

Terms of Service

Hello there!

Thank you for visiting this store and taking an interest in my work. I hope that the illustrations you've seen here brought beauty and hope to your life. If you want to have them even closer to you or give them to someone important to you, please feel free to shop!

Thanks to your support, I can operate and create as a small, independent artist. Thank you!

Now let's get to the formalities. First, my full registration data as the store administrator and seller: Magdalena Olechny conducting non-registered activity (in accordance with the *Act of 6 March 2018 – Entrepreneurs' Law*), VAT EU: PL5472220616; delivery address: al. Armii Krajowej 220 pawilon 2 pok. 202, 43-316 Bielsko-Biala, Poland.

Below you will find the terms of service, in which there is information on (among others) the method of placing an order leading to the conclusion of the contract, details on the implementation of the contract, forms of delivery and payment available in the store, the procedure of withdrawal from the contract or complaint proceedings.

In case of any comments, questions, or doubts, I am at your disposal at: contact@magdalenaolechny.com or phone number: +48791389773. I provide customer service from Monday to Friday from 9 AM to 4 PM CET.

Best regards and happy shopping!

Magdalena Olechny

§ 1 Definition of terms

In these Terms of Service, the following terms are used:

1. **Agreement** – an agreement concluded between the Seller and the Buyer, the subject of which is the provision of Electronic Services or the sale of Goods to the Buyer;
2. **Buyer** – a natural person, a legal person, or an organizational unit with legal capacity, in particular, a Consumer or Consumer Entrepreneur;
3. **Consumer** – a natural person concluding an Agreement with the Seller not related directly to its business or professional activity;
4. **Consumer Entrepreneur** – a natural person concluding an Agreement with the Seller directly related to its business activity, when the content of this contract shows that it does not have a professional nature for that person, resulting in particular from the subject of its business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity;
5. **Digital Content** – data produced and delivered in digital form;
6. **Digital Services** – services that allow the Buyer to:
 - a. production, processing, storage, or access to data in digital form;
 - b. joint use of data in digital form that was sent or created by the Buyer or other users

- of the Digital Service;
c. other forms of interaction using digital data;
7. **Electronic Services** – all electronic services provided by the Seller to the Buyer via the Store. Digital Services are a type of Electronic Services.
 8. **Goods** – all movable items offered by the Seller in the Store;
 9. **Goods with Digital Elements (GwDE)** – Goods offered by the Seller, containing Digital Content or Digital Service, without which the Goods are unable to function properly. Digital Content or Digital Services may be provided by the Seller or a third party;
 10. **Outlet Goods** – Goods in relation to which the Buyer has been clearly informed that a specific feature of the Goods deviates from the typical requirements for compliance with the Agreement, e.g. in terms of completeness, quality, functionality, etc.;
 11. **Pre-sale** – the process of collecting orders by the Seller for Goods that will be available for sale from a specified date and concluding Agreements before the planned date of introducing the Goods for sale;
 12. **Price** – value expressed in monetary units that the Buyer is obliged to pay the Seller for the Goods;
 13. **Seller** – Magdalena Olechny conducting non-registered activity (in accordance with the Act of 6 March 2018 – Entrepreneurs’ Law), VAT EU: PL5472220616; delivery address: ul. Spółdzielców 41/133, 43-303 Bielsko-Biała, Poland.
 14. **Store** – online store, available at <https://www.magdalenaolechny.com/> and other paths connected to this domain,
 15. **Terms of Service** – these terms of service, available at <https://www.magdalenaolechny.com/terms-of-service>,
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§ 2 Introductory Provisions

1. The Seller conducts retail sales of Goods through the Store, while also providing Electronic Services to the Buyer. The Buyer may purchase the Goods indicated on the Store’s website or specified in the Pre-Sale.
2. The Terms of Service define the rules and conditions of using the Store, as well as the rights and obligations of the Seller and Buyers.
3. To use the Store, in particular, to place an order, it is not necessary for the Buyer’s computer equipment or software to meet any specific technical conditions. Sufficient are:
 - a. Internet access,
 - b. standard, up-to-date operating system,
 - c. standard, up-to-date web browser with cookies enabled,
 - d. having an active e-mail address.
4. If, in order to use the Goods or GwDE, it is necessary to meet additional technical conditions other than those indicated in section 3, the Seller will inform the Buyer about this before placing the order, e.g. by including technical requirements in the description of the Goods or GwDE.
5. The Agreement for the Sale of Goods cannot be concluded anonymously or under a pseudonym. The Buyer should provide true and complete personal data in order to conclude such an Agreement.

6. When using the Store, it is prohibited to provide illegal content, in particular by sending such content via the forms available in the Store.
 7. For the avoidance of doubt, the Seller indicates that:
 - a. Agreements relating to the sale of Goods are agreements requiring the transfer of ownership of the Goods, to which the provisions of Chapter 5a of the Act of May 30, 2014 on Consumer Rights apply;
 - b. Agreements relating to the sale of GwDE are agreements requiring the transfer of ownership of the Goods, to which the provisions of Chapter 5a apply and the provisions of Chapter 5b of the Act of May 30, 2014, on Consumer Rights do not apply;
 - c. Agreements relating to Electronic Services may (but do not have to) be agreements for the supply of digital content or digital service, to which the provisions of Chapter 5b of the Act of May 30, 2014 on Consumer Rights apply.
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§ 3

Electronic Services regarding the Store

1. The Seller provides Electronic Services to the Buyer.
2. The basic Electronic Service provided to the Buyer by the Seller is to enable the Buyer to place an order in the Store, which leads to the conclusion of a Sales Agreement with the Seller. It is possible to place an order without having an account in the Store.
3. If the Buyer decides to subscribe to the newsletter, the Seller provides the Buyer with an Electronic Service consisting of sending the Buyer e-mails containing information about the Seller's new products, promotions, products, or services. Subscription to the newsletter is done by completing and sending the newsletter subscription form or by checking the appropriate checkbox when placing the order. The buyer may unsubscribe from receiving the newsletter at any time by clicking the unsubscribe button included in each message sent as part of the newsletter. The Buyer may also send the Seller an e-mail with a request to unsubscribe from the newsletter database.
4. Electronic Services are provided to the Buyer free of charge. However, Agreements regarding the sale of Goods concluded via the Store are subject to a fee.
5. In order to ensure the safety of the Buyer and the transfer of data in connection with the use of the Store, the Seller takes technical and organizational measures appropriate to the degree of threat to the security of the Electronic Services provided, in particular measures to prevent the acquisition and modification of personal data by unauthorized persons.
6. The Seller takes steps to ensure the full proper functioning of the Store. The Buyer should inform the Seller about any irregularities or interruptions in the operation of the Store.
7. Due to the fact that the Store is an IT system managed by the Seller, the Seller may conduct technical and IT work aimed at developing the Store and providing Electronic Services at the highest possible level.
8. As part of the development of the Store, the Seller may in particular:
 - a. add new functionalities and change or remove existing functionalities within the Store;
 - b. introduce the Store to other types of devices, e.g. mobile devices;

- c. provide an application related to the Store.
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§ 4

Placing orders

1. The Buyer can place an order as a guest.
 2. All descriptions of the Goods available on the Store's website do not constitute an offer within the meaning of the relevant provisions of civil law, but an invitation to conclude an Agreement.
 3. Placing an order is done by adding the Goods that the Buyer is interested in to the cart and then completing the order form. The form must provide the data necessary to complete the order. At the stage of placing the order, you also select the method of delivery of the ordered Goods and the payment method for the order. The condition for placing an order is acceptance of the Terms of Service, which the Buyer should read beforehand. In case of any doubts regarding the Terms of Service, the Buyer may contact the Seller.
 4. In the case of Goods that are Outlet Goods, an additional condition for placing an order is to check the checkbox stating that the Buyer consents to the purchase of defective Goods.
 5. The Buyer must provide true personal data in the order form. The Buyer bears responsibility for providing false personal data. The Seller reserves the right to suspend the execution of the order in a situation where the Buyer has provided false data or when these data raise reasonable doubts of the Seller as to their correctness. In this case, the Buyer will be informed by phone or e-mail about the Seller's doubts. In such a situation, the Buyer has the right to explain all circumstances related to the verification of the accuracy of the data provided. In the absence of data allowing the Seller to contact the Buyer, the Seller will provide any explanations after the Buyer makes contact.
 6. The Buyer declares that all data provided by him in the order form is true, while the Seller is not obliged to verify their truthfulness and correctness, although he has such a right in accordance with section 7.
 7. The ordering process is completed by clicking the finalize order button. By clicking the button finalizing the order, the Buyer submits an offer to purchase selected Goods from the Seller, on the terms specified in the order form.
 8. After receiving the order, the Seller, no later than within 7 (in words: seven) days from the date of receipt of the order, may: a) accept the offer submitted by the Buyer by accepting the order for execution – in such a case, the Agreement for the sale of Goods is concluded upon delivery to the Buyer of a message confirming acceptance of the order for execution, b) may not accept the Buyer's offer and cancel the placed order – in such a case, the Agreement for the sale of Goods is not concluded and all payments are refunded to the Buyer, if the Buyer made them at the stage of placing the order.
 9. This Agreement is written and concluded in the English language.
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§ 5

Pre-sale

1. The Seller, in relation to certain types of Goods, may but is not obliged to, organize a Pre-Sale.
 2. Goods covered by Pre-Order are clearly marked in the Store as Goods available in Pre-Order. On the website of such a Good, the Seller provides information on what date the Goods will most likely be available and from what date the Goods will most likely be shipped.
 3. For the purposes of concluding Pre-Sale Agreements, the provisions of § 4 shall apply accordingly.
 4. The Seller reserves the right to change the date referred to in section 2, especially as a result of delays in the delivery of Goods by third parties (e.g. manufacturers). The Seller will inform Buyers about any changes in the dates related to Pre-Sale by posting information in the Store and sending an e-mail to the address provided by the Buyer.
 5. If the sale of the Goods is not possible under the conditions provided for in the Pre-Sale (e.g. suppliers do not provide the appropriate quantity or types of materials, the price of materials increases, etc.), the Seller will inform the Buyer about these circumstances.
 6. If a Buyer who is a Consumer or Consumer Entrepreneur does not agree to extend the deadline for delivery of the Goods or change the terms of sale of the Goods, he or she may resign from purchasing the Goods, and the Seller returns to such Buyer any payments made as part of the Pre-sale.
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§ 6

Shipping

1. The available shipping options are described on the Store's website and presented to the Buyer at the ordering stage. The shipping cost of the order is borne by the Buyer, unless the Seller indicates otherwise on the Store's website. The Seller has the right to decide to divide the order into several separate shipments without additional costs incurred by the Buyer.
 2. In the event of failure to collect the Goods or refusal to collect the Goods by the Buyer and their possible return to the Seller, the Buyer may be obliged to compensate the Seller for any damage suffered by the Seller as a result of the failure to collect the Goods, e.g. in the form of shipping costs covered by the Seller.
 3. The Buyer is responsible for any additional taxes, duties, and customs fees that may apply based on local regulations of the Buyer's country. The fee may vary depending on the order value, country limits, and other factors based on the product itself.
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§ 7

Price and payments

1. Available payment methods for the order are described on the Store's website and presented to the Buyer at the stage of placing the order.
 2. If the Buyer chooses online payment when placing the order, after clicking the button finalizing the order, he or she may be redirected to the payment gateway operated by an external payment operator to pay for the order. Payment for the order should be made within 1 business day of placing the order. After this deadline, the Seller may assume that the Buyer has resigned from purchasing the Goods and cancel the order.
 3. Electronic payments, including payment card payments, are handled by Stripe Payments Europe, Ltd (<https://stripe.com>).
 4. If the Buyer asks for an invoice to be issued, it is delivered to the Buyer electronically, to the e-mail address provided in the order form.
 5. All prices given on the Store's website are gross prices.
 6. The Seller is entitled to grant Buyers discounts, reductions, or other price preferences at their own discretion, in particular as part of an organized promotional campaign. Details of promotional campaigns are specified in separate promotional campaign regulations. The buyer is not entitled to request discounts, reductions, or other preferences that do not result from the promotional campaign.
 7. In each case of informing about a reduction in the Price of the Goods, the Seller, next to the information about the reduced-Price, also includes information about the lowest Price of this Good, which was valid in the period of 30 days before the introduction of the reduction. If a given Good is offered for sale for a period of fewer than 30 days, in addition to information about the reduced-Price, the Seller also includes information about the lowest Price of this Good, which was valid in the period from the date of commencement of offering this Good for sale until the date of introduction of the discount.
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§ 8

Order fulfillment

1. Fulfillment of the order consists of producing and assembling the ordered Goods, packing them for delivery to the Buyer, and sending the shipment to the Buyer in accordance with the form of order delivery selected by the Buyer.
2. The order is considered completed when the shipment is sent to the Buyer (the shipment is entrusted to the carrier engaged in transport). In the case of delivery via a carrier, the Seller will inform the Buyer about the preparation of the Goods for shipment and handing over the shipment to the carrier. The exact date of delivery of the Goods is determined by the carrier unless the carrier allows the Buyer to specify the exact date and time of delivery. If the carrier provides such functionality, the Seller will provide the Buyer with data needed to monitor the transport of the Goods, in particular a link to the carrier's website or the carrier's application.
3. The Buyer is obliged to examine the shipment at the time and in the manner accepted for shipments of this type. If the Buyer finds that the Goods were lost or damaged during transport, he is obliged to take all actions necessary to establish the carrier's liability, e.g. by writing a damage report (Article 545 § 2 of the Civil Code).
4. The order processing time is indicated for each Good. The ordered Goods should be delivered to the Consumer or Consumer Entrepreneur within 30 business days unless a longer period is clearly indicated by the Seller in the description of the Goods. In such

a situation, when placing an order, the Buyer agrees to a longer order processing time resulting from the description of the Goods.

5. If the Buyer orders Goods with different delivery times, the binding deadline for the Seller for the entire order is the longest of all the Goods included in the order, and the Seller may propose dividing the order into several independent shipments in order to speed up the delivery time for some of the Goods.

§ 9

Withdrawal from the Consumer or Consumer Entrepreneur Agreement without giving a reason

1. The Consumer or Consumer Entrepreneur has the right to withdraw from the Sales Agreement for the Goods concluded via the Store, without giving a reason, within 14 days from the date of taking possession of the Goods by the Consumer or Consumer Entrepreneur, or a third party indicated by the Consumer or Consumer Entrepreneur, other than the carrier. If the Agreement covers many Goods that are delivered separately, in batches, or in parts, the deadline for withdrawal from the Agreement is counted from taking possession of the last Goods, its batch, or part.
2. The right to withdraw from the Agreement does not apply to the Agreement:
 - a. in which the subject of the service is non-prefabricated Goods, manufactured according to the Consumer's or Consumer Entrepreneur's specifications or serving to meet his individual needs;
 - b. in which the subject of the service is Goods that deteriorate quickly or have a short shelf life;
 - c. in which the subject of the service is Goods delivered in a sealed packaging, which cannot be returned after opening the packaging due to health protection or hygiene reasons if the packaging was opened after delivery;
 - d. in which the subject of the service are Goods which, after delivery, due to their nature, are inseparably connected with other items;
 - e. in which the subject of the service are sound or visual recordings or computer programs delivered in a sealed package, if the package was opened after delivery.
3. To withdraw from the Agreement, the Consumer or Consumer Entrepreneur must inform the Seller about their decision to withdraw from the Agreement by means of an unambiguous statement – for example, by means of a letter sent by post or e-mail.
4. The consumer or Consumer Entrepreneur may use the sample withdrawal form available at <https://magdalenaolechny.com/forms/>, but this is not obligatory.
5. In order to meet the deadline for withdrawal from the Agreement, it is sufficient for the Consumer or Consumer Entrepreneur to send information regarding the exercise of the Consumer's or Consumer Entrepreneur's right to withdraw from the Agreement before the deadline for withdrawal from the Agreement expires.
6. The Consumer or Consumer Entrepreneur is obliged to return the Goods to the Seller or hand them over to a person authorized by the Seller to collect them immediately, but no later than 14 days from the date on which he withdrew from the Agreement, unless the Seller offered to collect the Goods himself. To meet the deadline, it is enough to return the Goods before those 14 days.
7. The consumer or Consumer Entrepreneur bears the direct costs of returning the Goods.

8. In the event of withdrawal from the Agreement, the Seller returns to the Consumer or Consumer Entrepreneur all payments received from the Consumer or Consumer Entrepreneur, including the costs of delivering the Goods (except for additional costs resulting from the delivery method chosen by the Consumer or Consumer Entrepreneur other than the cheapest standard delivery method offered when placing the order) immediately, and in any case no later than 14 days from the date on which the Seller was informed about the decision to exercise the right to withdraw from the Agreement.
 9. The refund is made using the same payment methods that were used in the original transaction unless the Consumer or Consumer Entrepreneur has expressly agreed to a different solution. In any case, the Consumer or Consumer Entrepreneur will not incur any fees in connection with this return.
 10. If the Seller has not offered to collect the Goods from the Consumer or Consumer Entrepreneur himself, he may withhold the refund of payments received from the Consumer or Consumer Entrepreneur until he receives the Goods back or until the Consumer or Consumer Entrepreneur provides proof of sending it back, depending on which event will happen sooner.
 11. The Consumer or Consumer Entrepreneur is liable for any reduction in the value of the Goods resulting from using them in a way that goes beyond what is necessary to establish the nature, characteristics, and functioning of the Goods. The Seller has the right to make deductions from the Buyer's payment in this respect following Art. 498 CC and next.
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§ 10

Warranty for defects and liability for the compliance of the Goods with the Agreement

1. The warranty for defects in the Goods referred to in the provisions of the Civil Code is excluded in the case of Agreements for the sale of Goods that are concluded by Buyers other than the Consumer or Consumer Entrepreneur.
2. The provisions on liability for the compliance of the Goods with the Agreement, which are contained in the Act on Consumer Rights, shall apply to Agreements for the sale of Goods concluded by the Consumer or Consumer Entrepreneur, taking into account the provisions of the Terms of Service. If the Electronic Services provided by the Seller are also Digital Services, the Seller is responsible for the compliance of the Digital Services with the Agreement under the terms provided for in Chapter 5b of the Act on Consumer Rights.
3. The Seller is responsible to the Consumer and Consumer Entrepreneur for the compliance of the Goods with the Agreement. The compliance of the Goods with the Agreement is assessed in accordance with the provisions of the Consumer Rights Act.
4. The Seller is liable for the lack of conformity of the Goods with the Agreement existing at the time of its delivery and disclosed within two years from that moment, unless:
 - a. the shelf life of the Goods specified by the Seller, its legal predecessors, or persons acting on their behalf is longer;
 - b. The Agreement concerns Outlet Goods, where the Buyer has expressly consented to the purchase of Outlet Goods.

5. In the case of GwDE, the Seller is liable for the lack of compliance with the Agreement of Digital Content or Digital Services provided continuously, which occurred or became apparent at the time in which they were to be delivered in accordance with the Agreement, but not less than two years from the time of delivery GwDE.
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§ 11

Replacement or repair of Goods that are inconsistent with the Agreement

1. If the Goods are inconsistent with the Agreement, the Consumer or Consumer Entrepreneur may request its repair or replacement.
 2. The Seller may:
 - a. make a replacement when the Consumer or Consumer Entrepreneur requests a repair, or
 - b. make repairs when the Consumer or Consumer Entrepreneur requests a replacement if bringing the Goods into compliance with the Agreement in the manner chosen by the Consumer or Consumer Entrepreneur is impossible or would require excessive costs for the Seller.
 3. If repair and replacement are impossible or would require excessive costs for the Seller, he may refuse to replace or repair in order to bring the Goods into compliance with the Agreement.
 4. The Consumer or Consumer Entrepreneur makes the Goods subject to repair or replacement available to the Seller, and the Seller collects them at his own expense. The costs of repair or replacement, including in particular the costs of postage, transportation, labor, and materials, are borne by the Seller.
 5. The Seller shall repair or replace within a reasonable time, no longer than 21 days, from the moment the Seller was informed by the Consumer or Consumer Entrepreneur about the non-compliance of the Goods with the Agreement, and without excessive inconvenience to the Consumer or Consumer Entrepreneur, taking into account the specific nature of the Goods. and the purpose for which the Consumer or Consumer Entrepreneur acquired it.
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§ 12

Price reduction or withdrawal from the Agreement in the case of Goods that are inconsistent with the Agreement

1. If the Goods are inconsistent with the Agreement, the Consumer or Consumer Entrepreneur may submit a declaration of price reduction or withdrawal from the Agreement when:
 - a. The Seller refused to repair or replace the Goods in accordance with § 11 section 3;
 - b. the Seller failed to bring the Goods into compliance with the Agreement;

- c. the lack of compliance of the Goods with the Agreement continues, even though the Seller has tried to bring the Goods into compliance with the Agreement;
 - d. the lack of conformity of the Goods with the Agreement is so significant that it justifies reducing the Price or withdrawing from the Agreement without first using the measures referred to in § 11 section 1;
 - e. it is clear from the Seller's statement or circumstances that he will not bring the Goods into compliance with the Contract within a reasonable time or without undue inconvenience to the Consumer or Consumer Entrepreneur.
 2. The Reduced Price must be in such proportion to the Price resulting from the Agreement that the value of the Goods inconsistent with the Agreement remains to the value of the Goods consistent with the Agreement.
 3. The Seller returns to the Consumer or Consumer Entrepreneur the amounts due as a result of exercising the right to reduce the Price immediately, no later than within 14 days from the date of receipt of the Consumer's or Consumer Entrepreneur's declaration on the Price reduction.
 4. The Consumer or Consumer Entrepreneur may not withdraw from the Agreement if the lack of compliance of the Goods with the Agreement is immaterial. It is presumed that the lack of conformity of the Goods with the Agreement is significant.
 5. If the lack of compliance with Consumer Entrepreneur applies only to some Goods delivered under the Agreement, the Consumer or Consumer Entrepreneur may withdraw from the Agreement only in relation to these Goods, as well as in relation to other Goods purchased by the Consumer or Consumer Entrepreneur together with the Goods that are inconsistent with the Agreement, if the Consumer or Consumer Entrepreneur cannot reasonably be expected to agree to retain only Goods that comply with the Contract.
 6. In the event of withdrawal from the Agreement, the Consumer or Consumer Entrepreneur shall immediately return the Goods to the Seller at his expense. The Seller returns the Price to the Consumer or Consumer Entrepreneur immediately, no later than within 14 days from the date of receipt of the Goods or proof of its return.
 7. The Seller returns the Price using the same method of payment as used by the Consumer or Consumer Entrepreneur unless the Consumer or Consumer Entrepreneur has expressly agreed to a different method of return that does not involve any costs for him.
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§ 13

Personal data and cookies

1. The Seller is the administrator of the Buyer's personal data.
 2. The Store uses cookie technology.
 3. Details related to personal data and cookies are described in the privacy policy available at: <https://www.magdalenaolechny.com/privacy-policy>.
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§ 14

Intellectual property rights

1. The Seller informs the Buyer that the content available on the Store's website and elements of physical products (e.g. graphic designs) may constitute works within the meaning of the Act of February 4, 1994, on copyright and related rights, the copyrights to which are held by the Seller or other authorized entities, as well as databases protected under the provisions on the protection of databases.
 2. The Seller instructs the Buyer that the exploitation of copyrighted content or the use of databases by the Buyer without the consent of the Seller or another authorized entity, except for use within the scope of fair use, constitutes a violation of intellectual property rights and may result in civil or criminal liability.
 3. The Seller instructs the Buyer that the usage of copyrighted content or the use of databases by the Buyer without the consent of the Seller or another authorized entity to train AI models constitutes a violation of intellectual property rights and may result in civil or criminal liability.
 4. The Seller may conclude a separate license agreement with the Buyer related to the Buyer's use of content or databases belonging to the Seller (e.g. by using product photographs, using product descriptions, etc.). In order to conclude such an agreement, the Buyer should approach the Seller with a proposal to conclude a license agreement, informing the Seller in particular about the purposes for which he intends to use the content or databases belonging to the Seller, and about the expected duration of use. Upon receipt of such a proposal, the Seller will present an offer in accordance with its own licensing policy.
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§ 15

Opinions

1. The Seller may provide Buyers with the opportunity to post opinions about the Store, the Seller, or the Goods – within the Store or external websites belonging to third parties. In such a case, the provisions of this paragraph shall apply to posting opinions.
2. Posting an opinion is possible after using the Store, in particular after concluding the Agreement, and posting an opinion is possible at any time.
3. The Buyer should formulate opinions in a reliable, honest, and substantive manner, linguistically correct as far as possible and without using vulgarisms and other words commonly considered offensive.
4. It is prohibited to post opinions:
 - a. without first using the Store;
 - b. about Goods that the Buyer has not used or purchased,
 - c. fulfilling the features of an act of unfair competition within the meaning of Art. 3 of the Act of 16 April 1993 on combating unfair competition;
 - d. violating the personal rights of the Seller or a third party;
 - e. by paid users, in particular, to artificially increase the rating of the Goods.
5. The Seller may at any time verify whether the opinions posted are consistent with the Terms of Service, and in particular, whether they come from Buyers who have actually used the Goods or purchased the Goods. In addition, if the Buyer has any

doubts regarding the posted opinions, the Buyer may submit the opinion to the Seller for verification. After receiving the notification from the Buyer, the Seller will take actions appropriate to its capabilities to verify the posted opinion.

6. If an opinion is posted that does not meet the requirements set out in the Terms of Service, the Seller may refuse to publish the opinion or delete it.
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§ 16

Out-of-court settlements of disputes

1. The Consumer has the option of using extrajudicial means of dealing with complaints and redress. Among other things, the consumer has the option to:
 - a. apply to a permanent amicable consumer court with a request to settle the dispute arising from the concluded Agreement,
 - b. request the provincial inspector of the Trade Inspection to initiate mediation proceedings for the amicable settlement of the dispute between the Buyer and the Seller,
 - c. use the help of a poviát (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection.
 2. The Consumer may search for more detailed information on out-of-court complaints and redress procedures on the website: <http://polubowne.uokik.gov.pl>.
 3. The consumer may also use the ODR platform, which is available at: <http://ec.europa.eu/consumers/odr>. The platform is used to settle disputes between consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or a contract for the provision of services.
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§ 17

Complaints

1. Each Buyer has the right to submit a complaint in matters related to the operation of the Store or the performance of the Agreement. In order to facilitate the Consumer or Consumer Entrepreneur in exercising the rights related to the Seller's liability for the compliance of the Goods with the Agreement, the Seller has prepared a template complaint form that the Consumer or Consumer Entrepreneur can use. The pattern is available at <https://www.magdalenaolechny.com/forms>.
 2. Complaints should be submitted to the Seller at the following address: contact@magdalenaolechny.com.
 3. Buyers' complaints will be considered on an ongoing basis, but no later than within 14 days from the date of receipt of the complaint by the Seller.
 4. A response to the complaint will be sent to the Buyer at the contact provided by the Buyer when submitting the complaint.
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§ 18

Applicable Law

1. The law applicable to contracts concluded online is Polish law.
 2. The choice of Polish law does not deprive consumers of other countries of the possibility to use the rights granted to them by the law in their countries.
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§ 19

Final Provisions

1. The Seller reserves the right to introduce and cancel offers, promotions and to change the prices of products in the Store without prejudice to the rights acquired by the Buyer, including in particular, the terms of contracts concluded prior to the change.
2. The Seller reserves the right to make changes to the Terms of Service without prejudice to the rights acquired by the Buyer on the basis of contracts concluded before the amendment to the Terms of Service.
3. Any disputes related to contracts concluded through the Store will be considered by the Polish common court having jurisdiction over the place of permanent business activity by the Seller. This provision does not apply to Consumers and the Consumer Entrepreneur for whom the jurisdiction of the court is considered on general terms.
4. These Terms of Service apply from January 1, 2024.
5. All archival versions of the Terms of Service are available for download in .pdf format – links can be found below the Terms of Service.