**Online Store Terms and Conditions**
**VIZJA**SHOP

**I. General information**

1. *Vizja Shop* online store operating at <https://vizja.shop>(hereinafter: Store) is a platform run by the University of Economics and Human Sciences in Warsaw (further: AEH or UEHS) with the registered office in Warsaw at ul. Okopowa 59, 01-043, REGON 017280390, NIP [Tax ID] 525-22-08-719, entered in the register of non-public higher education institutions kept by the Minister of Science and Higher Education, register no. 261. Phone: 22 536 54 11, available Monday to Friday 2:00 p.m. - 3:00 p.m.

2. These Terms and Conditions (hereinafter: Terms and Conditions or T&C) define the principles of using the Store, conditions of placing orders for products available in the Store, time and principles of processing orders, conditions and forms of payment, buyer's rights to withdraw from the purchase agreement and rules for filing and processing complaints.

3. A *Buyer* is a natural person, a legal person, or an organizational unit with legal capacity, placing an order in the Store. The natural person referred to above is a person of legal age and has full legal capacity (hereinafter: Buyer).

4. Buyer, by confirming an order in the Store, states that they are familiar with the content of the T&C and accepts the provisions contained therein.

5. UEHS, to the fullest extent permitted by law shall not be liable for interruptions in the functioning of the Store caused by force majeure, unauthorized third-party activity, or incompatibility of the Store with the technical infrastructure of the Buyer.

**II. Technical requirements**

In order to use the Store, including browsing the Store's product range and placing orders, the following are required:

1. a terminal device with internet access and a web browser (e.g., Safari, Chrome, Microsoft Edge, Firefox) with JavaScript support enabled,
2. an e-mail account,
3. cookies enabled,
4. FlashPlayer installed.

**III. Prices and payment**

1. All prices are in PLN (Polish złoty) and include VAT.

2. The Store reserves the right to change prices of products on offer, to introduce and withdraw products from the Store's offer, to carry out and cancel promotional campaigns on the Store's websites, or to introduce changes in them.

3. Any price changes and cancellations of promotional campaigns do not apply to products ordered prior.

4. The Buyer may choose the following forms of payment for the ordered products:

a) bank transfer to the UEHS account: 13 1090 1056 0000 0001 4398 5544
with the transfer title “Vizja Shop, *order number*”,

b) PayU – card or bank transfer payment service

**III. Account**

1. Browsing products and their prices, as well as making their purchase is possible without registering in the Store.

2. In order to register an account it is necessary to:

a) fill in the registration form available at https://vizja.shop/moje-konto/,

b) indicate the desired login/name,

c) indicate the e-mail address,

d) indicate the password,

e) confirmation and acceptance of the provisions of the *Vizja Shop* online store’s T&C and Privacy Policy,

f) consent to the processing of personal data to the extent necessary for the execution of an order.

2. After completing the conditions indicated in sec. 1, the Buyer receives a message to the e-mail address indicated during registration with a confirmation of customer account registration. In order to confirm the intention to create an account, it is necessary to confirm the registration in accordance with the instructions contained in the e-mail.

3. A customer account can be used 24 hours a day and 7 days a week.

4. UEHS shall exercise due diligence to ensure that the Store operates in an uninterrupted manner. UEHS reserves the possibility of interruptions in the functioning of the Store, in particular in order to update data, perform system maintenance or other maintenance work, which UEHS will announce on the Store page.

5. The Store reserves that there may occur a temporary unavailability of a product in the colors, size, language version, quantity, etc., requested by the customer, Information about the temporary unavailability of the Product shall be made available on the Store's website.

6. A customer account is valid indefinitely. Account creation confirmation referred to in sec. 2 is tantamount to a conclusion of an account access agreement between the customer and the Store, according to the T&C.

7. The customer may delete their personal account by using the “Delete account” option in the “My account” tab. Upon deletion, the agreement referred to in paragraph 6 shall be terminated.

8. Any changes to the customer's account can be made by the customer using the “My Account” tab, which becomes available after logging in using the account.

9. A client uses the data referred to in sec. 2 to log into their account, specifically the login/name and password.

10. If the customer loses their password, they can recover their ability to log in to their customer account using their e-mail address provided on the registration form.

**IV. Placing and processing orders**

1. Product information presented on the Store's website does not constitute an offer within the meaning of the Civil Code. They constitute an invitation to conclude a sales agreement.

2. Orders are accepted 24 hours a day, 7 days a week.

3. Acceptance of the order in the case of an order paid by bank transfer is carried out upon receipt of payment. The Buyer shall be notified when UEHS receives the payment. If the whole amount due is not credited to the Store's bank account within 7 days from the date of placing the order, the order is cancelled.

4. The store reserves the right not to fulfill the order or its part in case the ordered product is missing, of which the buyer will be immediately informed.

5. Orders for registered users using the customer account:

1) in order to place an order in the Store through a customer account it is necessary to:

a) log into the client's account using account login and password,

b) choose a given product by adding it to the cart,

c) indicate the method of delivery from among those made available by the Store, the place of delivery of the product, and VAT invoice details,

d) choose a form of payment from those made available by the Store,

2) confirmation of the order using the “place order" button,

3) the cost of delivery is shown to the Buyer when placing an order,

4) before confirming the order, the Buyer receives a summary of the order, together with an indication of the total price of the order, calculated by adding the prices of individual products and the cost of their delivery to the address specified by the Buyer,

5) confirmation of the availability of the products and additional information related to the purchase order execution are sent to the Buyer's e-mail address,

6) the moment the Store receives the payment for the product to the account, a sales agreement is concluded between UEHS and the Buyer,

7) If a customer wishes to make changes to the order after its confirmation, the Buyer shall immediately contact the Store using the data specified in point 1 sec. 1 of the T&C in order to determine the extent of the change and the new value of the order. It is not possible to change an order after it has been shipped to the Buyer.

6. Ordering without registering an account:

1) in order to place an order in the Store without registering an account, the Buyer must:

a) choose a given product by adding it to the cart,

b) accept the T&C of the Vizja Shop online store;

c) indicate their e-mail address;

d) choose one of the delivery options made available by the Store;

e) provide a delivery address (if applicable);

f) choose one of the available payment methods available by the Store.

2) in order to place an order, the Buyer should accept the contents of the shopping cart,

3) the provisions of sec. 5 points 2) - 7) shall apply accordingly.

7. An order shall be regarded as *placed* only if the order form contains all data allowing for correct identification of the Buyer.

**V. Order processing time**

1. Orders are processed from Monday to Friday between 2:00 p.m. and 4:00 p.m.

2. The total order realization time includes: shipping time + expected delivery time.

3. Order processing may not exceed 14 days, counted from the moment of order confirmation. If that 14-day time limit will be exceeded, the Buyer shall be notified immediately. The University of Economics and Human Sciences in Warsaw is obliged to immediately inform the Buyer about the reason for extending the order processing time and to specify a new approximate order processing time. The Buyer can refuse the new delivery date. In such an event, neither party shall be liable to the other for failure to complete the order.

4. When ordering products with different delivery times, the Buyer has the option to request that the products be delivered separately or that all products be delivered when the entire order is completed.

**VI. Order shipping**

1. Orders are shipped within the territory of Poland and abroad.

2. Shipment is carried out by a courier service; alternatively, orders can also be collected in person. In case of the latter, the Buyer shall receive an e-mail to the e-mail address indicated in the order form, stating that the order is available for pickup.

3. Shipping costs depend on the weight of the ordered products. The cost of shipping within Poland is automatically added to the order amount.

4. The cost of shipping abroad is calculated individually depending on the weight of ordered goods, as well as the destination; the cost of shipping will be presented to the Buyer for approval.

**VII. Agreement withdrawal, product return**

1. The Buyer who is a natural person or who concludes an agreement directly related to their business activity, when the content of this agreement shows that it is not of a professional nature for them, resulting in particular from the subject of their business activity (hereinafter: Consumer), made available on the basis of the provisions of the CEiDG [Central Registration and Information on Business], may withdraw from the sales agreement within 14 days without providing a reason.

2. The period referred to in sec. 1 shall begin from the date of delivery of the product to the Consumer or to the person designated by the Consumer.

3. In the case of an order that includes several products that are delivered separately, in batches or in parts, the time limit indicated in sec. 1 shall run from the delivery of the last item, batch or part.

4. To withdraw from the sales agreement for the purchase of the products in the Store, the Consumer must submit a statement (Annex No. 1) before the 14-day period expires to:

**Vizja Shop**
**University of Economics and Human Sciences in Warsaw**
**ul. Okopowa 59**
**01-043 Warsaw**

5. The statement, as above, should indicate where and how the money is to be returned.

6. The consumer is obliged to return the item without delay, but no later than 14 days from the date of withdrawal. To meet the deadline, it is enough to send the item back before the deadline.

7. Returned goods cannot bear traces of use, must have the original tag and be in original packaging.

8. Right of withdrawal from an agreement concluded at a distance does not apply to the Consumer in relation to agreements:

1) for the provision of services, where the entrepreneur has performed the service in full, with the prior consent of the consumer who was informed that after the performance of the service they will use their right to withdraw from the agreement;

2) in which the price or remuneration is dependent on fluctuations in the financial market which are not controlled by the trader and which may occur before the end of the deadline for withdrawal;

3) in which the subject matter is a unique item produced according to the consumer's specification or serving to satisfy their individual needs;

4) in which the subject matter is an item that is subject to rapid deterioration or has a short shelf life;

5) in which the subject matter is an item delivered in a sealed package that cannot be returned after opening the package due to health protection or hygienic reasons, if the package has been opened after delivery;

6) in which the subject matter involves things which after the delivery, due to their nature, are inseparably connected with other things;

7) where the subject matter involves alcoholic beverages, the price of which has been agreed upon at the conclusion of the sales agreement, and the delivery of which may only take place after 30 days and the value of which depends on fluctuations in the market which the entrepreneur does not control;

8) in which the consumer has explicitly requested the entrepreneur to arrive in person for the purpose of carrying out urgent repairs or maintenance; if the entrepreneur provides services in addition to those requested by the consumer, or goods other than replacement parts necessarily used in carrying out the repairs or maintenance, the consumer shall have a right of withdrawal in respect of those additional services or goods;

9) in which the subject matter involves sound or visual recordings or computer programs supplied in sealed packaging, if the packaging has been opened after delivery;

10) for the supply of newspapers, periodicals, or magazines, except subscriptions;

11) concluded through public auction;

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

13) for the supply of digital content which is not recorded on a tangible medium if the performance has begun with the consumer's consent before the end of the period for withdrawal from the contract and after the entrepreneur has informed them about the loss of the right of withdrawal.

9. Store returns the amount equal to the price of the goods and shipping costs to the Consumer. Refunds are made within 14 days of receipt of the return shipment, by bank transfer to the account specified by the Consumer or via postal order to the address specified in the order.

10. The consumer is liable for any decrease in the value of the product resulting from use of the product beyond that which is necessary to establish the nature, characteristics and functioning of the product.

11. If the Consumer has chosen a method of delivery of the product other than the cheapest ordinary method of delivery available in the Store, UEHS is not obliged to reimburse the Consumer for the additional costs incurred by the Consumer.

12. The consumer shall bear the direct costs of returning the product.

**VIII. Complaints**

1. The basis and scope of the Store's liability to the Buyer if the product sold has a physical or legal defect (implied warranty for defects) are set out in generally applicable laws, in particular the Civil Code of Poland.

2. In the event of delivery of a non-conforming or defective product, please inform us via e-mail: shop@vizja.pl

3. Complaints shall be investigated immediately, however no later than within 14 days from the date of their submission. If the data or information given in the complaint need to be supplemented, the Store will ask the Buyer to supplement the complaint accordingly; the time limit for the recognition of the complaint will be calculated taking into account the delay counted from the date of receipt of the appropriate supplements from the Buyer.

4. If, in order for UEHS to respond to the complaint of the Buyer or exercise the Buyer's rights under warranty it is necessary to deliver the product to the Store, the Buyer shall be requested by the Store to deliver the product at the expense of UEHS to the following address: ul. Okopowa 59, 01-043 Warsaw

5. If replacement goods are agreed upon, the costs of delivery of the new goods shall be borne by UEHS.

6. Warranty does not cover natural wear and tear of products, changes due to failure to follow laundry instructions. The warranty also does not cover dimensional changes, up to 10% from original dimensions, of products made of natural fibers: cotton, wool.

7. Detailed information about the possibility of using out-of-court complaint handling and claim investigation procedures by the Consumer, as well as the rules of access to these procedures are available at the offices and websites of poviat (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Voivodeship Inspectorates of Trade Inspection (WIIH) and at the following website addresses of the Polish Office of Competition and Consumer Protection:

http://www.uokik.gov.pl/spory\_konsumenckie.php; http://www.uokik.gov.pl/sprawy\_indywidualne.php http://www.uokik.gov.pl/wazne\_adresy.php.

8. The Consumer has the following example options for out-of-court complaint and claims:

1) The consumer is entitled to apply to a Permanent Consumer Arbitration Court referred to in art. 37 of the Act of 15 December 2000 on Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to resolve a dispute arising from the contract concluded with the Store,

2) The Consumer is entitled to apply to the voivodeship inspector of the Trade Inspection, in accordance with art. 36 of the Act of 15 December 2000 on Trade Inspection (Journal of Laws of 2014, item 148 as amended), with a request to initiate mediation proceedings for an amicable settlement of a dispute between the Consumer and the Store,

3) The Consumer may obtain cost-free assistance in resolving a dispute between them and the Store; cost-free assistance of poviat (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (such as Federacja Konsumentów [Polish Consumer Federation], Stowarzyszenie Konsumentów Polskich [Association of Polish Consumers]).

**IX. Personal data protection**

1. UEHS is the Controller of the Buyer's personal data collected via the Store.

2. Buyer's personal data collected by the Controller through the Store are collected for the purposes of sales agreement’s realization, and if the Buyer consents to it - also for marketing purposes.

3. The recipients of the Buyer's personal data may include:

1) if the Buyer uses a courier delivery method in the Store, the Controller shall make the Buyer's personal data available to a selected carrier or agent performing the delivery as requested by the Controller,

2) if the Buyer uses electronic or credit card payment method in the Store, the Controller shall make the collected personal data of the Buyer available to the selected entity handling the aforementioned payments in the Store.

4. The Buyer has the right to access their data and correct them.

5. Providing personal data is voluntary, although failure to providepersonal data specified in the Terms and Conditions, which are necessary to conclude a sales agreement, shall result in the impossibility to conclude such a contract.

6. 1The Buyer has the right to withdraw their consent to data processing. Withdrawal of consent for processing can be made via e-mail: shop@vizja.pl. The exercise of the right to withdraw consent shall not affect the lawfulness of the processing that has taken place until the withdrawal of consent

7. The Buyer has the right to lodge a complaint to the supervisory authority, which is the President of the Personal Data Protection Office.

8. Personal data will be processed and stored for the time necessary to fulfil the purpose and until the consent is withdrawn, after which time it may be processed and stored for the period of limitation of possible claims.

**X. Final provisions**

1. These Terms and Conditions shall come into force on 1.10.2021 and its provisions shall apply to all orders placed after that date.

2. In matters not covered by these Terms and Conditions, the provisions of, among others, the Civil Code of Poland, the Polish Consumer Rights Act, Act on Provision of Electronic Services and Personal Data Protection Act will apply, in addition to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

Annex No. 1

………………………………

Place, date

………………………………………

Consumer’s first and last name

………………………………………

………………………………………

Consumer's address

**Vizja Shop**
**University of Economics and Human Sciences in Warsaw**
**ul. Okopowa 59**
**01-043 Warsaw**

**Declaration**

**of withdrawal from an agreement concluded remotely**

I declare that, in accordance with art. 27 of the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014, item 827), **I withdraw from the agreement** concluded on .................... regarding the purchase of the following products: ...........

……………………………………………

Date and consumer’s signature