

## § 1. Definitions

1. Price - the Product price visible in the Online Store, including all price components, including VAT, excluding delivery costs.
2. Contact form - a form available on the website [lazyridabeats.com](http://lazyridabeats.com) that allows you to send a message to the Service Provider.
3. Contact form - a form available on the website that allows you to place an Order.
4. Customer - a person who uses the functionality of the Online Store intends to conclude or has concluded a Sales Agreement with the Service Provider.
5. Consumer - a natural person who performs a legal transaction with the entrepreneur not related directly to his business or professional activity.
6. Product - a physical, digital product or service available in the Online Store, which is the subject of the Sales Agreement between the Customer and the Service Provider.
7. Regulations - these Regulations of the Online Store.
8. Online store - the Service Provider 's online store operating at [www.lazyridabeats.com](http://www.lazyridabeats.com)
9. Service Provider - MITEL Mitura Wiesław, Wiesław Mitura ul. South 125, 08-110 Siedlce
10. Sales contract - Product sales contract concluded between the Customer and the Service Provider via the Online Store
11. Electronic service - a service provided electronically by the Service Provider to the Service Recipient via the Online Store.
12. Recipient a - a natural person, legal person or an organizational unit without legal personality, to which the law grants legal capacity, using the Electronic Service .
13. By order - for the performance of the Customer's will constituting an offer to conclude a Product Sales Agreement with the Service Provider

## § 2 . \_ General provisions :

1. These Regulations define the conditions for concluding Product Sales Agreements and the complaint procedure and the conditions for withdrawal from Sales Agreements, as well as the types and scope of services provided electronically by the online store operating at [www.lazyridabeats.com](http://www.lazyridabeats.com) rules for the provision of these

services, conditions for concluding and terminating contracts for the provision of electronic services .

2. Each Service Recipient, upon taking steps to use the services of the Online Store [www.lazyridabeats.com](http://www.lazyridabeats.com) is obliged to comply with the provisions of these Regulations.

3. In matters not covered by these Regulations, the provisions of generally applicable law shall apply, in particular:

3.1 of the Act on the provision of electronic services of July 18, 2002,

3.2 of the Act on consumer rights of 30 May 2014,

3.3 of the Act on out-of-court resolution of consumer disputes of September 23, 2016,

3.4 of the Civil Code of April 23, 1964.

### § 3. Conclusion of a sales contract.

1. Online store [www.lazyridabeats.com](http://www.lazyridabeats.com) sells Products via the Internet .

2. The products are free from physical and legal defects. The Service Provider provides a 1-month warranty for the Products

3. The information on the website of the Online Store does not constitute an offer within the meaning of applicable law. By placing an Order, the Customer submits an offer to the Service Provider to buy a specific Product under the conditions specified in the Product description in the Online Store.

4. Product prices visible in the Online Store include all price components, including VAT, excluding delivery costs

5. The Product price shown on the Online Store website is binding at the time of placing the Order by the Customer. Any changes to the Product prices in the Online Store, including promotions and discounts that took place after the date of placing the Order, do not affect the price set in the Order placed by the Customer .

6. Orders can be placed online by completing the Order Form .

7. The condition for placing an Order in the Online Store by the Customer is to set up a Customer account in the Online Store, read the Regulations and accept its provisions at the time of placing the Order .

8. In the event that the Service Provider is forced, prior to the commencement of the implementation of the Sales Agreement, for reasons beyond his control, to change the essential terms of the Sales Agreement with the Customer, he will immediately notify the Customer about it .

9. In the situation referred to in para. 8 above, the Customer has the right to :

9.1 accepting the amendment to the Sales Agreement proposed by the Service Provider, or

9.2 withdraw from the Sales Agreement with immediate return of all benefits provided by the Customer and without the obligation to pay any contractual penalty . The Customer is obliged to immediately inform the Service Provider about his decision. The execution of the Order will be suspended until the information is obtained from the Customer.

10. In the event of withdrawal from the Sales Agreement pursuant to paragraph 9 above or when the Service Provider cancels the performance of the Sales Agreement for reasons beyond the Customer's control, the Customer is entitled to an immediate refund of the entire amount paid to the Service Provider .

#### § 4.

1. The sales contract is concluded when the Customer places an Order (clicking the "Order and pay" button or another of a similar meaning), unless the description of the Product in the Online Store indicates otherwise
2. After placing the Order, the Service Provider immediately confirms its receipt and acceptance of the offer by sending an e-mail to the address provided by the Customer in the Order Form.
3. Confirmation of receipt of the Order includes :
  - 3.1 confirmation of all essential elements of the Order,
  - 3.2 All sound files and use license agreement.
4. Each Sales Agreement will be confirmed with an appropriate proof of purchase, which will be attached to the Product and / or sent by e-mail to the Customer's e-mail address provided in the Order Form .

#### § 5. Payment methods.

1. Service of the Product ordering process, including the payment for the Products and the implementation of the obligations referred to in § 3 and § 4 above, the Service Provider entrusted to the entity running PayPal and Stripe.
2. The Service Provider allows you to pay for the Order using the payment methods available in PayPal and Stripe.
3. After completing the Order in the Online Store, for its implementation, including payment, after clicking the appropriate button, the Customer will be redirected to the appropriate subpage .
4. To take advantage of all PayPal and Stripe features , including purchasing Products from the Service Provider through PayPal and Stripe.

5. In the case of payment via the electronic payment system, the Customer makes the payment before starting the Order. The electronic payment system allows you to make payments by credit card or a quick transfer from selected Polish and foreign banks .

6. The Sales Agreement will be performed only after the payment of the Price.

## § 6. Product complaint:

1. The basis and scope of the Service Provider's liability towards the Customer are specified in the Civil Code Act of April 23, 1964 ,

2. Complaints about the Product should be directed by the Customer to the Service Provider via e-mail to the following address: [lazyridabeats@gmail.com](mailto:lazyridabeats@gmail.com) or in writing to the Service Provider's address indicated in § 1 sec. 9 of the Regulations.

3. In the complaint, please provide as much information and circumstances as possible regarding the subject of the complaint, in particular the type and date of occurrence of irregularities and contact details .

4. The Service Provider will respond to the Customer's request immediately, no later than within 14 days from the date of filing the complaint .

5. The Service Provider will respond to the Customer's request immediately, no later than within 14 days from the date of filing the complaint .

6. In the event of a complaint from a Customer who is a Consumer or an entity referred to in § 7 para. 9. of the Regulations - failure to consider a complaint within 14 days of its submission is tantamount to taking it into account .

7. The response to the complaint is provided in accordance with the communication channel indicated by the Customer in the complaint .

## § 7. The right to withdraw from the contract.

1. Subject to paragraph 7 below, the Customer has the right to withdraw from the Sales Agreement without giving any reason within 14 days from the date of the Sales Agreement.

2. To exercise the right to withdraw from the Sales Agreement, the Customer must inform the Service Provider of his decision .

3. In order to withdraw from the Sales Agreement, the Customer may use the model withdrawal form attached to the Regulations.

4. To keep the deadline for withdrawing from the contract, it is enough for the customer to send an e- mail [to lazyridabeats@gmail.com](mailto:lazyridabeats@gmail.com) or the Service Provider's

address indicated in § 1 para. 9 of the Regulations, information on withdrawal from the Sales Agreement before the deadline to withdraw from the contract .

5. The Service Provider will return to the Customer all payments received from the Customer immediately, but not later than 14 days from the date on which the Service Provider was informed about the withdrawal from the Sales Agreement.

6. The reimbursement will be made by the Service Provider using the same payment methods that were used by the Customer to pay for the Order, unless the Customer agreed to a different solution .

7. The right to withdraw from a distance contract is not entitled to the customer in relation to contracts :

7.1 for the provision of services, if the Service Provider has fully performed the service with the express consent of the Buyer, who was informed prior to the commencement of the provision that after the Service Provider has fulfilled the service, he will lose the right to withdraw from the contract ;

7.2 in which the price or remuneration depends on fluctuations in the financial market over which the Service Provider has no control and which may occur before the deadline to withdraw from the contract ;

7.3 in which the subject of the service is a non-prefabricated item, manufactured according to the customer's specification or serving to satisfy his individual needs ;

7.4 in which the subject of the service is an item that deteriorates quickly or has a short shelf-life ;

7.5 in which the subject of the service is an item delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the packaging has been opened after delivery ;

7.6 in which the subject of the service are items that after delivery, due to their nature, are inseparably connected with other items ;

7.7 in which the subject of the service are sound or visual recordings or computer software delivered in a sealed package, if the package has been opened after delivery ;

7.8 for the delivery of newspapers, periodicals or magazines, with the exception of subscription contracts ;

7.9 for the provision of accommodation services, other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract indicates the day or period of service provision ;

7.10 delivery of digital content that is not stored on a tangible medium, if the performance began with the express consent of the Customer before the deadline to withdraw from the contract and after informing the Service Provider about the loss of the right to withdraw from the contract ;

8. Both the Service Provider and the Customer have the right to withdraw from the Sales Agreement in the event of the other party's failure to perform its obligations within a strictly defined period .

9. An entrepreneur running a sole proprietorship (this point does not apply to commercial companies) is protected under the applicable law, provided that the Sales Agreement or contracts for the provision of Electronic Services that he concludes with the Service Provider are not of a professional nature .

10. A person running a business referred to in paragraph 1. 9 above is protected only to the extent .

10.1 prohibited contractual provisions - the so-called abusive clauses,

10.2 liability under the warranty for physical and legal defects of the Product, in accordance with § 6 of the Regulations,

10.3 the right to withdraw from a distance contract, in accordance with § 7 of the Regulations.

11. The entrepreneur referred to in paragraph 1. 9 above loses the rights under consumer protection in the event that the Sales Agreement concluded with the Service Provider is of a professional nature, which results in particular from the subject of the economic activity performed by this entrepreneur, made available on the basis of the provisions on the Central Register and Information on Economic Activity .

## § 8. Type and scope of electronic services.

1. The Service Provider enables the use of Electronic Services via the Online Store, such as :

1.1 concluding Product Sales Agreements

1.2 sending a message via the Contact Form

1.3 creating an account / customer profile

1.4 ability to add comments

1.5 ability to rate products

1.6 newsletter

2. The provision of Electronic Services to the Customers of the Online Store takes place under the conditions specified in the Regulations .

3. The Service Provider has the right to post advertising content on the website of the Online Store. This content is an integral part of the Online Store and the materials presented therein .

## § 9. Conditions for the provision and conclusion of contracts for the provision of electronic services.

1. The provision of Electronic Services by the Service Provider is free of charge .

2. The period for which the contract is concluded:

- 2.1 the contract for the provision of Electronic Services consisting in enabling the submission of an Order in the Online Store is concluded for a definite period of time and is terminated when the Order is placed or the Customer ceases to submit it,
- 2.2 the contract for the provision of Electronic Services consisting in enabling the sending of a message to the Service Provider via the Contact Form is concluded for a definite period of time and is terminated when the message is sent or the Service Recipient ceases to send it
- 2.3 the contract for the provision of Electronic Services consisting in setting up an account / customer profile is concluded for a definite period of time and is terminated upon the liquidation of the customer account / profile
- 2.4 the contract for the provision of Electronic Services consisting in the possibility of adding comments is concluded for a definite period of time and is terminated when the Customer adds comments
- 2.5 the contract for the provision of Electronic Services consisting in enabling the evaluation of products is concluded for a definite period of time and is terminated when the Customer issues the product evaluation
- 2.6 the contract for the provision of Electronic Services consisting in the sending of the newsletter is concluded for a definite period of time and is terminated when the Customer resigns from the newsletter service

3. Technical requirements necessary for cooperation with the ICT system used by the Service Provider :

- 3.1 a computer (or mobile device) with Internet access,
- 3.2 access to e-mail,
- 3.3 Web browser,
- 3.4 enabling cookies and Javascript in the web browser.

4. The customer is obliged to:

- 4.1 use the Online Store in a manner consistent with the law and morality with respect for personal rights and intellectual property rights of third parties .
- 4.2 entering data consistent with the facts;
- 4.3 refrain from posting illegal content in the Online Store, in particular in the Contact Form or the Order Form;

## § 10. Complaints related to the provision of electronic services.

1. Complaints related to the provision of Electronic Services via the Online Store may be submitted by the Customer via e-mail to the following address:

[lazyridabeats@gmail.com](mailto:lazyridabeats@gmail.com) or the Service Provider's address indicated in § 1 para. 9 of the Regulations.

2. In the complaint, please provide as much information and circumstances as possible regarding the subject of the complaint, in particular the type and date of occurrence of irregularities and contact details .

3. The Service Provider will respond to the Customer's request immediately, no later than within 14 days from the date of filing the complaint,
4. In the event of a complaint from a Customer who is a Consumer or an entity referred to in § 7 para. 9. of the Regulations - failure to consider a complaint within 14 days of its submission is tantamount to taking it into account .
5. The response to the complaint is provided in accordance with the communication channel indicated by the Customer in the complaint .

## § 11. Intellectual property.

1. All content posted in the Online Store is protected by copyright and is the property of the Service Provider .
2. Any use by anyone, without the express written consent of the Service Provider, of any of the elements constituting the content and content of the Online Store is a violation of the Service Provider's copyright and results in civil and criminal liability.

## § 12. Final provisions.

1. Agreements concluded via the Online Store are concluded in accordance with Polish law.
2. In the event of non-compliance of any part of the Regulations with applicable law, the relevant provisions of Polish law shall apply in place of the challenged provision of the Regulations .
3. Any disputes arising from the Sales Agreements between the Service Provider and Consumers will be settled first by negotiation, with the intention of amicable settlement of the dispute, taking into account the Act on out-of-court settlement of consumer disputes. However, if this would not be possible or would be unsatisfactory for either party, disputes will be resolved by a competent common court, in accordance with para. 4 of this paragraph .
4. Court settlement of disputes :
  - 4.1 any disputes arising between the Service Provider and the Service Recipient (Customer) who is also a Consumer or entrepreneur, referred to in § 7 para. 9 of the Regulations, are submitted to the competent courts in accordance with the provisions of the Code of Civil Procedure ;
  - 4.2 any disputes arising between the Service Provider and the Service Recipient (Customer) who is not also a Consumer or an entrepreneur referred to in § 7 para. 9 of the Regulations, shall be submitted to the court having jurisdiction over the seat of the Service Provider .
5. The Customer who is a Consumer also has the right to use out-of-court dispute resolution, in particular by submitting, after the end of the complaint procedure, an



application to initiate mediation or an application for consideration of the case by an arbitration court (the application can be downloaded from the website <http://www.uokik.gov.pl/download.php?file=6223>). The list of Permanent Consumer Arbitration Courts operating at the Provincial Inspectorates of the Trade Inspection is available on the website: [http://www.uokik.gov.pl/wazne\\_adresy.php#faq596](http://www.uokik.gov.pl/wazne_adresy.php#faq596). The consumer may also use the free help of a powiat (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection. Out-of-court redress after the complaint procedure is completed is free of charge .

6. In order to resolve the dispute amicably, the consumer may, in particular, submit a complaint via the ODR (Online Dispute Resolution) internet platform, available at: <http://ec.europa.eu/consumers/odr/>

Attachment :

#### WITHDRAWAL FROM THE CONTRACT

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

Addressee: M ITEL Mitura Wiesław, Wiesław Mitura ul. South 125, 08-110 Siedlce.

I / We (\*) hereby inform / inform (\*) about my / our withdrawal from the contract of sale of the following items (\*) contract for the supply of the following items (\*) contract for specific work consisting in the performance of the following items (\*) / for the provision of the following service ( \*)

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

Name and surname of the consumer (s)

Consumer (s) address

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

Date

(\*) Delete as appropriate.