

TERMS AND CONDITIONS OF THE ONLINE SHOP

WWW.SHOP.DAILYARTMAGAZINE.COM

I. GENERAL PROVISIONS

1. These Terms and Conditions (the "Terms and Conditions") set forth the principles of **WWW.SHOP.DAILYARTMAGAZINE.COM** online shop (the "Online Shop"), rules and procedures for entering into distance sales agreements via the Online Shop and terms and conditions for the provision of free-of-charge electronic services by Zuzanna Stańska, conducting business activity under the registered business name ZUZANNA STAŃSKA MOISEUM pursuant to the entry in the Central Registration and Information on Business of the Republic of Poland, principal place of business: al. Wojska Polskiego 27/38, 01-515 Warsaw, NIP: 5252357537, REGON 145989375 (the "Seller").
2. The Terms and Conditions apply both to consumers and entrepreneurs using the Shop.
3. **The Seller may be contacted at the following e-mail address: shop@dailyartmagazine.com, in writing at the place of business activity, al. Wojska Polskiego 27/38, 01-515 Warsaw, and by telephone at +48514312324**

II. DEFINITIONS

1. **Delivery** - delivery of the ordered Goods by the Seller to the Customer as part of the Seller's performance. Delivery is made using the services of an external supplier (Poczta Polska);
2. **Business day** - one day from Monday to Friday, excluding bank holidays;
3. **Customer** - a natural person with a full capacity to make legal acts, a legal person or an organizational unit without a legal personality, but with a legal capacity and capacity to make legal acts, using the Shop;
4. **Consumer** - a natural person within the meaning of Article 221 of the Act of 23 April 1964 the Civil Code (i.e. Journal of Laws of 2019, item 1145), entering into an agreement with the Seller, the subject matter of which is not directly related to its business or professional activity;
5. **Customer Account** - means an individual panel for each Customer, launched for the Customer by the Seller, after the Customer has registered and concluded an agreement to provide the service of maintaining the Customer Account;
6. **Shopping cart** - a function available in the Online Shop, enabling the Customer to place an order. Using the Shopping Cart, the Customer indicates the Goods and their number, calculates the total value of the order and the cost of Delivery;
7. **Entrepreneur** - a natural person, a legal person and an organizational unit that is not a legal person, but has legal capacity and capacity to make legal acts, performing business activity on its own behalf;
8. **Terms and Conditions** - these terms and conditions of the Online Shop;
9. **Registration** - means an actual operation performed in the manner provided for in the Terms and Conditions, required from the Customer in order to use certain functionalities of the Online Shop;
10. **Online Shop** - the online shop of the Seller, available at the following address: www.shop.dailyartmagazine.com
11. **Seller** - the owner of the online shop - Zuzanna Stańska, conducting business activity under the registered business name ZUZANNA STAŃSKA MOISEUM pursuant to the entry in the Central Registration and Information on Business of the Republic of Poland, principal place of business: al. Wojska Polskiego 27/38, 01-515 Warsaw, NIP: 5252357537, REGON 145989375;
12. **Goods** - movable items being the subject matter of sale conducted through the Online Shop;
13. **Sales Agreement** - an agreement for the sale of Goods entered into between the Seller and the Customer.

III. TECHNICAL REQUIREMENTS FOR THE USE OF THE ONLINE SHOP

1. In order to use the Online Store it is required to have:
 - a) terminal equipment with access to the Internet, equipped with a web browser with *cookies* enabled.
 - b) an active e-mail account (e-mail).
2. The Seller makes use of the *cookie* mechanism, which are stored by the Seller's server on the hard drive of the Customer's terminal equipment when the Customer uses the website of the Online Store. The *Cookie* Policy is available in a separate document at: shop.dailyartmagazine.com/?page_id=215.

IV. SHOP TERMS AND CONDITIONS

1. It is forbidden for the Customer to use the Online Shop, the Online Shop website or free-of-charge services provided by the Seller in a manner which violates the law, good manners or personal rights of third parties.
2. It is forbidden to use the resources and functionalities of the Online Shop in order to conduct activities by the Customer which violate the interests of the Seller, e.g. by conducting advertising activities of other entrepreneurs or goods; activities consisting in posting content not related to the activities of the Seller, or posting false or misleading content.
3. It is recommended that Customers use antivirus and identity protection software and do not make individual passwords available to other persons.

V. REGISTRATION OF THE CONSUMER ACCOUNT

1. In order to create a Customer Account, a free Registration is required. However, the Registration is not compulsory in order to place an order in the Online Shop..
2. In order to perform the Registration, the Customer shall fill in the registration form available on the website of the Online Shop, and then send the electronically filled in registration form to the Seller by selecting the appropriate functionality included in the registration form, the "*Create an account*", "*Sign up*", "*Register*" button. During the Registration process, the Customer creates an individual access password.
3. After sending the filled in registration form, the Customer receives an e-mail confirmation of the Registration to the e-mail address provided in the form. At the same time, an agreement for the provision of electronic services to maintain the Customer Account is entered into. After the Registration, the Customer may at any time change the recorded data or delete it permanently.

VI. TERMS AND CONDITIONS OF ENTERING INTO A SALES AGREEMENT

1. The information included in the Online Shop Website does not constitute an offer of the Seller within the meaning of the Civil Code, but only an invitation to Customers to submit offers to enter into a Sales Agreement.
2. The Customer may place orders in the Online Shop 7 days a week, 24 hours a day.
3. The Customer places an order via the website of the Online Shop in the following manner:
 - a) adds the Goods he/she is interested in to the cart by selecting the appropriate "*Add to cart*" command under the given Goods;
 - b) after adding all the Goods to the cart, he/she selects the method of Delivery, the method of payment, and the intention to issue a VAT invoice;
 - c) places an order by sending an order form to the Seller by selecting the "*Pre-order now*" or "*Buy now*" button on the Website of the Shop;

Each time before sending the order to the Seller, the Customer is informed about the total price for the selected Goods and the Delivery, as well as about all additional costs the Customer is obliged to incur in relation to the Sales Agreement.

4. After placing an order, the Seller:

- a) sends to the e-mail address provided by the Customer a confirmation of placing the order;
 - b) then sends to the e-mail address provided by the Customer the information that the order has been accepted for processing.
5. Placing an order constitutes placing an offer by the Customer to the Seller to enter into a Sales Agreement for Goods specified in the order. Information on the acceptance of the order for processing is the Seller's statement on the acceptance of the offer and at the moment of its receipt by the Customer the Sales Agreement is entered into.
6. After entering into the Sales Agreement, the Seller confirms to the Customer its terms and conditions by sending them to the Customer's e-mail address or in writing to the address indicated by the Customer during the Registration or when placing an order.

VII. PAYMENTS

1. The prices of the Goods are in US dollars and include all components, including Value Added Tax (VAT), at an indicated rate, subject to paragraph 2 below.
2. Prices of Goods displayed in the Online Shop do not include shipping costs.
3. The Customer can pay the price:
 - a) through PayPal system;

VIII. DELIVERY

1. The Seller carries out the Delivery on the territory of the Republic of Poland and overseas in the following forms: shipment by Poczta Polska by sending the Goods to the address indicated in the order form.
2. On the website of the Online Shop, the Seller provides information on the number of Business Days needed for the Delivery and the processing of the order.
3. On the date of sending the Goods, the Seller shall send to the Customer's e-mail address information confirming the sending of the shipment by the Seller. If the Customer has selected the appropriate option by filling in the order form, the Seller shall attach to the shipment a VAT invoice including the Goods delivered.
4. The Customer shall be obligated to inspect the delivered Goods in time and in the manner accepted for shipments of a given type. In the event of any damage, the Customer has the right to demand that the employee of Poczta Polska write an appropriate report or a memo.
5. If the Customer is not available at the address indicated by the Customer, specified at the time of placing the order as the Delivery address, the employee of Poczta Polska will leave a notification or attempt to contact the Customer by phone in order to determine the date on which the Customer will be present. In the case of returning the ordered Goods to the Online Shop by the Supplier, the Seller will contact the Customer electronically or by phone, setting again the date and cost of Delivery with the Customer.

IX. RIGHT TO RESCIND THE SALES AGREEMENT

1. The Customer who is a Consumer has the right to rescind the Sales Agreement without giving any reason in the period of 14 days from the date of receipt of the Goods.
2. The consumer exercises the right to rescind the Sales Agreement by submitting a statement of rescission. This statement may be made:
 - a) in writing to the correspondence address of the Seller or by e-mail to the Seller's e-mail address indicated in Clause I of these Terms and Conditions, the template of which has been placed by the Seller on the Website of the Shop at the following address: shop.dailyartmagazine.com/?page_id=215 It is sufficient for the time limit to be observed that the statement has been sent before its expiration; or

- b) by making a statement of rescission using the form made available on the website at the following address: shop.dailyartmagazine.com/?page_id=215. It is sufficient for the time limit to be observed that the statement has been sent before its expiration. The Seller shall immediately confirm to the Consumer the receipt of the form submitted via the website.
3. The Consumer is obligated to return the Goods to the Seller immediately, but no later than within 14 days from the date on which he rescinded the Sales Agreement. In order to observe the time limit, it is sufficient to send the Goods back to the Seller's address before the expiration of the time limit.
 4. In the event of exercising the right of rescission, the Sales Agreement shall be deemed not to have been entered into. If the statement of rescission of the Sales Agreement was made prior to its acceptance by the Seller, the offer ceases to be binding.
 5. The Seller is obligated to return all payments made by the Consumer, including the costs of Goods Delivery to the Consumer, forthwith, not later than within 14 days from the date of receipt of the Consumer's statement of rescission of the Sales Agreement. The Seller may withhold the return of payments received from the Consumer until the receipt of the Goods or delivery of proof of return of the Goods by the Consumer, depending on which event occurs earlier.
 6. The Seller shall reimburse the funds using the same method of payment as the Consumer, unless the Consumer has expressly agreed to another method of reimbursement which does not involve any costs to the Consumer.
 7. In the case of rescission, the Customer who is a Consumer shall bear only the direct costs of returning the Goods. If the Consumer exercising the right of rescission has chosen a method of delivery of the Goods other than the cheapest usual method of Delivery offered by the Seller, the Seller is not obligated to reimburse the Consumer for any additional costs incurred by the Consumer.
 8. The Consumer shall be liable for any reduction in the value of the Goods resulting from their use in a manner exceeding the manner necessary to determine the nature, features and functioning of the Goods.

X. SALE WARRANTY

1. The Seller shall ensure the Delivery of Goods free from physical and legal defects. The Seller shall be liable towards the Customer if the Goods have a physical or legal defects (warranty). The principles of Seller's liability under the warranty for defects of the Goods are specified in the provisions of Articles 556-576 of the Civil Code.
2. The Customer exercising the warranty rights shall be obligated to deliver the defective Goods to the Seller's address. In the case of a Customer who is a Consumer, the cost of delivery shall be covered by the Seller.
3. The Seller shall be liable under warranty if a physical defect is found within two years from the date of delivery of the Goods to the Customer. Claim for removal of a defect or for replacement of the Goods with Goods free of defects expires at the end of a year, but this period cannot end before the expiry of the period specified in the first sentence. Within this period, the Customer may withdraw from the Sales Agreement or make a statement on price reduction due to a defect in the Goods. If the Customer has requested the replacement of the Goods with Goods free from defects or the removal of defects, the period for withdrawal from the Sales Agreement or submission of a declaration on price reduction begins at the moment of ineffective expiry of the period for the replacement of the Goods or the removal of defects.

XI. COMPLAINTS

1. Any complaints related to the Goods or the performance of the Sales Agreement, as well as complaints related to the use of free of charge services provided electronically, the Customer may direct in writing or by e-mail to the correspondence address or e-mail address of the Seller given in Section I of the Terms and Conditions. The Customer should describe the problem and the content of the request when submitting a complaint.

2. The Seller shall respond to the complaint within 14 days from the date of receipt of the request containing the complaint.

XII. FREE-OF-CHARGE SERVICES

1. The Seller provides the following free of charge services to Customers by electronic means: Contact form and maintenance of the Customer Accounts. These services are provided 7 days a week, 24 hours a day.
2. The Seller reserves the right to choose and change the type, form, time and manner of granting access to the services listed above by way of amending the Terms and Conditions.
3. The service of the Contact Form consists in sending a message to the Seller by means of a form available on the website of the Online Shop.
4. The service of maintaining the Customer Account requires making a Registration on the principles described in the Terms and Conditions and consists in making a dedicated panel available to the Customer via the Online Shop. The Customer Account enables modification of the data provided by the Customer during the Registration, tracking the status of orders and the history of completed orders.
5. The Seller may block access to the Customer Account and discontinue the provision of free-of-charge services, in the case of action by the Customer to the detriment of the Seller or other Customers, violation by the Customer of the law or the provisions of the Terms and Conditions, as well as when it is justified for security reasons - in particular when the Customer takes action of a hacking nature. Blocking access to the Customer Account and free-of-charge services for the above reasons lasts for a period necessary to resolve the issue constituting the basis for blocking access to the Customer Account and free-of-charge services. The Seller notifies the Customer about blocking access to the Customer Account and free of charge services by electronic means to the address provided by the Customer in the registration form.

XIII. RESIGNATION FROM FREE-OF-CHARGE SERVICES - TERMINATION OF THE AGREEMENT

1. Both the Customer and the Seller may terminate the agreement on the provision of services by electronic means at any time and without giving reasons. Termination of the agreement in this manner does not deprive the other party of the rights acquired before the termination of the agreement.
2. Resignation from the free of charge service by the Customer The Contact Form is possible at any time and consists in the discontinuation of sending messages to the Seller.
3. Resignation by the Customer from the service of maintaining the Consumer Account is possible by clicking on the "Delete Account" button on the website. The Customer who has made the Registration, may also terminate the agreement for the provision of services electronically by sending to the Seller an appropriate declaration of intent, using any means of distance communication, enabling the Seller to become acquainted with the declaration of intent of the Customer.
4. The request to remove the Customer Account by the Seller shall be executed by the Seller within 7 days of the request.
5. The Seller shall terminate the contract for the provision of electronic services by sending to the Customer an appropriate declaration of intent to the e-mail address provided by the Customer during the Registration.

XIV. SELLER'S LIABILITY

Seller is liable for non-performance or improper performance of the agreement, but in the case of agreements entered into with customers who are Entrepreneurs, the Seller is liable only in the case of wilful damage and within the limits of losses actually suffered by the Customer who is an Entrepreneur.

XV. PROTECTION OF PERSONAL DATA

Provisions concerning the protection of personal data are included in the Privacy Policy available at the following address: <http://dailyartmagazine.com/shop/Privacy%20Policy.html>

XVI. DISPUTE RESOLUTION

1. Should any dispute arise under the agreement, the parties agree to resolve the matter amicably. The law applicable to the resolution of any disputes arising in connection with the Terms and Conditions shall be the Polish law.
2. The Seller shall inform the Customer who is the Consumer about the possibility of using out-of-court methods of examining complaints and pursuing claims. The principles of access to these procedures are available in the offices or on the websites of entities entitled to out-of-court dispute resolution. These may be, in particular, consumer ombudsmen or Regional Trade Inspectorates, the list of which is available on the website of the Office of Competition and Consumer Protection.
3. The Seller hereby notifies that an on-line platform for dispute resolution between consumers and businesses at EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr/>.

XVII. FINAL PROVISIONS

1. The Terms and Conditions are available on the website of the Online Shop at https://www.shop.dailyartmagazine.com/?page_id=215 where they may be downloaded from as a .pdf file, printed or saved on a carrier.
2. The Seller reserves the right to amend these Terms and Conditions, as well as the right to make ongoing changes in the prices of the Goods and the prices of shipping of the Goods to Customers. Each amendment does not violate the rights of persons who placed orders on-line or entered into a sales agreement before making any of the aforementioned amendments.
3. All orders accepted by the Seller for processing before the date of entry into force of the new Terms and Conditions are processed on the basis of the Terms and Conditions, which were in force on the date of placing the order by the Customer.
4. The amendment to the Terms and Conditions shall enter into force within 7 days from the date of publishing on the Website of the Shop. The Seller shall inform the Customer 7 days prior to the entry into force of the new Terms and Conditions about the amendment to the Terms and Conditions by means of an e-mail message with a link to the wording of the amended Terms and Conditions. If the Customer does not accept the new content of the Terms and Conditions, the Customer is obligated to notify the Seller of this fact, which results in termination of the agreement.
5. The Terms and Conditions become effective on 15.10.2019.