TERMS AND CONDITIONS OF DIMOVA LANGUAGE SCHOOL.

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§ 1 General provisions

1. The Website**.....** operating at..... (hereinafter referred to as: **the Website**) is provided by: Fundacja Rozwoju Przedsiębiorczości „Twój StartUp" with its registered office in Warsaw , ul. Żurawia 6/12 lok 766 00-503 Warsaw, correspondence address: Atlas Tower, Al. Jerozolimskie 123a, 18th floor, 00-217 Warsaw, entered the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS number: 0000442857, for which the following tax ID was assigned: 521-364-12-11, and REGON number: 146-433-467, BDO number: 000460502.
2. The provisions of these Terms and Conditons apply to activities performed for the "Twój StartUp" Foundation by an organized part of the enterprise named DiMova operating at the Branch of the Foundation for Enterprise Development "Twój StartUp", represented by Dmytro Lovtsov (e-mail address: dimova.kursy@gmail.com tel.: +48 577 179 853). The person indicated in this paragraph is appointed by Fundacja "Twój StartUp" as a contact person for the implementation of the provisions of these T&Cs.
3. These Terms and Conditions specify in particular:
   a) conditions of use of the Website,

b) terms and conditions for placing orders for Products available on the Website;
c) lead times and conditions for order completion;
d) conditions and forms of payment;
e) the Client's right to withdraw from the contract;
f) rules for submitting and considering complaints;
g) specific rights of the Client who is a consumer.

4. StartUp sells and provides Services through the Website, using means of remote communication. Contracts concluded by the Client with StartUp via the Website are distance contracts, within the meaning of the Consumer Rights Act of 30 May 2014.
5. The Client is entitled and obliged to use the Website in accordance with its intended use, the principles of social coexistence and good manners.
6. Browsing the Website does not require registration, and placing orders for Products by the Client on its own does not require registering an account.
7. The Terms and Conditions are available free of charge on the Website, in a form that allows them to be downloaded, displayed and saved.
8. The Client is obliged to read the Terms and Conditions. The use of the Website is only possible after reading and accepting the Terms and Conditions.
9. A Client may be a person with full legal capacity.
10. The following terms used in these Terms and Conditions will have meanings as set forth below:

    a) StartUp - Fundacja Rozwoju Przedsiębiorczości „Twój StartUp” ("Twój StartUp" Foundation) with its registered office in Warsaw, ul. Żurawia 6/12 lok 766 00-503 Warsaw, correspondence address: Atlas Tower, Aleje Jerozolimskie 123a, 18th floor, 00-217 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS number: 0000442857, for which the following tax ID (NIP) was assigned: 521-364-12-11, REGON: 146-433-467, BDO: 000460502;

    b) Client – a person using the Website, purchasing Goods or Services provided by StartUp on the Website;

    c) Consumer - every natural person who engages in a legal transaction for reasons different than their professional or business activities.

    d) Services – services provided by StartUp, offered to Clients through the Website, excluding Digital Services;

    e) Digital Service – a digital service within the meaning of Article 2(5a) of the Consumer Rights Act of 30 May 2014, provided by StartUp, offered to Client via the Website;

    f) Goods – movables sold by StartUp to Clients via the Website;

    g) Products – Goods, Services or Digital Services;

    h) Website – a website at https://www.dimova.pl/by means of which StartUp provides services electronically to the Client, as well as offers Products to Clients and enables concluding contracts;

    i) Contract – a contract concluded between StartUp and the Client via the Website;

j) Account – an individual account of the Client on the Website, enabling the use of the Services and Digital Services and signing contracts, after logging in;

k) Working days – all days excluding Saturdays, Sundays and public holidays;

l) web interface - any type of software, including a website or part thereof and an application, including a mobile application, operated by StartUp or on its behalf, which is used to provide Customers with access to StartUp's goods or services in order to conclude a transaction concerning these Goods or Services;

m) Terms & Conditions - these Terms & Conditions

11. In the event of a justified suspicion that the Client has provided false data, StartUp has the right to terminate the contract by notifying the Client accordingly.
12. In the event that the Client provides incorrect or inaccurate data, including in particular an incorrect or inaccurate address, StartUp will not be liable for any failure to deliver or delay in the delivery of the Goods or the failure to perform the Service or the Digital Service, to the fullest extent permitted by law.
13. The information contained on the Website, including in particular announcements, advertisements and price lists, does not constitute an offer within the meaning of Article 66 of the Act of 23 April 1964 - Civil Code. The information contained on the Website, however, constitutes an invitation to conclude a contract, described in art. 71 of the Civil Code.
14. StartUp will provide the Client who is a Consumer, in a clear and visible manner, immediately before placing an order by the Client, certain information, in particular about:
    a) the main features of the service, taking into account the subject of the service and the method of communication with the Client,
    b) the total price or remuneration for the service, including taxes, and, if the nature of the subject matter of the service does not allow to calculate their amount in advance, the manner in which they will be calculated, as well as the charges for transport, delivery, postal services and other costs, and if the amount of these charges cannot be determined, the obligation to pay them;
    c) the right to withdraw from the contract or the absence of such right, and in the case of distance contracts concluded via an online interface – also the existence and location of the withdrawal function referred to in § 11 paragraphs 4-5;
    d) the duration of the contract or the manner and grounds for terminating the contract - if it is concluded for an indefinite period of time or if it is to be automatically extended;
    e) minimum duration of the Client's obligations under the contract.
15. If StartUp provides for the possibility of accepting individual orders from Clients (on request), such orders may be placed by Clients via the StartUp e-mail address provided on the Website. In such a case, StartUp makes a quote and sends it to the e-mail address indicated by the Client.
16. The lead time for an individual order (on request) is 30 days from the conclusion of the Contract, unless StartUp has informed the Client, at the latest before placing the order, of a different date.

17. The Website is serving Clients in Poland,Belarus,Ukraine unless the offer in StartUp provides otherwise.

§ 2 Technical requirements necessary to use the Website

1. Website browsing requirements:
   a) terminal device with Internet access,
   b) a web browser enabling the acceptance of cookies; for example Internet Explorer, Microsoft Edge, Google Chrome, Mozilla Firefox, Opera or Safari in the current version;
   c) acceptance of necessary cookies.
2. To use the functionality of the Website, in particular to register on the Website or place orders for Products, an active e-mail account is necessary.
3. The Website uses cookies in order to properly perform the Services, as well as to ensure security. Blocking cookies, as well as the use of external applications used to block them, may result in improper operation of the Website, as well as prevent the proper implementation of the Service, for which StartUp will not be responsible.

§ 3 Sale of Goods - conditions and lead times

1. StartUp concludes contracts for the sale of Goods with Clients via the Website. On the basis of the sales contract, StartUp undertakes to transfer the ownership of the Goods to the Client and hand over the Goods to him, and the Client_undertakes to collect the Goods and pay the price to StartUp.
2. In order to place an order, the Client indicates the Goods in which he is interested, by using the "Add to cart" command on the website of the given Goods or other equivalent wording, and then indicates the data, delivery and payment method.
3. The cart offers the Client the following options:
   a) adding and removing goods and their quantity;
   b) entering the address to which the Goods are to be delivered and the data necessary to issue an invoice;
   c) choosing the delivery method;
   d) choosing the payment method;
   e) adding a discount code (if applicable).
4. The Client places an order by confirming the order by selecting the button marked with the words "order with obligation to pay" or other equivalent wording.
5. Placing and approving the order entails the Clients's obligation to pay the price of the Goods and delivery costs. The confirmation of the order by StartUp is the moment of concluding the sales contract between StartUp and the Client.
6. Shipment of the purchased Goods is carried out within 30 business days from the moment of confirmation of payment on the StartUp bank account, unless the Terms and Conditions contain different provisions or StartUp informed the Client immediately before placing the order about a different date.

7. The Goods purchased on the Website are sent to the address provided by the Client.
8. Orders via the Website can be placed 24 (say: twenty-four) hours a day, 7 (say: seven) days a week. Orders placed on Saturdays, Sundays or public holidays will be considered only on the next working day.
9. In the event that it is possible to execute only part of the order, StartUp may, before confirming the order, propose the Client:
   a) cancellation of the entire order (if the Client chooses this option, StartUp will be released from the obligation to complete the order);
   b) cancellation of the order in the part in which it is not possible to complete it within the declared lead time (if this option is chosen by the Client, the order will be executed in part, while StartUp will be released from the obligation to execute it in the remaining scope);
   c) delivery of an alternative service to be agreed with the Client. The alternative service order, after approval by the Client, will be considered final;
   d) order splitting and setting a new deadline for this part of the order, the implementation of which is not possible within the originally set deadline (if the Client chooses this option, the goods will be sent in several shipments, and the Client will bear additional costs related to splitting the order into several shipments).
10. In the absence of the Goods ordered by the Client or the inability to fulfil the Client's order for other reasons, StartUp will inform the Client by sending information to their e-mail address within 7 (say: seven) days from the conclusion of the contract.
11. If the payment for the Goods that cannot be delivered in whole or in part has been made in advance, StartUp will refund the amount paid (or the difference) to the Client within 14 (say: fourteen) days from the date of conclusion of the contract, on the terms specified in detail in the Terms and Conditions.
12. StartUp may post on the Website, in relation to particular Goods, information on the number of business days during which the shipment with the purchased Goods will be sent. The information in question is the time counted from the confirmation of the order to the dispatch of the ordered Goods. The lead time is declared taking into account the date of completion of all ordered Goods.

§ 4 Liability for non-compliance of the Goods with the contract

1. The provisions of this paragraph of the Terms and Conditions, in accordance with the provisions of Chapter 5a of the Consumer Rights Act of 30 May 2014 apply to StartUp's liability for non-compliance of the Goods with the contract concluded with:
   a) a Consumer, or
   b) a natural person concluding a contract directly related to their business activity, when it follows from the content of this contract that they do not have a professional nature for this person, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity (CEiDG).
2. StartUp undertakes that the offered Goods are free from physical and legal defects.

3. The Client has the right to lodge a complaint in the event of non-compliance of the Goods with the contract.
4. The Client submits a complaint in writing or as a document to the StartUp e-mail address.
5. A complaint regarding defective Goods may contain one of the following requests:
   a) repair of the Goods;
   b) replacement of the Goods.
6. If the goods are not in conformity with the contract, the Client may submit a statement of price reduction or withdrawal from the contract when:
   a) StartUp refused to bring the goods into conformity with the contract in accordance with Article 43d (2) of the Consumer Rights Act of 30 May 2014;
   b) StartUp did not bring the goods into conformity with the contract in accordance with Article 43d (4) - (6) of the Consumer Rights Act of 30 May 2014;
   c) the lack of conformity of the goods with the contract still occurs despite the fact that StartUp attempted to bring the goods into conformity with the contract;
   d) the lack of conformity of the goods with the contract is so significant that it justifies a reduction in the price or withdrawal from the contract without prior use of the remedies specified in Article 43d of the Consumer Rights Act of 30 May 2014;
   e) it is clear from the StartUp statement or circumstances that it will not bring the goods into conformity within a reasonable time or without undue inconvenience to the consumer.
7. The complaint regarding defects in the Goods will be considered within 14 (say: fourteen) days of its receipt.
8. In the event that StartUp does not respond to the complaint within the deadline, it is assumed that the complaint has been accepted.
9. StartUp informs the Client about the outcome of the complaint on paper or other durable medium.
10. If the complaint regarding the Goods is accepted, StartUp will - depending on the Client's request - repair the Goods, exchange the Goods, reduce the price or refund the entire amount paid by the Client in connection with its withdrawal from the contract.
11. StartUp will refund the amount due to the Client using the same method of payment used by the Client, unless the Client has expressly agreed to another method of refund that does not entail any costs for the Client. StartUp will issue the Client an appropriate correction of the proof of purchase (VAT correcting invoice or corrective specification).
12. The liability of StartUp is limited to the value of the Goods covered by the contract. The liability of StartUp for damage caused by non-performance or improper performance of the Digital Service or failure to deliver digital content does not include lost profits.
13. To the extent not covered by the Terms and Conditions, the rights and obligations of the Client and StartUp in the event of a defect in the goods / non-performance / improper performance of the contract by StartUp will be determined by the relevant provisions of generally applicable law, in particular the Consumer Rights Act and the Civil Code.

14. StartUp's liability for defects in Goods, Services and Digital Services is excluded in the case of contracts concluded for the benefit of a Client who is not:
    a) a Consumer;
    b) a natural person concluding a contract directly related to their business activity, when it follows from the content of this contract that they do not have a professional nature for this person, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity (CEiDG).
15. The goods offered by StartUp may be covered by the manufacturer's warranty. The warranty is used on the terms set out in the warranty statement. StartUp does not provide its own guarantee for the goods offered.

§ 5 Provision of Services

1. StartUp provides Services to Clients, the type, scope and detailed description of which are indicated on the Website. The services consist in particular of teaching foreign languages, both in person and online
2. Services are provided in the manner indicated on the Website, in particular on the website related to a given Service.
3. StartUp provides information on the Website on how the Client places an order for Services. In order to submit an order, the Client specifies the Services of their interest and then provides data necessary for the conclusion of the contract or service provision, including the method of the service provision (if applicable) and the payment method.
4. If a button or similar function is used to place an order on the Website, they are marked in an easily legible way with the words "order with obligation to pay" or other equivalent unambiguous wording.
5. Placing and approving the order entails the Client's obligation to pay remuneration for the Services and any extra charges. The confirmation of the order by StartUp is the moment of concluding the sales contract between StartUp and the Client.
6. The Client is informed about the date of commencement and termination of the provision of Services prior to the concluding of the contract, in particular via the Website.
7. If, at the express request of the Client, the performance of the Service is to begin before the deadline for withdrawal from contract, signed out of the company's office, StartUp requires the Client to submit the following statement:
    a) comprising such an explicit request on a durable medium;
    b) that the Client has taken note of the information about the loss of the right to withdraw from the contract upon its full performance by StartUp .
8. In the event that the Client does not consent to the commencement of the provision of the Service before the expiry of the termination period, the provision of the service will take place after the expiry of the termination period by the Client, unless StartUp

on the Website does not offer the Clients the possibility of concluding contracts without giving such consent.

9. The Client may terminate the contract for the provision of Services, in writing or in documentary form, with two-weekly notice period with effect at the end of the calendar month.
10. StartUp may terminate the contract for the provision of Services, in writing or in documentary form, with a 1-month notice period with effect at the end of the calendar month, for important reasons. The Parties recognize important reasons to be in particular:
    a) cessation or decision of StartUp to cease functioning of the organized part of the StartUp enterprise, indicated in § 1;
    b) a significant change or decision of StartUp on a significant change in the subject of activity of the organized part of the StartUp enterprise, specified in § 1;
    c) significant reorganization in the StartUp company;
    d) occurrence of failures or difficulties (in particular technical ones), not attributable to StartUp, preventing or significantly hindering the provision of Services to the Client;
    e) delay of the Client in payment of remuneration to StartUp;
    f) material breach of the contract or the Terms and Conditions by the Client.

§ 6 Liability for non-compliance of the Services with the contract

1. A complaint regarding Services provided contrary to the contract should contain a request, depending on the nature of the Service.
2. A complaint regarding the non-compliance of the Service with the contract will be considered within 14 (say: fourteen) days of its receipt.
3. In the event that StartUp does not respond to the complaint within the deadline, it is assumed that the complaint has been accepted.
4. StartUp informs the Client about the outcome of the complaint on paper or other durable medium.
5. If the complaint regarding the Service is accepted, StartUp performs the Service in a correct manner, returns all or part of the remuneration received to the Client or provides other services to the Client, depending on the type of Service and the circumstances of the case.
6. The liability of StartUp is limited to the value of the non-performed or improperly performed Service. The liability of StartUp for damage caused by non-performance or improper performance of the Digital Service or failure to deliver digital content does not cover lost profits.
7. StartUp's liability for defects in the Services, as well as non-performance / improper performance of the contract concluded with the Client, is excluded in the case of contracts concluded for the benefit of a Client who is not:
    a) a Consumer;

b) a natural person concluding a contract directly related to their business activity, when it follows from the content of this contract that they do not have a professional nature for this person, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity (CEiDG).

§ 7 Contracts for the provision of digital content or a digital service.

1. The provisions of this paragraph and the next paragraph of the Terms and Conditions, in accordance with the provisions of Chapter 5b of the Act of 30 May 2014 on consumer rights, apply to Contracts for the provision of digital content or digital Service concluded with:
   a) a Consumer, or
   b) a natural person concluding a contract directly related to their business activity, when it follows from the content of this contract that they do not have a professional nature for this person, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity (CEiDG).
2. StartUp provides information on the Website on how the Client places an order for digital services. To submit an order, the Client specifies the digital services of their interest and then provides data necessary for the conclusion of the contract or service provision, including the method of the digital service provision (if applicable) and the payment method.
3. If a button or similar function is used to place an order on the Website, they are marked in an easily legible way with the words "order with obligation to pay" or other equivalent unambiguous wording.
4. Placing and approving the order entails the Client's obligation to pay for the digital services and any extra charges. The confirmation of the order by StartUp is the moment of concluding the sales contract between StartUp and the Client.
5. StartUp will provide the Client with digital content or a digital service immediately after the conclusion of the contract, unless the parties have agreed otherwise, in particular a different date has been indicated on the Website for a given Digital Service. The provision does not apply if the contract provides for the delivery of digital content on a tangible medium. In the event that the Client does not consent to the performance of the service before the deadline for withdrawal from the contract, the delivery of the service takes place after the expiry of this deadline.
6. StartUp informs that the consent referred to in the previous paragraph results in the loss of the Client's right to withdraw from the contract.
7. StartUp may, for important reasons, implement a change in the digital content or digital service that is not necessary to maintain its compliance with the contract. Important

reasons include, in particular, the important interest of the Client or StartUp. StartUp informs the Client in a clear and understandable way about the change made. If the change significantly and negatively affects the Client's access to or use of the digital content or digital service, StartUp is obliged to inform the Client in advance on a durable medium about the properties and date of the change and the right to terminate the contract without notice. The Client may terminate the contract without notice within 30 days from the date of the change.

8. The Client may terminate the contract for the provision of digital services, in writing or in documentary form, with two-weeks notice period with effect at the end of the calendar month.
9. StartUp may terminate the contract for the provision of digital services, in writing or in documentary form, with a 1-month notice period with effect at the end of the calendar month, for important reasons. The Parties recognize important reasons to be in particular:
    a) cessation or decision of StartUp to cease functioning of the organized part of the StartUp enterprise, indicated in § 1;
    b) a significant change or decision of StartUp on a significant change in the subject of activity of the organized part of the StartUp enterprise, specified in § 1;
    c) significant reorganization in the StartUp company;
    d) occurrence of malfunctions or significant difficulties (in particular technical ones) in the functioning of the Website, not attributable to StartUp;
    e) delay of the Client in payment of remuneration to StartUp;
    f) material breach of the contract or the Terms and Conditions by the Client.
10. To the extent not covered by this paragraph, the provisions of Chapter 5b of the Consumer Rights Act will apply.

§ 8 Liability for non-compliance of digital content or digital service with the contract.

1. If StartUp has not provided digital content or digital services, the Client will remind them to provide these services. If StartUp does not deliver the digital content or digital service immediately or within an additional period expressly agreed by the parties, the Client may withdraw from the contract. The provision does not apply if the contract provides for the delivery of digital content on a tangible medium.
2. StartUp is responsible for non-compliance with the contract of digital content or digital service provided:
    a) in whole or in parts, which existed at the time of their delivery and became apparent within two years from that time;
    b) in a continuous manner, which became apparent or occurred in the agreed service provision period.

3. If the digital content or digital service is not in conformity with the contract, the Client may request that it be brought into conformity with the contract.
4. StartUp may refuse to bring the digital content or digital service into conformity if it is impossible or would require excessive costs for StartUp to bring the digital content or digital service into conformity.
5. If the digital content or the digital services are not in conformity with the contract, the Client may submit a statement of price reduction or withdrawal from the contract when:
    a) it is impossible or requires excessive costs to bring the digital content or digital service into conformity with the contract pursuant to Article 43m (2) and (3) of the Consumer Rights Act;
    b) StartUp has failed to bring the digital content or digital service into conformity with the contract in accordance with Article 43m (4) of the Consumer Rights Act;
    c) the lack of conformity of the digital content or digital service with the contract persists even though StartUp attempted to bring the digital content or digital service into conformity with the contract;
    d) the lack of conformity of the goods with the contract is so significant that it justifies a reduction in the price or withdrawal from the contract without prior use of the remedies specified in Article 43m of the Consumer Rights Act;
    e) it is clear from the StartUp statement or circumstances that it will not bring the goods into conformity within a reasonable time or without undue inconvenience to the Client.
6. The reduced price must be in such proportion to the contract price as the value of the non-conforming digital content or digital service remains to the value of the non-conforming digital content or digital service. If the contract stipulates that the digital content or digital service is supplied in parts or continuously, the time during which the digital content or digital service was not in conformity with the contract will be taken into account when the price is reduced.
7. The Client cannot withdraw from the contract if the digital content or digital service is provided in exchange for payment of the price and the lack of conformity of the digital content or digital service with the contract is irrelevant.
8. In the event of the Client's withdrawal from the contract, StartUp may request the return of the tangible medium on which it delivered the digital content within 14 days from the date of receipt of the Client's statement of withdrawal from the contract. The Client will return the medium immediately.
9. In the event of withdrawal from the contract by the Client, StartUp is obliged to return the price only in the part corresponding to the content or digital service inconsistent with the contract and digital content or digital service, the obligation to provide which has been eliminated as a result of withdrawal from the contract.

10. StartUp will refund the amount due to the Client using the same method of payment used by the Client, unless the Client has expressly agreed to another method of refund that does not entail any costs for the Client.
11. StartUp's liability is limited to the value of the Digital Content or Digital Service to be provided. The liability of StartUp for damage caused by non-performance or improper performance of the Digital Service or failure to deliver digital content does not include lost profits.
12. A complaint regarding the non-compliance of the Service with the contract will be considered within 14 (say: fourteen) days of its receipt.
13. In the event that StartUp does not respond to the complaint within the deadline, it is assumed that the complaint has been accepted.
14. StartUp informs the Client about the outcome of the complaint on paper or other durable medium.
15. StartUp's liability for non-compliance with the digital content or Digital Service contract, as well as non-performance/improper performance of the contract concluded with the Client, is excluded in the case of contracts concluded with a Client who is not:
    a) a Consumer;
    b) a natural person concluding a contract directly related to their business activity, when it follows from the content of this contract that they do not have a professional nature for this person, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity (CEiDG).

§ 9 Product Prices and Delivery Cost

1. The prices included in the Products offered on the Website are gross prices, i.e. they include value added tax (VAT). Prices are given in Polish currency (Polish Zloty, PLN).
2. The price of a given Product does not include shipping costs.
3. The shipping costs will be borne by the Client, unless the content of the StartUp offer on the Website provides otherwise.
4. The total amount that the Client has to pay in connection with the purchase of the selected goods consists of the price and the cost of delivery.
5. If on the Website on a given Product site or in the course of placing an order by the Client, StartUp has not specified a different way of fulfilling the performance, the methods of delivery of the Products are as follows:
    a) in the case of Goods – sending to the address provided by the Client or by personal collection at the StartUp premises;
    b) in the case of Digital Services - to the e-mail address provided by the Client;
    c) in the case of other Services – in the manner specified on the Website of a given Service or in the course of placing an order by the Client, resulting in particular from the type of Service.
6. On the Website, StartUp provides, at the latest at the beginning of the Client's order, clear and legible information about restrictions on the delivery of the Product.

§ 10 Payment methods

1. On the Website, StartUp clearly indicates, at the latest at the beginning of the Client's order, clear and legible information about restrictions on the payment methods.
2. If on the Website - on a given Product site or in the course of placing an order by the Client, StartUp has not specified a different method of payment, the Client will make the payment in one of the following ways:
   a) by bank transfer using one of the electronic payment systems accepted by StartUp, allowing you to make quick order payments such as Przelewy24;
   b) by ordinary bank transfer to the account indicated by StartUp.
3. In order to be able to use one of the electronic payment systems, the Client must accept the terms and conditions of use of the electronic payment system. The list of electronic payment systems available on the Website is available at the time of order completion.
4. The refund is made in the same way as the payment was made by the Client, unless the Client has expressly agreed to a different method of return, which does not involve any costs for him.
5. StartUp does not allow Clients to make cash payments.

§ 11 Right of termination

1. The provisions of this paragraph will apply to a Client who is a Consumer, or to a natural person concluding a contract with StartUp directly related to their business activity, when the content of this contract shows that they do not have a professional nature for that person, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity (CEiDG).
2. The Client indicated in paragraph 1 has the right to withdraw from the contract without giving a reason and incurring costs, unless the provisions of generally applicable law or the provisions of these Terms and Conditions provide otherwise. The contract from which the Client indicated in paragraph 1 has withdrawn will be considered never concluded.
3. To terminate the contract, it is sufficient to submit a statement of termination of the contract and send it to StartUp within 14 (say: fourteen) days.
4. The Client indicated in paragraph 1, who concluded the Agreement via the online interface, may withdraw from the Agreement by submitting a declaration of withdrawal, also using the withdrawal function. This declaration may apply to selected Goods or Services.
5. To withdraw from the Agreement in the manner referred to in paragraph 4, the Client completes the declaration of withdrawal using the withdrawal function available on the Website and then submits this declaration to StartUp using the confirmation of withdrawal function.

6. The notice period will commence:
    a) for the Contract under which StartUp issues the Goods, being obliged to transfer its ownership - from taking possession of the Goods by the Client or a third party other than the carrier indicated by him, and in the case of the contract, which:
        - includes many Goods that are delivered separately, in batches or in parts - from taking possession of the last Goods, batches or parts thereof,
        - consists in regular delivery of the Goods for a specified period - from taking possession of the first of the Goods;
    b) for other contracts - from the date of concluding the contract.
7. To meet the deadline to withdraw from the contract, it is sufficient:
    a) to send a written statement to the StartUp address indicated in the Terms and Conditions or the Website, or
    b) to send a statement in documentary form to the StartUp e-mail address indicated in the Terms and Conditions or the Website, or
    c) completing the declaration of withdrawal from the contract using the withdrawal function referred to in paragraphs 4-5 above and submitting it to StartUp using the confirmation of withdrawal function.
8. StartUp immediately sends the Client, on a durable medium, a confirmation of receipt of the statement of withdrawal from the contract, submitted electronically.
   If the Client submits a declaration of withdrawal from the contract using the confirmation of withdrawal function referred to in paragraphs 4-5 above, StartUp shall immediately send him a confirmation of receipt of the declaration of withdrawal from the contract, including its content and the date and time of its submission on a durable medium.
9. In the event of termination of the contract, the Client must return the purchased Product immediately, no later than within 14 (say: fourteen) days of termination, unless StartUp has offered to collect the Goods itself. To meet the deadline, it is enough to send the goods before its expiry. The costs of returning the goods are borne by the Client.
10. In the event of withdrawal from the contract by the Client, StartUp is obliged to reimburse the Client for the amount paid for the Product and the shipping costs to the Client, within no more than 14 (say: fourteen) days from the date of receipt of the notice. However, if the Client has chosen a method of delivery of the Product other than the cheapest method offered on the Website for a given order, StartUp is not obliged to reimburse the Client for the additional costs incurred.
11. StartUp will refund the amount due to the Client using the same method of payment as used by the Client, unless the Client has expressly agreed to another method of refund that does not entail any costs for the Client.
12. Startup may withhold the return of payments received from the Buyer until the Product is received back or the Buyer provides evidence of its return, whichever occurs first.
13. If the Client has sent a statement of withdrawal before receiving the order confirmation from StartUp, the order is cancelled.

14. The Client is responsible for reducing the value of the Goods as a result of using them in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Goods.
15. The Client is not entitled to withdraw from the contract in the cases indicated in the Act of 30 May 2014 on consumer rights, in particular in relation to contracts:
    a) for the provision of services for which the consumer is obliged to pay the price if the entrepreneur has fully performed the service with the express and prior consent of the consumer who was informed before the commencement of the provision that after the performance by the entrepreneur he will lose the right to withdraw from the contract, and has taken this into account;
    b) where the price or remuneration depends on fluctuations of the financial market over which the Seller has no control and which may occur before the expiry of the withdrawal period;
    c) where the subject of the service is non-prefabricated goods, produced according to the specifications of the consumer or serving to meet his individual needs;
    d) where the subject of the service is goods that are perishable or have a short shelf life;
    e) the subject matter of the contract is an item delivered in a sealed package which cannot be returned after its opening for health protection or hygienic reasons, if the package has been opened after delivery;
    f) in which the subject matter of the performance are things which after delivery, due to their nature, are inseparably connected with other things;
    g) in which the subject of the contract consists of alcoholic beverages, the price of which has been agreed upon the conclusion of the Sale Contract, and which can be delivered only after 30 days and the value of which depends on fluctuations in the market, over which the Seller has no control;
    h) in which the Consumer expressly requested the Seller to come to him for urgent repair or maintenance; if the Seller provides additional services other than those requested by the Consumer, or supplies products other than spare parts necessary for repair or maintenance, the right to withdraw from the Sale Contract is available for the Consumer with regard to such additional services or items;
    i) in which the subject matter of the supply are sound or visual recordings or computer programs supplied in sealed packaging if the packaging has been opened after delivery;
    j) for supply of newspapers, periodicals, and magazines, with the exception of subscription contract;
    k) concluded by public auction;
    l) for the provision of accommodation, other than for residential purposes, the carriage of goods, car rental, catering, services related to leisure, entertainment,

sports or cultural events, if the contract includes date or period of the service provision;

m) for the supply of digital content not supplied on a tangible medium, for which the consumer is obliged to pay the price, if the entrepreneur began the service with the express and prior consent of the consumer, who was informed before the start of the service that after the performance by the entrepreneur he will lose the right to withdraw from the contract, and he took this into account, and the entrepreneur provided the consumer with the confirmation referred to in Article 15 (1) and (2) or Article 21 (1) of the Consumer Rights Act.

n) for the provision of services for which the consumer is obliged to pay the price, in cases when the consumer has explicitly requested the entrepreneur to come to him for repair, and the service has already been fully performed with the express and prior consent of the consumer.

16. StartUp will also correct the previously provided proofs of purchase (VAT correcting invoice or corrective specification).

§ 12 Reimbursement of payments made by the Client

StartUp will make a refund, within 14 (say: fourteen) calendar days, using the same payment methods that were used by the Client for payment, unless the Client has expressly agreed to another method of refund, which does not involve any costs for him, in the case of:

a) termination of the contract in whole or in part (in which case the relevant part of the price is refundable) in the case of an order paid in advance before its implementation;
b) accept the complaint and the inability to repair the damaged Goods or replace them with a new one or provide a Digital Service/Service in accordance with the contract;
c) recognition of the right to request a reduction in the price of the Product.

§ 13 Newsletter

1. The Client may consent to receive commercial information, including commercial information sent by electronic means, by selecting the appropriate option in the registration form or on the website. In the case of such consent, the Client will receive the Shop's newsletter (Newsletter) to the e-mail address provided by the Client.
2. The Client may unsubscribe from the Newsletter at any time by submitting a StartUp unsubscribe .

§ 14 StartUp contact details

The Client may contact StartUp in one of the following ways:

1) by phone, at: +48 577 179 853
2) by e-mail, to the following e-mail address: dimova.kursy@gmail.com

§ 15 Final provisions

1. StartUp informs that the use of services provided electronically is associated with threats resulting from the generally available nature of the Internet, including, in particular the possibility of obtaining or modifying the Client's transmitted data by unauthorized third parties. In order to minimize the above threat, the Client should apply appropriate security measures, including, in particular the use of antivirus programs, have current versions of web browsers and operating systems and do not use open access points.
2. To the fullest extent permitted by law, StartUp is not responsible for the blocking by mail server administrators of sending messages to the e-mail address indicated by the Client and for the deletion and blocking of e-mail messages by software installed on the computer used by the Client.
3. StartUp is not responsible for the devices and infrastructure used by the Client, including the malfunction of public ICT networks, causing, for example, the lack of or interference in access to the Website.
4. StartUp informs that the display of the visualisation of the Products in the Client's ICT system, when using the Website, depends on a number of factors, including the type of display matrix, aspect ratio, resolution, method of its backlighting, technologies used and efficiency of control electronics and settings. Discrepancies between the visualisation available in the Client's ICT system and the actual appearance of the Product cannot be the basis for a complaint.
5. StartUp informs that all trademarks (logos, logos, brand names, etc.), graphic materials or photos posted on the Website are subject to legal protection and are used by StartUp for information purposes only.
6. To the fullest extent permitted by law, StartUp will not be liable for disruptions, including interruptions, in the functioning of the Website caused by force majeure, unauthorized actions of third parties or incompatibility of the Website with the Client's technical infrastructure.
7. StartUp reserves the right to temporarily suspend the operation of the Website, in particular in order to carry out maintenance, development or modernization works.
8. All names of Products offered on the Website are used for identification purposes and may be protected or reserved under the provisions of the Industrial Property Law.
9. StartUp points out that the Website contains content protected by intellectual property law, in particular works protected by copyright (content posted on the Website, graphic layout, graphics, photos, etc.). Clients and visitors to the Website undertake to comply with the intellectual property rights (including proprietary copyrights and industrial property rights such as rights arising from the registration of trademarks) of StartUp and third parties. The Client or a visitor to the Website is solely responsible for non-compliance with the provisions of this section.
10. The Client may not post illegal content, content inconsistent with applicable law, immoral or infringing the welfare of third parties on the Website, and may not publish links to pornographic, obscene or insulting the dignity of other people.

11. The Client is obliged to refrain from any activity that could affect the proper functioning of the Website, in particular from any interference in the operation of the Website or its technical elements.
12. StartUp undertakes to inform the registered Website Clients about any change in the Terms and Conditions by sending an e-mail to the e-mail address provided during registration, and the Client will be able to delete the Account at any time after receiving such information. Amendments to the Terms and Conditions will not affect contracts concluded before the date of entry into force of the amendments.
13. In matters not covered by the Terms and Conditions, the applicable provisions of Polish law will apply, in particular the provisions of:
    1) of the Civil Code of 23 April 1964 ;
    2) of the Consumer Rights Act of 30 May ;
    3) The Electronic Services Act of 18 July 2002;
14. Disputes related to the contracts concluded on the basis of the Terms and Conditions will be settled by the court competent for StartUp. This provision does not apply to contracts concluded with the Consumer.
15. The use of a specific method of out-of-court dispute settlement is only possible with the mutual consent of the Foundation and the Beneficiary. Detailed procedures for out-of-court dispute settlement between the Foundation and the Beneficiary are available on the website of the Office of Competition and Consumer Protection: www.uokik.gov.pl, on the websites of the Provincial Inspectorates of Trade Inspection as well as at district (municipal) consumer ombudsman.
16. The Terms and Conditions come into force on : 14.09.2026 3

Out-of-court dispute resolution statement

In accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on ODR in consumer disputes), Fundacja Rozwoju Przedsiębiorczości "Twój Startup" with its registered office in Warsaw hereby provides an electronic link to the ODR (online dispute resolution) online platform: https://webgate.ec.europa.eu/odr. The ODR platform enables out-of-court settlement of disputes between entrepreneurs and consumers. Settlement of disputes by this method is voluntary.

SAMPLE CONTRACT TERMINATION LETTER

(complete and submit this form only if you wish to terminate the contract)

……
(Name of the person submitting the letter)
……
……
(address of the person submitting the letter)

Fundacja Rozwoju Przedsiębiorczości
"Twój StartUp"
Atlas Tower, Al. Jerozolimskie 123a, 18th floor,
02-017 Warsaw
Mailing address:
dimova.kursy@gmail.com…

TERMINATION

I, the undersigned, hereby withdraw from the following contract:

1. Contract day
2. Contract / order number…….
3. Subject of the contract

……
Client's Signature

Date:

SAMPLE LETTER OF COMPLAINT

(this form should only be completed and returned if you wish to submit a complaint)

……

(Name of the person submitting the letter)

……

……

(address of the person submitting the letter)

Fundacja Rozwoju Przedsiębiorczości
"Twój StartUp"
Atlas Tower, Al. Jerozolimskie 123a, 18th floor,
02-017 Warsaw
Service address:
st.Kazimierza Wielkiego 67, room 127, 50-077
Wrocław…

COMPLAINT

I, the undersigned, hereby submit a complaint regarding the contract/order of.....……. no. ……. , the subject of which was

The reason for the complaint:

(please describe the reason for the complaint)

In view of the above, I request ……

……
Client's Signature

Date: