availability of Products (it is not equivalent to their reservation).
- g. Login - User's email address provided during Account registration.
- h. Newsletter - Electronic Service enabling the User to automatically receive from the Seller periodical marketing information on the Seller, specifically including the Website or Promotions, sent to the communication channel selected by the User (depending on the current functionalities of the Website, e.g. email address, telephone number), provided that the User has given his/her prior consent.
- i. Product - a movable item constituting the subject of the Sale Agreement between the User and the Seller.
- j. Promotion - special conditions of concluding contracts with the Seller valid for a specified period of time, on the principles specified on the Website, which may arise, without limitation, from the Seller's separate terms and conditions; Promotions valid on the Website will not be combined, unless the terms of a given Promotion expressly provide otherwise.
- k. Terms and Conditions/Service Agreement - this document setting out the rights and obligations of the User and the Seller, as well as the terms and conditions of concluding Sale Agreements and providing Electronic Services; the current version of these Terms and Conditions is always available on the Website, also in PDF format. Acceptance of these Terms and Conditions is voluntary, but required in order to use Electronic Services, which includes creating an Account and concluding a Sale Agreement. These Terms and Conditions constitute a standard agreement within the meaning of Article 384 §1 of the Civil Code.
- l. Website - the Seller's platform consisting of a network of interconnected webpages, available at www.leis-jewelry.com, through which the User may conclude Sale Agreements and use Electronic Services. In general, the contracts concluded through the Website are contracts commonly concluded for minor day-to-day matters. Information presented within or in connection with the Website constitutes only an invitation to conclude a contract within the meaning of Article 71 of the Civil Code, addressed from the Seller to the User, and does not constitute an offer within the meaning of the Civil Code.
- m. Seller - LEIS Sp. z o.o. with its registered office in Pruszków (05-802), al. Jerozolimskie 476, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court of the City of Warsaw, 14th Commercial Division of the National Court Register under KRS number 0000918681, NIP [Tax Number]: 5342643689, share capital PLN 5 000,00, email address: contact@leis-jewelry.com.
- n. Sale Agreement – a sale agreement concluded with the use of means of distance communication, on the basis of which the Seller undertakes to transfer the ownership of a Product to the User and to release the Product to the User, and the User undertakes to collect the Product and pay the Seller the Price plus any additional charges, including shipping costs. The main characteristics of the performance including its subject and the method of communication with the User are specified on the Product subpage of the Website. The creation of an Account is not necessary to conclude a Sale Agreement.
- o. Electronic Service - a service provided electronically within the meaning of the Act on Provision of Electronic Services of 18 July 2002 by the Seller to the User in accordance with the Service Agreement. Access to certain Electronic Services may require the User to create an Account first.
- p. The Act - the Act on Consumer Rights of 30 May 2014.
- q. Works - text, graphic or multimedia elements disseminated through the Website (such as photographs, graphics, films, including images of people, descriptions, comments), including works within the meaning of the Act on Copyright and Related Rights of 4 February 1994.
- r. User - any entity (e.g. natural person, legal person, organisational unit, etc.) having full legal capacity. If the User is a natural person with limited legal capacity, he/she is obliged to have a legally effective consent of his/her legal representative to conclude the Service Agreement or the Sale Agreement and to present such consent at any request of the Seller.
- s. Technical Requirements - the minimum technical requirements that must be met in order to use the Website and conclude contracts through it, as follows: (1) a computer, laptop or other multimedia device with Internet access; (2) access to electronic mail; (3) a browser: Mozilla Firefox version 17.0 and higher or Internet Explorer version 10.0 and higher, Opera version 12.0 and higher, Google Chrome version 23.0 and higher, Safari version 5.0 and higher; (4) recommended minimum screen resolution: 1024x768; (5) cookies and Javascript enabled in the browser. Use of the Website may give rise to Internet connection costs (data transmission charges), according to the tariff of the Internet service provider used by the User.

- t. Order - an offer to conclude a Sale Agreement submitted to the Seller by the User. An Order specifies, without limitation, the Product offered and the User's details necessary to conclude and perform a Sale Agreement, specifically including the User's name and surname or business name and his/her email address. If an Order includes several Products, it is considered that the User has made a separate offer to conclude a Sale Agreement for each of them.

II. ELECTRONIC SERVICES

1. Depending on the current features of the Website, the Seller may provide the User free of charge with the following Electronic Services, without limitation,:
 - a. the Account;
 - b. the Basket;
 - c. the Newsletter;
 - d. enabling viewing of the content on the Website (Works);
 - e. enabling the placement of Orders and conclusion of Sale Agreements;
 - f. maintaining the login session after the User has logged into his/her Account;
 - g. presenting advertising content that may have been personalised, depending also on consents given by the User (if necessary).
2. The Newsletter is provided at the request of the User.
3. In order to set up an Account it is necessary to:
 - a. register through a form available on the Website;
 - b. read the Privacy Policy;
 - c. read and accept these Terms and Conditions in the manner made available by the Seller (for security reasons, additional authorisation and activation of the Account in the manner indicated by the Seller may be required).
4. The Service Agreement is concluded for an indefinite period of time upon receipt by the User of a confirmation of its conclusion sent by the Seller to the email address provided by the User during the registration process.
5. The Seller may temporarily stop providing Electronic Services due to technical, maintenance or other activities related to the modification of the Website.
6. The Seller will provide technical and organisational measures appropriate to the scope of security risks, features, or services provided under the Service Agreement. The use of the Website involves risks typically associated with the transmission of data via the Internet, such as dissemination, loss or unauthorised access.

III. USER OBLIGATIONS

1. When using the Website, the User is obliged to comply with the provisions of these Terms and Conditions, the Sale Agreement, relevant provisions of law, as well as customs and social rules accepted in the given area. In particular, the following is prohibited:
 - a. to promote illegal content, including content that promotes fascism, totalitarian systems, or hatred, particularly on grounds of national, ethnic, racial or religious belief, or on grounds of gender;
 - b. to use the Website in a manner that may interfere with the use of the Website by other Users or the Seller, in particular to send unsolicited commercial information, supply content of an unlawful nature or to place viruses and other malicious software or harmful code;
 - c. to impersonate any other person, create a false identity;
 - d. unauthorised modification, copying, publishing elsewhere of Works from the Seller or third parties.
2. The User is obliged to the following, without limitation:
 - a. to provide only accurate and up-to-date information about the User on the Website;
 - b. to pay the Price and any other costs stipulated in the Sale Agreement timely and in full and to collect the purchased Products in accordance with the conditions stipulated in the Sale Agreement;
 - c. to adequately secure access to the Account, including, without limitation, to create a strong Password and not to disclose it to any third party;
 - d. to cooperate with the Seller in cases described in these Terms and Conditions, i.e. in particular when such cooperation is necessary to determine whether the use of the Website is inconsistent with these Terms and Conditions or applicable laws;
 - e. to update the User information in the Account immediately after any changes in this regard;
 - f. to immediately notify the Seller of any unauthorised access to the Account that is discovered, as well as of any other breach of privacy that may affect the performance of the Service Agreement.

IV. PLACING ORDERS AND CONCLUDING SALE AGREEMENTS

1. A Sale Agreement is concluded between the User and the Seller when the User has placed an Order and received the message referred to in subsection 4(a) below.
2. Placing an Order requires the User to perform the following actions on the Website:
 - a. adding selected Products to the Basket;
 - b. completing the Order form;
 - c. choosing method of payment of the Price and any additional costs (the User may be redirected to the website of an external payment service provider to make the payment);
 - d. choosing the method of delivery of the Product;
 - e. reading the Privacy Policy;
 - f. reading and accepting these Terms and Conditions;
 - g. sending the Order to the Seller using the "Order and pay" button or any other button with equivalent content.
3. Upon receipt of the Order, the Seller sends an email message to the User confirming receipt of the Order and commencing its verification.
4. Once the verification of the Order is completed, the Seller sends an email message to the User containing:
 - a. confirmation of acceptance of one or more offers included in the Order together with confirmation of dispatch of the Product(s) in question (upon which moment the Sale Agreement for the Product(s) is concluded); or
 - b. information about the inability to accept all offers submitted by the User, for important reasons understood, without limitation, as unavailability of a given product.
5. The total value of the Order includes the Price and possible other costs, such as the cost of delivery, including taxes (the User will be informed of the total amount payable when placing the Order, including at the moment of expressing the User's will to be bound by the Sale Agreement).
6. The essential provisions of the concluded Sale Agreement are therefore recorded, secured, made available and confirmed to the User by an email message sent to the email address provided by the User.

V. PAYMENT OF THE PRICE AND PRODUCT DELIVERY

1. Possible current methods of payment for the Products covered by the Sale Agreement as well as the method and time of delivery of the Product will be specified on the Website, including at the moment of placing the Order by the User.
2. Availability of payment methods may depend on the delivery method selected by the User.
3. If the User chooses the prepayment method and payment is not received by the Seller within 5 days of placing the Order, the Seller may contact the User to remind him/her about the payment and set an additional period of 2 days for payment. Failure to make payment within the additional period specified by the Seller will result in non-acceptance of the Order by the Seller.
4. In general, delivery is payable. As part of a Promotion the Seller may, in particular during a selected period of time, define a minimum Order value threshold for which delivery is free.
5. Delivery is possible in the Republic of Poland. In order to meet the expectations of Users, the Seller, depending on the current capabilities and features of the Website, may enable delivery to selected countries within the European and Extra European Economic Area, of which it will place a notification on the Website.
6. The method of delivery and the amount of the delivery charge may depend on the type of Product selected by the User.
7. The delivery time starts from the conclusion of the Sales Agreement. The delivery time comprises:
 - a. the time of Order preparation, and
 - b. the delivery time of the Product by the carrier, which depends on the delivery method selected by the User.
8. In the event of concluding a Sale Agreement for several Products with different delivery times, the longest one will apply.

VI. IMPLIED WARRANTY

1. The Seller is obliged to deliver a defect-free Product to the Consumer. The Seller is liable to the Consumer if the Product sold has a physical or legal defect (implied warranty). The principles of the Seller's liability are set out, without limitation, in Articles 556 and the following of the Civil Code.
2. The Seller is liable under the implied warranty if a physical defect is found within two years from the date of delivery of the Product to the Consumer. The claim for rectification of defects or replacement of the Product with a defect-free Product will expire after one year from the date on which the defect was detected. The limitation period will not expire before the expiry of the period referred to in the first sentence of this paragraph.
3. If the Product sold is defective, the Consumer may:

- a. submit a notice of Price discount or withdrawal from the Sale Agreement, unless the Seller immediately and without undue inconvenience for the Consumer replaces defective Product with a defect-free one or removes such defect. The discounted Price should be in such proportion to the contractual Price as the value of the defective Product is to the value of defect-free Product. The Consumer is not entitled to withdraw from the Sale Agreement if the Product defect is immaterial;
 - b. request Product replacement with a defect-free one or defect removal. The Seller is obliged to replace the defective Product with a defect-free one or remove the defect within a reasonable time without excessive inconvenience for the Consumer;
subject to the reservations and conditions set out in the relevant provisions of the Civil Code.
4. Instead of defect removal proposed by the Seller, the Consumer may request Product replacement with a defect-free one, or instead of Product replacement the Consumer may request defect removal, unless making the Product compliant with the contract in a way selected by the Consumer is impossible or would require unreasonable expense in comparison to the method proposed by the Seller. In the assessment of reasonableness of expense, the value of Product free from defects, type and significance of the defect are considered, and also inconvenience that the Consumer would suffer by other method of satisfaction.
 5. If the Seller's response to the complaint or the implementation of the Consumer's rights under implied warranty requires delivery of the Product to the Seller, the Consumer will deliver the Product at the Seller's expense to the Seller's address (Article 561² in connection with Article 354 § 2 of the Civil Code).
 6. If, due to the nature of the Product or the way it was installed, the delivery of the Product by the Consumer would be excessively difficult, the Consumer should make the Product available to the Seller at the place where the Product is located.
 7. Notwithstanding the provisions of these Terms and Conditions relating to implied warranty, Products may be covered by the manufacturer's warranty – on the terms and conditions defined by the manufacturer and specified in the warranty card enclosed with the Product.

VII. COMPLAINTS

1. Complaints should be sent, for example, to the following email address of the Seller: contact@leis-jewelry.com.
2. In order to facilitate and accelerate complaint processing, it is recommended that the following is included in the description of the complaint: a. information and circumstances relating to the complaint, including the description and date of any irregularities that have occurred; b. the User's demands, such as replacement, repair, price reduction, or return (withdrawal from the contract), c. contact details of the person submitting the complaint. Failure to comply with the recommendations set out in the preceding sentence will not affect the validity of the complaint.
3. For complaints relating to Products, the Seller will respond to the Consumer's complaint immediately, not later than 14 days from the date of complaint submission. If the Consumer requested Product replacement or defect removal or submitted a notice of Price discount determining the amount by which the Price is to be discounted and the Seller fails to answer such request within 14 days, it will be deemed that the Seller accepted the request as justified.
4. In the case of complaints relating to Electronic Services, the Seller will respond to the complaint immediately, no later than 30 days from the date of receipt, in accordance with Article 7a(1) of the Act, unless a different time limit is applicable under separate provisions of law or applicable regulations.

VIII. OUT-OF-COURT PROCEDURE

1. The use of out-of-court complaint and redress procedure is voluntary. The following information is for information purposes and the Seller is not obliged to use it. The Seller's statements in this regard will be provided by the Seller in writing or through another durable medium, only in the event of failure to resolve the dispute after the Consumer's complaint.
2. The rules governing out-of-court resolution of consumer disputes and the obligations of the trader can be found, for example, in the Act on Out-of-Court Resolution of Consumer Disputes of 23 September 2003 or in the regulations on the relevant entity competent to resolve consumer disputes. Detailed information concerning the possibility for consumers to use these methods of dispute resolution, as well as the regulations governing access to these procedures can be found at the offices and websites of county (municipal) consumer ombudsmen, civic organisations whose statutory activities include consumer protection, Regional Inspectorates of Trade Inspection Authority, without limitation, also at the website of the Office of Competition and Consumer Protection (UOKIK) https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php. The President of UOKIK keeps an open register of entities authorised to conduct proceedings on out-of-court settlement of consumer disputes.

3. The Consumer may use, inter alia, the following options for out-of-court complaint and dispute resolution:
 - a. bring the case before a permanent consumer arbitration court referred to in Article 37 of the Act on Trade Inspection of 15 December 2000, requesting that the dispute be resolved;
 - b. bring the case to the regional inspector of the Trade Inspection Authority pursuant to Article 36 of the Act referred to in section a above, requesting the commencement of mediation proceedings;
 - c. the User has the right to free assistance in resolving a dispute between the User and the Seller, to use the free support of county (municipal) consumer ombudsman, or civil organizations whose statutory activities include consumer protection (such as Federation of Consumers, Polish Consumer Association);
 - d. lodge a complaint via the ODR platform <http://ec.europa.eu/consumers/odr/>. The ODR platform is also a source of information about out-of-court settlement of disputes arising between consumers and traders.

IX. LICENSE AND COPYRIGHT

1. Subject to subsection 3 below, exclusive rights to Works on the Website, specifically including copyright, rights to trademarks or software used, are vested in the Seller or entities with whom the Seller has concluded appropriate agreements. The User is entitled to use the Works free of charge, but only for personal use and solely for the purpose of proper use of the Website, throughout the world. Use of the Works in any other way is only permitted with a prior, express, written consent of the authorised party, otherwise being null and void.
2. In particular, the User is not entitled to:
 - a. resell the Works and use the Works commercially;
 - b. translate, adapt, rearrange graphic layout or make any other changes to the Works, except as permitted by applicable law;
 - c. download or copy the Works in any form for the benefit of another party; or
 - d. use any tools to extract data regarding the Website, the Seller or other Users.
3. The User, by placing any Works on the Website, including, without limitation, graphics, comments, opinions or messages within the Account, grants the Seller a non-exclusive, royalty-free license to use, store, transform, amend, delete or supplement such Works, as well as a license for public performance, public presentation, and distribution (particularly on the Internet) of such Works, throughout the world. These rights include the sublicense to the extent justified by the performance of the Sale Agreement or the Service Agreement (including the operation and development of the Website), as well as the authorisation to exercise, independently or through third parties, subsidiary rights and to distribute the Work in an altered form. To the extent that the User is not entitled to grant the licenses referred to in this paragraph, the User has obtained the said licenses for the Seller.

X. PERSONAL DATA

1. The User's personal data will be processed by the Seller as their controller.
2. Detailed information on the protection of the User's personal data is available in the Privacy and Cookies Policy.

XI. CONSUMERS' RIGHT OF WITHDRAWAL

1. A consumer who has concluded a distance contract may withdraw from it within 14 days without giving any reason and without incurring any costs other than those provided for by law.
2. The period for withdrawal from a Sale Agreement starts from the moment the Consumer or a third party designated by the Consumer, other than the carrier, takes possession of the Product, and in the case of a Sale Agreement which:
 - a. includes multiple Products which are delivered separately, in batches or in parts, from taking possession of the last Product, batch or part, or
 - b. consists in the regular provision of Products for a specific period of time – from taking possession of the first Product.
3. The Consumer may withdraw from a Sale Agreement by submitting a statement of withdrawal to the Seller. The statement may be submitted per email address of the Seller set out in the Glossary at the beginning of these Terms and Conditions. The Consumer may use the model withdrawal form attached to these Terms and Conditions, but it is not obligatory.
4. Sending the statement before the deadline is sufficient to meet the deadline. In the case of withdrawal from a distance contract, the contract will be deemed not to have been concluded. If the Consumer has made a statement of withdrawal before the Seller has accepted the Consumer's Order, the Order will cease to be binding.

5. The Seller is obliged to immediately, no later than 14 days from the date of receipt of the Consumer's statement of withdrawal from the contract, return to the Consumer all payments made by the Consumer, including the shipping cost. If the Consumer has chosen a method of delivery other than the cheapest normal delivery method available on the Website, the Seller will not be obliged to reimburse the Consumer for any additional costs incurred by the Consumer.
6. The Seller will refund the payment using the same means of payment as used by the Consumer, unless the Consumer has expressly agreed to a different method of refund which does not involve any cost to the Consumer. If the Seller has not offered to collect the Product from the Consumer, the Seller may withhold the reimbursement of the payment received from the Consumer until the Seller has received the Product back or the Consumer has supplied evidence of having sent it back, whichever event occurs first.
7. The Consumer is obliged to return the Product to the Seller or hand it over to a person authorized by the Seller to collect it immediately, but no later than 14 days from the date on which he/she withdrew from the Sale Agreement, unless the Seller offered to collect the Product. To observe the deadline, it is sufficient to send the Product back before the deadline.
8. The Consumer will bear the direct cost of return (if applicable), unless the Seller has agreed to cover it. The Consumer can make the return to the postal address of the Seller set out in the Glossary at the beginning of these Terms and Conditions.
9. The Consumer will be liable for any Product value decrease that was caused by the use thereof in a way exceeding the extent necessary to verify the Product's nature, characteristics and functioning.
10. The right of withdrawal from a distance contract will not apply to the Consumer with regard to contracts: (1) for the provision of services if the Seller has performed the service in full with the express consent of the Consumer who has been informed before the performance that the Consumer will lose the right to withdraw from the contract after the Seller's performance; (2) in which the price or fee depends on fluctuations in the financial market over which the Seller has no control and which may occur before the end of the period for withdrawal; (3) in which the subject of the performance is a non-prefabricated product, manufactured to the Consumer's specification or intended to satisfy Consumer's individual needs; (4) in which the subject of the performance is a product that is perishable or has a short shelf life; (5) in which the subject of the performance is a product supplied in a sealed package which cannot be returned after opening the package for health protection or hygienic reasons, if the package has been opened after delivery; (6) in which the subject of the performance are products which after delivery, due to their nature, are inseparably connected with other things; (7) in which the subject of performance are alcoholic beverages, the Price of which has been agreed upon at the conclusion of the Sale Agreement, and the delivery of which may only take place after 30 days and the value of which depends on fluctuations on the market, over which the Seller has no control; (8) in which the Consumer expressly requested the Seller to come to the Consumer in order to carry out urgent repairs or maintenance; if the Seller provides services in addition to those the Consumer requested or supplies products other than replacement parts necessarily used in carrying out repairs or maintenance, the right of withdrawal will apply to the Consumer in respect of those additional services or products; (9) in which the subject of the performance is a sound or visual recording or computer software supplied in sealed packaging if the packaging was opened after delivery; (10) for supply of newspapers, periodicals or magazines, except for a subscription contract; (11) concluded by way of a public auction; (12) for the provision of accommodation other than for residential purpose, carriage of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract specifies the date or period for the provision of the service; (13) for the supply of digital content which is not recorded on a tangible medium if the performance has begun with the Consumer's express consent before the end of the withdrawal period and after the Seller has informed the Consumer of the loss of the right to withdraw.

XII. TERMINATION OF ELECTRONIC SERVICES AGREEMENT

1. The User has the right, at any time and without stating reasons, to delete the Account by sending an appropriate statement, in particular to the postal or email address of the Seller set out in the Glossary at the beginning of these Terms and Conditions.
2. The User has the right, at any time and without giving reasons, to unsubscribe from the Newsletter (resignation from the service), by clicking on the deactivation link in any of the Newsletter emails sent to the User.
3. The Seller may terminate the Service Agreement or any license agreement referred to in section IX of these Terms and Conditions at any time by giving 21 days' notice for valid reasons, understood exclusively as:
 - a. a change in the law relating to the provision of Electronic Services by the Seller affecting the mutual rights and obligations of the parties under the Service Agreement, or a change in the interpretation of the above provisions by court judgments, decisions, recommendations or directives within the powers of the relevant authorities or bodies;

- b. a change in the way in which Electronic Services are provided solely for technical or technological reasons (in particular, update of technical requirements specified in these Terms and Conditions);
 - c. a change in the scope or manner of provision of Electronic Services, introduction of a new Electronic Service, modification or resignation by the Seller from an existing feature or Electronic Services covered by these Terms and Conditions.
- 4. Irrespectively, taking into account the Seller's special concern for the protection of the User's personal data and processing thereof for a reasonable period of time, the Seller may terminate the Service Agreement with immediate effect in the event of the User's inactivity on the Website lasting continuously for at least two years.
 - 5. The Seller's statement on matters of termination will be sent to the email address provided by the User.
 - 6. The Seller may terminate the Service Agreement or any license agreement referred to in section IX of these Terms and Conditions upon 7 days' notice or refuse further access to the Website (in whole or in part), for valid reasons, i.e. in the event of a gross breach of these Terms and Conditions by the Client, i.e. if the User fails to comply with the obligations set out in section III subsection 1 or subsection 2(a) or in section IX of these Terms and Conditions.

XIII. AMENDMENT OF THESE TERMS AND CONDITIONS

- 1. The Seller may amend these Terms and Conditions if at least one of the following material causes occurs:
 - a. legal changes, i.e. a change in the law relating to the provision of Electronic Services by the Seller affecting the mutual rights and obligations of the parties under the Service Agreement, or a change in the interpretation of the above provisions by court judgments, decisions, recommendations or directives within the powers of the relevant authorities or bodies;
 - b. technological changes, i.e. a change of the way in which Electronic Services are provided solely for technical or technological reasons (without limitation, update of technical requirements specified in these Terms and Conditions);
 - c. functional changes, i.e. a change in the scope or manner of provision of Electronic Services, introduction of a new Electronic Service, modification or resignation by the Seller from an existing feature or Electronic Services covered by these Terms and Conditions.
- 2. The Seller will provide the consolidated text of the amended Terms and Conditions on the Website and via email sent to the User's address.
- 3. Any amendment to these Terms and Conditions will become effective no sooner than 14 days after the date on which the notice of amendment is sent (the exact date will be set out in the notice of amendment). Users will have the right to terminate the Service Agreement during that period. No amendment to these Terms and Conditions will affect any Electronic Services which were already provided to the User before the amendment to these Terms and Conditions or any Sale Agreement already concluded.

XIV. NON-CONSUMER USERS

- 1. This section XIV of these Terms and Conditions and the provisions contained herein apply only to Users who are not Consumers. This section of these Terms and Conditions, however, does not apply to natural persons concluding a contract directly related to their business activity, if according to the contract it is not of a professional nature for these persons, based in particular on the subject of their business activity disclosed under the rules on the Central Register and Information on Economic Activity, subject to subsections 2, 3 and 4 that also apply to these persons (section IX of these Terms and Conditions, i.e. the right to withdraw from the contract, also applies to these persons).
- 2. When placing an Order, it is also necessary to provide the business name and tax number [NIP]. If the tax number is not provided at the stage of placing an Order, the Seller will be unable to issue a VAT invoice, pursuant to Article 106b item 5 of the Act on Tax on Goods and Services of 11 March 2004.
- 3. The User authorises the Seller to issue invoices without the recipient's signature and agrees to have invoices sent in electronic form.
- 4. Pursuant to Article 558 § 1 of the Civil Code, the Seller's liability under implied warranty for the Product is excluded.
- 5. The rights and obligations associated with the Product as well as the risk of accidental loss or damage to the Product will pass to the User at the moment of handing over the Product by the Seller to the carrier. In such case, the Seller will not be liable for any loss, defect or damage to the Product occurring from the moment of acceptance of the Product for transport and for any delay in shipping.
- 6. The Seller may terminate the Service Agreement, or any license agreement described in section IX, with immediate effect and without cause, by sending a statement in any form.
- 7. The Seller will not be liable for any damage, including loss of profit, unless the damage was caused by the Seller intentionally. In any case, the Seller's liability, irrespective of its legal basis, will be limited to a maximum total amount of PLN 500.

8. All disputes will be settled by the court having jurisdiction over the Seller's registered office.

XV. FINAL PROVISIONS

1. These Terms and Conditions become effective as of 01.10.2021.
2. Contracts concluded by the Seller will be concluded in the English language.
3. In matters not covered by these Terms and Conditions, the relevant provisions of Polish law will apply, without limitation, the Civil Code, the Act on Provision of Electronic Services and the Act (the choice of Polish law in connection with these Terms and Conditions does not deprive the User of the protection guaranteed to the User by the laws which cannot be excluded).
4. The current version of the Terms and Conditions is always available in downloadable PDF format.

Attachment No. 1 - Example of withdrawal form

AGREEMENT WITHDRAWAL FORM

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

Address:

LEIS Sp. z o.o.

Magazyn Point of View

Jeziora 2,

05-652 Pniewy,

Poland

contact@leis-jewelry.com

I/We(*) hereby inform of my/our withdrawal from the sale agreement of the following goods(*) the agreement for delivery of the following goods(*) the agreement for specific work consisting of making the following goods(*)/provision of the following service(*)

Date of agreement(*)/receipt(*)

Full name of the consumer(s)

Address of the customer(s)

Signature of the consumer(s) (only if the form is sent in hard copy)

Date

(*) Delete as applicable