

## TERMS AND CONDITIONS OF RAZDWATRZYRYTMIKA.PL ONLINE STORE

### Preamble

*These Regulations define the terms and conditions under which the Online Store, available through the website [www.razdwatrzyrytmika.pl](http://www.razdwatrzyrytmika.pl), operated by RAZ, DWA, TRZY RYTMIKA ANNA SZEWCZYK, NIP: 6581887047, Address: Zielona 30, 05-555 Nowe Racibory, Poland*

*This document is addressed to both Consumers and Entrepreneurs purchasing through our website. Please note that some of the provisions of the Regulations may apply only to Consumers, Entrepreneurs on consumer rights, or only to Entrepreneurs.*

*The Terms and Conditions are made available to the Customer free of charge prior to the conclusion of an Agreement for the sale of physical products available in the Store or an Agreement for the delivery of digital content in the form of mp3 music files or other electronic Products, by posting them on the website [www.razdwatrzyrytmika.pl](http://www.razdwatrzyrytmika.pl) and together with the confirmation of the Order in electronic form, allowing for its storage and reproduction in the ordinary course of business. The content of the Sales Contract or the Contract for the provision of digital content is additionally recorded and secured in the computer system of the Service Provider's Store. The Service Provider may also provide electronic services to the Customer.*

*We process personal data in accordance with applicable laws. Information regarding the processing of personal data is available in our Privacy Policy*

*If you would like to contact us on any matter related to the operation of our Store, please contact us at the following email address: [kontakt@razdwatrzyrytmika.pl](mailto:kontakt@razdwatrzyrytmika.pl). If you would like to contact us in writing write to us at RAZ, DWA, TRZY RYTMIKA ANNA SZEWCZYK, NIP: 6581887047, Address: Zielona 30, 05-555 Nowe Racibory, Poland The Service Provider does not charge any fees for communicating with him/her by means of distance communication, and the Customer may incur its costs only in the amount resulting from the agreement he/she has concluded with a third party providing on his/her behalf a specific service enabling remote communication.*

### §1 Definitions

1) **Website** - a collection of interrelated digital documents and resources, available at [www.razdwatrzyrytmika.pl](http://www.razdwatrzyrytmika.pl). The Website is the property of the Service Provider and constitutes an electronic platform through which the Client can learn about the Store's offerings, make purchases and use the services provided by the Service Provider. The Website includes all its sub-pages, functions, tools and content available to users.

(2) **Store** - the website operated by the Service Provider, available at [www.razdwatrzyrytmika.pl](http://www.razdwatrzyrytmika.pl), through which the Client can make purchases of Products and use the Services offered. The Store allows Customers to browse the product range, place orders, make payments and use other functions and services related to the Service Provider's commercial activities. The Store provides an electronic platform for concluding distance sales contracts, enabling Customers to purchase Products and Services without physical contact with the Service Provider.

3. **Service Provider** - RAZ, DWA, TRZY RYTMIKA ANNA SZEWCZYK, conducting business at Zielona 30, 05-555 Nowe Racibory, Poland, registered under NIP: 6581887047. Service Provider is the owner and operator of the [www.razdwatrzyrytmika.pl](http://www.razdwatrzyrytmika.pl) website and the entity providing services and selling

products through the website. The Service Provider is responsible for order processing, customer service, and management and maintenance of the Website.

(4) **Price** - a monetary amount expressed in Polish currency (PLN), which the Customer agrees to pay to the Service Provider in exchange for the purchase of a Product or use of a Service offered by the Store. This price is clearly indicated next to each Product presented on the Website and includes all applicable taxes and fees. In case of promotions or special offers, the Price is subject to change in accordance with the terms and conditions of the respective promotion or offer.

(5) **Proof of Purchase** - a document issued by the Service Provider, confirming the purchase transaction of a Product or Service by the Client. Proof of purchase may take the form of an invoice, bill or fiscal receipt and contains detailed information about the purchased Product or Service, including the price, details of the Service Provider, the date of the transaction and the transaction identification number. The proof of purchase serves as the basis for any complaints, refunds and for accounting and tax purposes.

(6) **Product** - any goods offered by the Service Provider for sale in the Store, being a movable item available for purchase by the Customer. Products may include a variety of items, including but not limited to educational materials, books, music accessories, or other goods related to the Store's offerings. Each Product is described on the Website, where its detailed features, price and availability are indicated.

(7) **Service** - an activity or set of activities performed by the Service Provider for the benefit of the Customer, which are not in the nature of delivery of a movable thing. Services may include, but are not limited to, courses, training, workshops, consultations, or other forms of educational or consulting activities offered by the Store. Details of each Service, including the scope, price, and terms and conditions of performance, are presented on the Store's Website.

(8) **Customer** - a natural person, legal entity or organizational unit without legal personality who purchases Products or uses Services offered by the Store. A Customer may be both a Consumer, i.e. a natural person making a purchase for purposes not directly related to a professional or business activity, and an Entrepreneur, i.e. a natural person, legal person or organizational unit making a purchase in connection with a business or professional activity. The Client is a party to the contract concluded with the Service Provider, and its rights and obligations are set forth in these Regulations and applicable laws.

(9) **working day** - a day from Monday to Friday, excluding public holidays in Poland. Business days are used to determine the timing of orders, deliveries, customer service and other services provided by the Store. All activities undertaken by the Store, including order processing, shipment of goods, or responses to customer inquiries, take place on business days, unless otherwise specified in the Terms and Conditions or other communications of the Store.

(10) **business contact form** - an electronic tool available on the Store's Website, designed specifically for entrepreneurs and companies, which allows them to quickly and directly contact the Service Provider. This form is used to transmit inquiries, requests or information related to the Store's offer, terms of cooperation, orders, business partnership opportunities and other issues of interest to business entities. Completion and submission of the business contact form does not involve any fees and is available to all interested entrepreneurs who wish to establish business contact with the Store.

(11) **registration form** - an electronic tool available on the Store's Website, used to create an individual Customer Account. This form requires the user to provide the necessary personal and contact

information, such as name, email address, phone number and password. This data is used to manage the account, process orders, communicate with the Store and access additional features and services offered by the Store. Registration of the Account is free of charge and allows the Customer to make purchases easier and faster, track the status of orders and take advantage of special offers and loyalty programs offered by the Store.

(12) **Individual Customer Account** - a personal user panel, created within the Store's Website, available after registering and logging in using the Registration Form. This account allows the Customer to manage his/her personal information, view order history, track the status of current orders, manage subscription settings and use additional features and services offered by the Store. An Individual Customer Account provides easier access to information about products and services, personalization of the shopping experience, and the ability to make online purchases faster and more convenient.

(13) **Order Form** - an interactive form available on the Store's Website, used to place an order for selected Products or Services. This form allows Customers to select Products, add them to the shopping cart, specify the method of delivery, form of payment and provide necessary data for order processing, such as address and contact information. Using the Order Form is a necessary step to finalize the purchase process and conclude a Sales Agreement with the Service Provider. The form also provides Customers with the opportunity to review and modify selected elements of the order before its final approval and submission.

(14) **Consumer** - a natural person making a legal transaction with the Service Provider that is not directly related to his/her business or professional activity. In the context of shopping at the Store, a Consumer is a customer who purchases Products or uses Services offered by the Store for purposes unrelated to his/her professional or business activity. A Consumer enjoys the legal protection provided by law, including the rights under the Consumer Rights Act, which includes, among other things, the right to withdraw from a contract concluded at a distance, the right to complain if the goods are not in conformity with the contract, and other rights set forth in applicable consumer law.

(15) **shopping cart** - functionality within the Store's Website that allows Customers to collect selected Products before finalizing the purchase. The shopping cart allows storing information about the selected products, their quantity, price, and also allows viewing the total cost of the order. The Customer can add Products to the Basket, remove them from the Basket, change their quantity, as well as proceed to the order processing through the Order Form at any time.

(16) **Product Card** - a dedicated page or section on the Store's Website, containing detailed information about a specific Product. The Product Card typically contains a description of the product, its price, available options (e.g. size, color), photos, availability information, as well as other relevant data that may help the Customer make a purchase decision. The Product Card may also contain reviews from other customers, instructions for use, warranty information and other product-related data.

(17) **place of release of the Physical Product** - the location indicated by the Customer in the ordering process to which the Service Provider is to deliver the purchased Physical Product. This location may be a home address, office address, parcel pick-up point or any other location selected by the Customer and accepted by the Store as possible for delivery. It is the place where the Customer or a person authorized by the Customer picks up the Product, becoming its physical owner. The place of release of the physical product is crucial for the delivery process and has a direct impact on the execution of the Sales Agreement concluded between the Customer and the Service Provider.

(18) **The moment of release of the item** - the time when the purchased Physical Product is physically transferred to the Customer or a person authorized by the Customer at the Place of Release of the

Physical Product. This is the moment when the possession of the product is transferred from the Service Provider to the Client, which may take place through personal collection, courier delivery, collection at a parcel point or any other delivery location specified by the Client.

(19) **Payment** - a financial transaction made by the Customer to pay for the purchased Products or Services offered by the Store. Payment may be made by various methods, such as bank transfer, credit/debit card payment, electronic payment, payment on delivery (cash on delivery) or other payment methods accepted by the Store. The payment process is secured and in accordance with the applicable security standards for financial transactions. Payment is a necessary condition for finalizing the sales contract and starting the process of order processing by the Store.

(20) **consumer law** - a set of laws, including the Act, designed to protect the interests of consumers, i.e. individuals making purchases for purposes not directly related to their professional or business activity. Consumer law in Poland includes, among other things, the Consumer Rights Act and other acts regulating remote contracting, the right to withdraw from a contract, guarantees, warranty for defects, complaints, as well as personal data protection and transaction security. Consumer law provides consumers with a number of rights and guarantees, such as the right to information about the product, the right to withdraw from the contract without giving a reason within 14 days of receiving the product, the right to complain if the goods are not in conformity with the contract, and other rights aimed at protecting consumers in the market.

(21) **Physical product** - any goods offered by the Service Provider that are in tangible form and delivered to the Customer in physical form. Physical products may include a variety of items such as books, CDs, musical instruments, accessories, educational equipment and other items that can be physically touched and require physical delivery to the Customer. These products are sold by the Store and delivered to the Customer at the designated Physical Product Release Location.

(22) **digital product** - a product available in digital form that is delivered to the Customer electronically, most often by download from the Internet or online access. Digital products may include software, e-books, music files, online courses, educational materials in digital format and other digital content. Delivery of such a product is made by providing the customer with a link to download the product or access it in a specially prepared online area on the Store's Website.

(23) **Entrepreneur** - in accordance with Article 4 of the Entrepreneurs' Law, an entrepreneur is a natural person, a legal person or an organizational unit that is not a legal person, to which a separate law grants legal capacity, performing business activities. In the context of the Store, an Entrepreneur is a customer purchasing Products or using Services offered by the Store in the course of its business. Entrepreneurs, including partners in a partnership acting within the scope of their business, enjoy the legal protection provided for entrepreneurs; however, their rights may differ from those of consumers. Entrepreneurs are also subject to separate regulations regarding the commencement, performance and termination of their business activities, including regulations for foreign persons conducting business in the territory of Poland.

(24) **entrepreneur on the rights of the consumer** - according to the provisions of the consumer law, set forth in the so-called "friendly law package". Friendly Law Package (the Law of July 31, 2019 on amendments to certain laws to reduce regulatory burdens), it is a sole proprietor covered by the protection provided for consumers with regard to the application of abusive clauses, warranty for defects and with regard to the right of withdrawal from a contract concluded at a distance or off-premises in the event that the contract concluded with the Service Provider is not of a professional nature for the sole proprietor, which means that it is not directly related to the subject of his business activity.

(25) **Pickup Point** - a designated place, other than the Customer's postal address, where the Customer may pick up the purchased Physical Product. Pick-up points may include locations such as partner stores, package stores, customer service stations, or other places that allow personal pick-up of products. These are typically used to provide greater convenience and flexibility in the delivery process, allowing Customers to pick up products at a time and place convenient to them.

(26) **lead time** - the period of time from the time an order is placed and confirmed by the Customer until the Product is shipped to the Customer or the Service is made available. The lead time may include the time required for preparation, packaging, and in the case of customized products, also for manufacturing or personalizing the product. For Services, the lead time may refer to the time it takes to prepare and make the Service available. The lead time is expressed in business days or hours and may vary depending on the type of product or service, the availability of the goods and the selected delivery method. Information about the expected lead time is provided on the Product Card or during the ordering process.

(27) **digital content delivery contract** - a contract between the Client and the Service Provider, the subject of which is the delivery of digital content, such as music files, e-books, software, online courses, educational materials in digital form and other content available in electronic form. This agreement, in the form of these Terms and Conditions, regulates the terms and conditions for the provision and use of digital content, including licenses, copyrights, scope of access, technical limitations, if any, terms of payment and the rights and obligations of the parties to the agreement. The contract for the provision of digital content may be concluded remotely, such as through the Store's Website, and is subject to the provisions of consumer law, which provide, among other things, the right to withdraw from the contract in certain cases.

(28) **Regulations** - this document constituting a set of terms, conditions and provisions governing the use of services, purchases and activities on the Store's Website. The Rules and Regulations define the rights and obligations of Customers, Entrepreneurs, and the Store, including the rules of ordering, payment, delivery, returns, complaints and other issues related to the use of the Store's services.

(29) **the Law** - the Law of May 30, 2014 on consumer rights.

(30) **distance contract** - in accordance with the provisions of the Law of May 30, 2014 on consumer rights, it is a contract concluded without the simultaneous physical presence of the parties, using means of distance communication, such as the Store's Website, e-mail, telephone, or other means of telecommunication. This contract is characterized by the fact that the Customer and the Store are not in the same place during its conclusion. Distance contracts include online shopping, as well as other transactions that take place via the Internet or other means of remote communication. In the case of distance contracts, the Customer has certain rights, such as the right to withdraw from the contract in certain cases, in accordance with consumer law.

(31) **electronic service** - a service provided electronically by the Service Provider, as defined in the Act of July 18, 2002 on the provision of electronic services. This service is available through the website [www.razdwatrytmika.pl](http://www.razdwatrytmika.pl) and may include, but is not limited to: Registration Form, Account, Order Form, Newsletter, Business Contact Form and free downloadable songs. Provision of a service by electronic means consists in the delivery of a service without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the recipient of the service, sent and received by means of equipment for electronic processing, including digital compression, and storage of data, which is entirely transmitted, received or transmitted via a telecommunications network, as defined in the Law of July 16, 2004. - Telecommunications Law.

(32) **defect** - within the meaning of the Civil Code, a defect in the Product consisting in the non-compliance of the sold thing with the contract, in accordance with the provisions contained in Article 556(1) of the Civil Code. The sold thing is considered defective if it does not have the properties it should have due to the purpose specified in the contract or resulting from the circumstances or purpose, does not have the properties of which the Store assured the Customer, or is not suitable for the purpose of which the Customer informed the Store and the Store did not object. In addition, a defect occurs when an item is issued in an incomplete condition. In the case of Consumers, the public assurances of the manufacturer or its representative and persons marketing the thing in the scope of business are also treated equally with the assurances of the seller.

(33) **legal defect** - in terms of the Civil Code, a legal defect occurs in the case of a sold thing that is owned by a third party or encumbered by a right of a third party, as well as when there are restrictions on the use or disposal of the thing resulting from a decision or ruling of a competent authority, in accordance with Article 556(3) of the Civil Code.

(34) **Order** - is a declaration of will of the Customer addressed to the Store, aimed at placing an order for a specific product or service available in the Store's offer. An order may be placed by the Customer via the Store's Website or other available means of communication, such as telephone or e-mail. In the order, the Customer specifies the specific products or services, their quantity, price, delivery date and other relevant information that enables the order to be properly processed. Placing an order constitutes the Customer's commitment to purchase the specified products or services in accordance with the terms of the contract between the Customer and the Store.

(35) **Privacy Policy** - is a document specifying the principles of collection, processing and protection of personal data of Customers and other users of the Store's Website. The Privacy Policy specifies what information is collected from users, how it is used, stored and protected, and what rights users have with respect to their personal data. This document is an important element in ensuring the privacy and protection of users' personal data and compliance with applicable data protection laws, including the General Data Protection Regulation (GDPR) and other relevant national laws. The Privacy Policy is available on the Store's Website and informs users about the rules for the use of their personal data in the context of the services offered by the Store.

## **§2 Scope of the Store**

2.1 The Internet Shop available at [www.razdwatrytmika.pl](http://www.razdwatrytmika.pl), operated by RAZ, DWA, TRZY RYTMIKA ANNA SZEWCZYK, NIP: 6581887047, address: Zielona 30, 05-555 Nowe Racibory, Poland, enables Customers to learn about the Store's offerings, make purchases of Products and use the Services offered, including digital content such as mp3 music files.

2.2 The Store allows Customers to browse the assortment, place orders, make payments and use other functions and services related to the Service Provider's business, including the purchase of digital content.

2.3 The Store provides an electronic platform for the conclusion of distance sales contracts, enabling Customers to purchase Products and Services without physical contact with the Service Provider.

2.4 The Service Provider, RAZ, DWA, TRZY RYTMIKA ANNA SZEWCZYK, conducts business at Zielona 30, 05-555 Nowe Racibory, Poland, registered under NIP: 6581887047, is the owner and operator of the

Website [www.razdwatrzyrytmika.pl](http://www.razdwatrzyrytmika.pl) and the entity providing services and selling products through the Website.

2.5 The Online Store is available to Customers both in Poland and abroad.

2.6. The online store operates in accordance with applicable laws, including consumer law and regulations on the protection of personal data and copyright.

2.7. The Service Provider reserves the right to change the offer of the Store, including the range of Products and Services, prices, terms of delivery and other elements of the commercial activity of the Store, while maintaining the rights of the Customers acquired before the change and informing about these changes in advance.

2.8 The Online Store is available 24 hours a day, 7 days a week, subject to technical interruptions due to the need for maintenance or system updates. Customers will be informed in advance of planned technical interruptions.

2.9. The Service Provider shall not be liable for any disruptions in access to the Store resulting from the failure of the Client's hardware or software, problems with Internet supply, computer viruses or other factors beyond the Service Provider's control.

2.10. The Online Store offers Customers access to digital content, such as mp3 music files and other Electronic Products, which are delivered electronically. Detailed information on the purchase, delivery of digital content and consumer rights in the event of non-compliance of the content with the contract are specified in these Regulations and in the relevant tabs on the Store's Website.

2.11. The Customer using the Online Store may be a natural person, a legal entity or an organizational unit without legal personality. The rights and obligations of the Customer, including information on the right to withdraw from the contract and complaint procedures, are set forth in these Regulations and in applicable laws.

2.12 In order to ensure proper functioning and access to the Electronic Services offered by the Store, the Customer should meet the following technical requirements:

- Possession of one of the following web browsers:
- Firefox version 90 or later,
- Chrome version 10 or later,
- Safari version 14 or later,
- Opera version 77 or later,
- Edge version 93 or later.
- An active Internet connection with adequate bandwidth.
- Enabled support for JavaScript and Cookies in the web browser.
- Having an active e-mail address for communication with the Store.

In addition, when using digital content such as music or multimedia files, the Customer should provide:

- A device that complies with the technical requirements specified for the digital product, including appropriate software to play music or video files.

- Adequate free space on a hard drive or other storage medium for storing downloaded digital content.

The Service Provider is not responsible for technical problems or technological limitations in the Customer's equipment, software or Internet infrastructure that may affect the availability and quality of the Electronic Services.

### **§3 Order Processing**

(1) The Store accepts orders 24 hours a day via the Website. An order is considered to be effective if the Customer properly fills out the Order Form and provides all required contact information.

(2) Order processing begins after full payment is credited to the Store's account.

(3) Orders for physical and electronic Products can be placed 24 hours a day via the Store's Website. The process of placing an order includes adding the Products to the Basket, selecting the type of Delivery and Payment, as well as selecting the Place of Delivery of the Product.

(4) The conclusion of the Contract of Sale between the Customer and the Store takes place after the Customer places an Order and the Store confirms it by sending an e-mail to the address provided by the Customer. Confirmation of the Order by the Store constitutes a statement of acceptance of the Order for execution.

(5) The processing of an Order paid via the electronic payment system shall be initiated after the payment is credited to the Service Provider's account. In case of non-payment, the Order is cancelled and the Contract of Sale is terminated.

(6) Delivery of the Product shall take place within the period specified on the Product Card. For multi-product orders, the delivery date is determined by the longest date indicated on the Product Cards. The physical Product is shipped by the type of Delivery chosen by the Customer to the indicated Place of Release of the Product.

(7) The Service Provider shall issue and provide the Customer with the Proofs of Purchase in electronic form to the e-mail address provided during the Order placement. If an adjustment to the Proof of Purchase needs to be issued, it will be sent electronically.

(8) The Service Provider reserves the right to withdraw from the Contract of Sale concluded with a Client who is neither a Consumer nor an Entrepreneur on the rights of a Consumer within 14 days from the date of its conclusion without giving any reason.

(9) Technical protection measures may be applied to the Electronic Products to prevent use of the Products in a manner inconsistent with the terms of the license or in violation of the law. Information about the protection measures applied is available on the Product Card.

(10) In order to purchase and use an Electronic Product, the Customer should have access to a device with Internet access, a current operating system, an Internet browser and an active e-mail account.

(11) electronic Products in the form of text files can be read with programs and devices that allow the display of files in PDF format. Detailed information about compatibility with software and devices is available in the Product description.

(12) The process of purchasing an Electronic Product includes adding the Product to the Shopping Cart, selecting the type of Payment, providing invoice details and identifying information (name, surname, e-mail address).



(13) The customer may agree to the delivery of digital content before the end of the withdrawal period, which involves the loss of the right to withdraw from the contract in the case of delivery of digital content.

(14) In the case of ordering an electronic Product and products of other types, the order will be divided and processed separately.

(15) After the order is placed and payment is made, the contract for the delivery of digital content is concluded and the Electronic Product is made available to the Customer for download.

(16) the Customer has the right to use the Electronic Products only for his own personal use and in accordance with the applicable laws. The purchased Electronic Product may not be resold, distributed or sold commercially.

(17) the Customer may file a complaint regarding the Electronic Product in case of damage to the Product or problems with access to the Product under the terms and conditions described in these Terms and Conditions.

#### §4 Payment Methods

4.1 Available Payment Methods: The following payment methods are available in the Store:

- Electronic payment through a fast online payment system (online payment).
- Payment by debit or credit card (payment method when selecting Product Subscription).

4.2 Execution of Payment: The Customer's obligation to pay is considered fulfilled when the payment is credited to the payment operator's bank account.

4.3 Amount of Fees: The Customer is obliged to pay the price of the Products and delivery costs in the amount indicated in the body of the Order.

4.4 Online Payment Operator: Online payment service is provided by Przelewy24, based in Poznan, Pastelowa 8, registered in the National Court Register, NIP, with a share capital of 5,476,300.00 PLN, and also registered in the register of national payment institutions UKNF.

4.5 Other Payment Operators: In the case of enabling the use of an online payment service provided by another payment operator, information about it will be available in the payment methods tab on the Store's website.

4.6 Refund of Funds: If a refund is required for a payment card transaction, the refund will be made to the bank account assigned to the Customer's payment card.

4.7 Restrictions for Entrepreneurs: For Customers who are not Consumers, the Service Provider has the right to limit the available payment methods, including requiring prepayment. This provision does not apply to Entrepreneurs on consumer rights.

4.8 Payment Card Operator: The Payment Card Operator is PayPro SA Clearing Agent, based in Poznań, registered in the National Court Register, NIP, Regon.

#### §5 Delivery

(1) Delivery of Products is possible in Poland and abroad. The store provides delivery of digital content through electronic means of communication.

(2) The costs and method of delivery are specified in the Delivery Price List available on the Store's Website. Delivery of digital content is made without additional charges, unless the Sales Agreement provides otherwise.

(3) The delivery date of physical Products is specified each time when describing the Product. Delivery of digital content is carried out immediately after payment is credited, unless the parties to the contract agree otherwise.

(4) The place of delivery of the physical Product chosen by the Customer may be in the territory of the Republic of Poland or in the territory of another country of the European Union, according to the available Delivery options indicated on the Store's Website.

(5) The Store offers delivery of the Products on the territory of Poland using a courier service. Available carrier options include DHL, DPD and InPost. The Store also allows receipt of Products at INPOST parcel pick-up points.

(6) Delivery of the Product is chargeable, unless the Sales Agreement provides otherwise. Delivery costs are specified in the Delivery Price List available on the Store's Website.

(7) the ability to choose the method of Delivery may depend on the Payment method selected by the Customer. Details of available Payment and Delivery options are presented to the Customer during the Ordering process.

(8) The processing time of an Order for Physical Products, i.e. delivery of the Product, is from 1 to 3 Business Days from the moment of positive authorization of payment in the case of domestic shipment. Delivery of Digital Products takes place after payment is credited.

(9) For Customers who are Entrepreneurs, upon delivery of the physical Product to the carrier, the benefits and burdens of the Product, including the risk of accidental loss of or damage to the Product, are transferred to the Customer. The Service Provider is not responsible for delays in delivery on the part of the carrier. This provision does not apply to Customers who are Entrepreneurs under consumer rights.

## §6 Rights and obligations of the Parties

(1) the Customer shall pay the price of the Product and the cost of delivery, in accordance with the prices and conditions stated on the Store's Website at the time of placing the Order.

(2) The Store undertakes to deliver the Product free of physical and legal defects, in accordance with the description on the Website and the terms and conditions of the Sales Contract.

(3) The Customer has the right to withdraw from the Contract of Sale under the terms and conditions specified in §9 of the Terms and Conditions.

(4) The Customer is obliged to pay the price of the Product and the cost of delivery, in accordance with the prices listed on the Store's Website at the time of placing the Order.

(5) The Service Provider undertakes to deliver the Products without defects, in accordance with the description on the Website and the terms and conditions of the Sales Contract.

(6) The Customer, who is a Consumer, has the right to withdraw from the Sales Contract under the terms and conditions specified in §9 of the Terms and Conditions.

(7) In the event of withdrawal from the Sales Contract, the Customer is obliged to return the Product to the Store in an unaltered state, unless the change was necessary within the limits of ordinary management.

(8) The Store undertakes to return the amount paid for the Product together with the cost of delivery no later than 14 days from the date of receipt of the returned Product or proof of its return by the Customer.

(9) the Store has the right to refuse to accept the return of the Product or to reduce the amount of the return if the Product has been returned in a deteriorated condition resulting from use beyond what is necessary to ascertain the nature, characteristics and functioning of the Product.

(10) The Store shall not be responsible for delays in delivery or other problems resulting from irregularities in the contact or address information provided by the Customer.

(11) In the event of a defect in the Product, the Customer has the right to file a complaint under the conditions specified in §7 of the Terms and Conditions.

## §7 Complaints

(1) The Customer has the right to file a complaint in case of defects in the Product, both physical and legal, including defects related to digital content, unless the digital content was delivered as described and functions properly.

(2) Complaints will be processed by the Store within 14 days of receipt. In the case of complaints regarding digital content, the Service Provider will endeavor to respond to the complaint as soon as possible.

(3) If the complaint is accepted, the Service Provider undertakes to replace the defective Product with a full-quality one, repair the Product, reduce the price, or refund the amount paid, depending on the Client's choice.

(4) The Service Provider excludes liability under the warranty for physical and legal defects of Products to Entrepreneurs, in accordance with Article 558 § 1 of the Civil Code. This exclusion does not apply to Entrepreneurs on consumer rights.

(5) Towards Consumers, the Service Provider shall be liable for physical or legal defects of the Products under the terms of Article 556 of the Civil Code.

(6) In the case of a contract with a Consumer, if a physical defect is discovered before the expiration of one year from the release of the Product, it shall be presumed that the defect existed at the time when risk passed to the Consumer.

(7) The Consumer may file a complaint by e-mail to [kontakt@razdwatrzyrytmika.pl](mailto:kontakt@razdwatrzyrytmika.pl) or in writing to the Service Provider's address. It is recommended to provide in the complaint contact information, Order number, indication of the Product complained about, description and date of the defect found and the demand related to the complaint.

(8) The Consumer has the right to demand a price reduction or withdrawal from the contract, unless the Service Provider immediately replaces the defective Product with a defect-free one or removes the defect. This limitation does not apply if the Product has already been replaced or repaired, or the

Service Provider has failed to comply with the obligation to replace the Product with a defect-free one or remove the defect.

(9) The Consumer may request replacement of the Product for defect-free or removal of the defect, unless bringing the Product into conformity with the contract in the manner chosen by the Consumer is impossible or would require excessive costs.

(10) A complaint may not be considered valid if the defect is insignificant or it is related solely to the subjective feeling of the Consumer.

(11) The Service Provider is obliged to accept the defective Product from the Consumer in case of replacement of the Product with a defect-free one or withdrawal from the contract.

(12) The Service Provider shall respond to the Consumer's request within 14 days of receipt of the complaint. In the absence of a response within this period, it shall be deemed to have recognized the Consumer's request as justified.

(13) The Service Provider shall be liable under the warranty, if valid, to the Consumer on the basis of these Regulations, the Consumer Law and the provisions of the Civil Code, and if the physical defect is found before the expiration of 2 years from the release of the Product to the Consumer. The claim for removal of the defect or replacement of the Product shall be time-barred after 1 year from the date of discovery of the defect, but not earlier than 2 years from the release of the Product to the Consumer.

(14) In the case of musical works delivered or downloaded by the Consumer to the device, they are not subject to complaint, unless there are defects that prevent their playback as described in the Product.

(15) Complaints about Electronic Services provided by the Service Provider may be addressed via e-mail or in writing to the Service Provider's address. The Service Provider will respond to the complaint immediately, but no later than within 14 days of receipt.

(16) Entrepreneurs on the rights of Consumers, in accordance with Article 38a of the Act and Article 385 (5), Article 556 (4), Article 556 (5) and Article 576 (5) of the Civil Code, have the rights of Consumers to withdraw from the contract and to complain about Products, excluding the Service Provider's liability under the warranty for defects of Products.

(17) To exercise the rights related to withdrawal from the contract or complaint, the Entrepreneur on the rights of the Consumer may use the dedicated forms provided by the Shop or send the relevant information in writing to the address of the Service Provider.

(18) The form of withdrawal from the Sales Contract for the Entrepreneur on the rights of the consumer is attached as Annex No. 1 to these Regulations, and the form of complaint is attached as Annex No. 2.

(19) When using a form of withdrawal from the contract or complaint other than the forms provided, the Entrepreneur on the rights of the consumer should provide the following data in their correspondence: name and surname, company, address, Tax Identification Number, subject of the contract (Product), date of conclusion of the contract (placing the Order), date of occurrence of the defect (in the case of a complaint) and date of submission of the statement of withdrawal from the Contract of Sale or complaint.

(20) A businessman on the rights of a consumer is obliged to provide data confirming his status in accordance with Article 38a of the Law and Article 385 (5), Article 556 (4), Article 556 (5) and Article 576 (5) of the Civil Code.

(1) The Store processes Customers' personal data in accordance with applicable laws, including the General Regulation on the Protection of Personal Data (RODO), and in accordance with the Privacy Policy available on the Website.

(2) The Customer has the right to access his/her data, to correct it, to delete it (the so-called right to be forgotten) and to demand the cessation of its processing, as well as the right to data portability and to object to data processing.

(3) The Store processes Customers' personal data for the purpose of executing the Sales Agreement, including order processing, Product delivery, payment processing, as well as for marketing purposes, provided that the Customer has given his/her consent. This data is processed in accordance with applicable laws, including the RODO.

(4) The administrator of the personal data is RAZ, DWA, TRZY RYTMIKA ANNA SZEWCZYK, NIP: 6581887047, Address: Zielona 30, 05-555 Nowe Racibory, Poland.

(5) The customer has the right to access his/her data, rectify, delete or restrict processing, as well as the right to data portability, object to processing and the right to withdraw consent to data processing at any time.

(6) Provision of personal data is voluntary, but necessary for the execution of the Sales Agreement. Failure to provide data may result in the Store's inability to process the order.

(7) Customers' personal data are stored for the period necessary for the implementation of the Sales Agreement, and after its completion for the period required by law, including tax and accounting regulations.

(8) The Customer has the right to lodge a complaint to the supervisory authority in charge of personal data protection if he/she considers that the processing of his/her personal data violates the provisions of the RODO.

(9) The store uses appropriate technical and organizational measures to ensure the protection of processed personal data, including safeguards against unauthorized access, loss or destruction.

(10) Detailed information on the processing of personal data, including information on data recipients, data storage period and Customers' rights, is contained in the Privacy Policy available on the Store's Website.

#### §9 Right of withdrawal

(1) Consumers have the right to withdraw from the contract, without giving any reason, under the Act, within 14 days from the receipt of the Product, except as further specified in §9 of the Terms and Conditions.

(2) Pursuant to Art. 38 of the Act, the right of withdrawal from a contract concluded off-premises or at a distance shall not be granted to a consumer with respect to purchased Digital Products. By purchasing Digital Products from the Store, the customer declares that the Service Provider has fully performed the service with the express and prior consent of the consumer, who was informed before the start of the service that after the performance of the service by the entrepreneur will lose the right to withdraw from the contract, and has accepted this. In such a situation, the Service Provider shall provide the Client with the confirmation referred to in Article 15 (1) and (2) or Article 21 (1) of the Act.

(3) The deadline for withdrawal from the contract is 14 days. The period shall begin:

(a) For a contract in which the Service Provider issues the Product and is obliged to transfer its ownership - from the taking of possession of the Product by the Consumer or a third party other than the carrier designated by the Consumer.

b) For a contract involving multiple Products delivered separately, in batches or in parts - from taking possession of the last Product, batch or part.

c) For a contract involving regular delivery of Products for a fixed period of time - from taking possession of the first of the Products.

d) For other contracts and digital content delivered not on a tangible medium - from the date of conclusion of the contract.

(4) To meet the deadline it is sufficient to send the statement before its expiration.

(5) The right of withdrawal may be exercised by sending an e-mail to kontakt@razdwatrzrytmika.pl or in writing to the address of the Service Provider.

(6) In case of withdrawal from the contract, the Contract of Sale is considered not concluded.

(7) The Consumer is obliged to return the Product to the Service Provider immediately, but no later than within 14 days from the day on which he/she withdrew from the Sales Contract. The cost of returning the Product shall be borne by the Consumer, unless the Service Provider has agreed to bear it.

(8) The Consumer shall be liable for any diminution in the value of the Product resulting from the use of the Product beyond what is necessary to ascertain the nature, characteristics and functioning of the Product.

(9) The Service Provider shall promptly, but not later than within 14 days from the date of receipt of the statement of withdrawal from the Sales Agreement, return to the Consumer all payments made by the Consumer, including the costs of delivery of the Product, except for additional costs resulting from the method of delivery chosen by the Client other than the cheapest ordinary method of delivery offered by the Service Provider.

(10) The Service Provider shall refund the payment using the same method of payment used by the Consumer, unless the Consumer has expressly agreed to a different method that does not involve any costs for the Consumer.

## §10 Final provisions

(1) All content available on [www.razdwatrzrytmika.pl](http://www.razdwatrzrytmika.pl), including articles, posts and other forms and materials, are subject to copyright belonging to the Service Provider or entities from which the Service Provider has obtained permission to post them. These rights are protected in accordance with the Law of February 4, 1994 on Copyright and Related Rights. Any reproduction, copying or distribution of the content without the written consent of the Service Provider is prohibited.

(2) Disputes arising from the application of these Terms and Conditions between the Service Provider and the Client who is not a Consumer shall be resolved by the court of competent jurisdiction according

to the seat of the Service Provider. This provision does not apply to Clients who are Entrepreneurs on consumer rights.

(3) The Service Provider's liability to the Client who is not a Consumer is limited to the amount of the price paid and the cost of delivery, but not more than PLN 1,000. The Service Provider shall be liable only for typical damages foreseeable at the time of conclusion of the contract and shall not be liable for lost profits.

(4) The Service Provider reserves the right to make changes to the Terms and Conditions for important reasons, such as changes in the law, changes in the manner of providing services, expansion of the functionality of the Store, clerical errors, changes in contact details or other data indicated in the Terms and Conditions.

(5) Amendments to the Regulations shall become effective 14 days after their announcement, unless a different effective date for the amendments is expressly stated. In the case of services of a continuous nature, the Service Provider shall inform about the changes by e-mail, and the Client has the right to terminate the contract within 14 days from the date of receipt of information about the change.

(6) In matters not covered by these Regulations, the provisions of generally applicable Polish law, in particular the Civil Code, the Act and the Consumer Law shall apply.

(7) These Regulations do not exclude the provisions in force in the country of habitual residence of the Consumer and Entrepreneur on the rights of the consumer, which cannot be excluded by contract. In this case, the Service Provider guarantees the protection granted under these provisions.

(8) The provisions of the Regulations do not exclude the possibility of taking legal action in accordance with applicable laws against persons or entities that violate the terms of the license or copyright.

Attachment No. 1: Sales contract withdrawal form for Entrepreneur on consumer rights

Date:.....

I/We [Name of Entrepreneur on consumer rights], hereby declare to withdraw from the contract of sale of the following goods:

Name of product(s): \_\_\_\_\_

Order number: \_\_\_\_\_

Date of conclusion of the contract / receipt of the product(s): \_\_\_\_\_

Entrepreneur's address on consumer rights: \_\_\_\_\_

Signature of the Entrepreneur on consumer rights \_\_\_\_\_

Appendix No. 2: Complaint form

Date: .....



I/We \_\_\_\_\_, hereby make a complaint regarding the following goods:

Name of product(s): \_\_\_\_\_

Order Number: \_\_\_\_\_

Date of contract: \_\_\_\_\_

Detailed description of the defect: \_\_\_\_\_

Request (please mark appropriate):

☐ replacement of the product with a new one, free of defects

☐ repair of the product

☐ price reduction

☐ rescission of the sales contract and refund of the amount paid

Address for returning the product / reply: \_\_\_\_\_

Customer signature \_\_\_\_\_