

§ 1. Definitions

Whenever the Terms and Conditions refer to:

1. Seller – it shall be understood as ESUS IT sp. z o.o. (formerly ESUS IT ALEKSANDRA DROBIŃSKA), entered into the Central Register and Information on Economic Activity, ul. Somosierry 30A, 71-181 Szczecin, Poland, District court Szczecin-centrum in Szczecin, XIII Business Division of the National Court Register, KRS: 0001012470; Tax Identification Number (NIP): PL8522690002; Business Identification Number (REGON): 524134686, Share capital 5 000 zł;
2. Online Shop – it shall mean the Seller's shop available at www.esus-it.pt;
3. Working Day – it shall mean every day, except Saturdays, Sundays or public holidays in accordance with the catalogue of public holidays as defined in the Act of 18 January 1951 on non-working days;
4. Customer – it shall mean:
 - a. a natural person with full legal capacity, and in the cases provided for by generally applicable laws, a natural person with limited capacity to perform acts in law, or,
 - b. a legal person, or,
 - c. an organisational unit without legal personality, to which the law grants legal capacity.

which concluded or intends to conclude a Sale Agreement with the Seller;

5. Consumer – a natural person who, when placing an Order, acts for purposes that are not directly related to their business or professional activity, as well as a natural person (entrepreneur) who, when placing an Order, acts for purposes related to their business activity, but not of a professional nature of it, arising in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity;
6. Service – it shall mean a service provided by electronic means to the Customer by the Seller on the terms specified in the Terms and Conditions;
7. Account – it shall mean the Service consisting in providing individually personalised Customer's administrative panel available after registration and logging in the Online Shop, where the data provided by the Customer, information on the Orders placed by him or her and the concluded Sales Agreements are collected;
8. Newsletter – it shall mean the Service consisting in distributing by electronic means to the e-mail address provided by the Customer, including commercial information sent by or on behalf of the Seller;
9. Product – it shall mean a movable property available in the Online Shop which is the subject matter of the Sale Agreement between the Customer and the Seller;

10. Stationary Store – it shall mean the Seller's retail outlets located in the territory of the Republic of Poland, whose addresses are available on the website of the Online Shop;
11. Sale Agreement – it shall mean a sales agreement within the meaning of the provisions of the Civil Code, concluded remotely by means of the Online Shop between the Customer and the Seller;
12. Registration Form – it shall mean an electronic form available in the Online Shop, allowing to set up the Account;
13. Newsletter Form – it shall mean the electronic form available in the Online Shop, which allows subscribing for the Newsletter;
14. Order Form – it shall mean the Service consisting in making the electronic form available in the Online Shop by means of which the Customer selects the Product for the purpose of placing the Order and determines the terms and conditions of the Sale Agreement, in particular the form of payment and the manner of delivery;
15. Notification of Availability – it shall mean the Service consisting in providing by the Seller to the e-mail address indicated by the Customer the information on the Product availability and the possibility of placing the Order;
16. Purchase List – it shall mean the Service consisting in creating a virtual shopping list;
17. Order – it shall mean the Customer's declaration of will submitted by means of the Order Form and aimed directly at concluding the Product Sale Agreement;
18. Personal Data – it shall mean information about an identified or identifiable natural person (the 'data subject'). An identifiable natural person is a person that can be directly or indirectly identified, in particular on the basis of an identifier such as the name, e-mail address, IP address, location, cookies and telephone number;
19. GDPR – it shall mean the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing the Directive 95/46/EC (General Data Protection Regulation);
20. Terms and Conditions – it shall mean this document, i.e. Terms and Conditions of Providing Services by Electronic Means;
21. Customer's Inquiry – it shall mean the Seller's contact with the Customer at the e-mail address indicated by the Customer in order to answer the Customer's questions.

§ 2. Introductory Provisions

1. The Online Shop available at <http://www.esus-it.pt/> is run by ESUS IT sp. z o.o. (formerly ESUS IT ALEKSANDRA DROBIŃSKA), entered into the Central Register and Information on Economic Activity, with Tax Identification Number (NIP): PL8522690002, Business Identification Number (REGON): 524134686, ul. Somosierry 30A, 71-181 Szczecin, Poland.

2. The Terms and Conditions define the rules of using the Online Shop, accepting and processing Orders, rules and forms of payment, the rules of withdrawing from the agreement and the rules of filing and processing complaints.
3. The Customer is obliged to read the Terms and Conditions and comply with its provisions.
4. The Customer may contact the Seller by:
 - a. e-mail to the address: sales@esus-it.com,
 - b. telephone at: [+48 530 453 637](tel:+48530453637), [+48 692 874 210](tel:+48692874210), [+48 507 472 637](tel:+48507472637).
 - c. a letter, to the address of the Seller, i.e. ESUS IT sp. z o.o. (formerly ESUS IT ALEKSANDRA DROBIŃSKA), ul. Somosierry 30A, 71-181 Szczecin, Poland.
5. The costs of using the means of remote communication referred to in section 4 shall be borne by the Customer. Such fees shall be charged according to the rates of the telecommunications operator whose services are used.

§ 3. Using the Online Shop

1. Via the Online Shop, the Customer may use the following Services:
 - a. Account,
 - b. Order form,
 - c. Newsletter,
 - d. Notification of Availability,
 - e. Purchase List.
2. The use of the Account Service requires the Customer to fill in the Registration Form available in the Online Shop by providing his or her data, including Personal Data, such as:
 - a. in the case of a Customer being a natural person: the first name, surname, street name and number, postal code, city, phone, e-mail address, country, login, password;
 - b. in the case of a Customer being a natural person conducting business activity or a Customer not being a natural person: company name, Tax Identification Number (NIP), first name, surname, street name and number, postal code, city, phone, e-mail address, country, login, password.
3. The Account Service is provided free of charge for an indefinite period of time. The Customer may terminate the Service at any time, without specifying the reason by sending a relevant request to the Seller, in particular using the Unsubscribe link available in each Newsletter or by contacting the Seller in the manner specified in § 2 section 4.
4. Using the Order Form Service for placing an Order is possible after adding the first Product to the electronic basket. To place the Order it is necessary to provide the Customer's data and data concerning the Sale Agreement, including the Product or Products, their number, place and manner of their

delivery, method of payment. The Order is placed by clicking the button Order with the obligation to pay.

5. If a Customer does not use the Account to submit the Order, it is necessary to provide data, including the Personal Data referred to in section 2.
6. The Order Form Service shall be provided free of charge and is of one-time nature and ends at the moment the Order is placed or at the time the Customer discontinues the Order.
7. Using the Newsletter Service is possible after completing the Newsletter Form, clicking on the Sign up button and confirming the willingness to subscribe to the Newsletter by clicking the confirmation link sent to the e-mail address provided in the Newsletter Form. Using the Newsletter Service is also possible by selecting an appropriate option in the Personal Data panel after logging in to the Account.
8. The Newsletter service is provided free of charge for an indefinite period of time. The Customer may terminate the Service at any time, without specifying the reason by sending a relevant request to the Seller, in particular using the Unsubscribe link available in each Newsletter or by contacting the Seller in the manner specified in § 2 section 4.
9. In order to use the Online Shop, the Customer must have a computer or other device with Internet access and a web browser, as well as an active e-mail account.
10. In order to use the Online Shop and the Services:
 - a. the computer or other device referred to in section 10 must meet the requirements for launching the browser referred to in letter (b),
 - b. the web browser referred to in section 10 must support HTML5, CSS3 and JavaScript technology and meet the following requirements in terms of software versions:
 1. Internet Explorer in 7.0 or later version;
 2. Microsoft Edge in 97 or later version;
 3. Mozilla Firefox in 11.0 or later version;
 4. Google Chrome in 19.0 or later version;
 5. Opera in 9.0 or later version.
11. The Customer, when using the Online Shop, undertakes to refrain from undertaking activities violating the applicable laws, principles of social co-existence, public order and established customs. In particular, it is prohibited to:
 - a. undertake any action causing disruption in the use of services provided by electronic means, including the distribution of unwanted messages (spam) or harmful messages (viruses, etc.) by the Customers,
 - b. provide the content of an unlawful nature or in an unlawful manner by the Customer,
 - c. violate the rights of third parties or the Seller.
12. Any complaints regarding the functioning of the Online Shop and the Services may be submitted by the Customer using the communication forms specified in § 2 section 4 of the Terms and Conditions. The rules for submitting Product complaints are specified in § 7 of the Terms and Conditions.

13. In order to facilitate and speed up the processing of the complaint, it is recommended to provide in the complaint description:
 - a. the information concerning the subject matter of the complaint, such as the time of occurrence and type of irregularity,
 - b. the Customer's request,
 - c. contact details of the complaining party.
14. Failure to provide the information referred to in section 12 shall not affect the effectiveness of the complaint filed without such information.
15. The Seller is obliged to process all complaints submitted by the Customer immediately, within a period not exceeding 14 days.

§ 4. Sale Agreement

1. The Product price includes taxes. The Customer shall be informed, at the time of placing the Order in the Order Form, including when the Customer expresses the will to be bound by the Sale Agreement, of the total price and taxes of the Product being the subject of the Order, as well as of the costs of delivery (including delivery and postal charges) and other costs, and when the amount of the costs cannot be determined – of the necessity to pay them;
2. Orders are placed by the Customer once the Customer clicks on the button Order with the obligation to pay in the Order Form;
3. After placing an Order by the Customer, the Seller verifies the possibility of its execution, in particular the availability of the Product;
4. The User may cancel or change the Order up to the moment of concluding the Sale Agreement;
5. If the performance of a part of or of the whole Order is not possible, the Seller shall immediately inform the Customer by e-mail about cancelling the Order in whole or in the part in which the Order performance is not possible;
6. Within 3 Business Days after the receipt of an electronic message from the Seller about cancelling the Order in part, the Customer may confirm to the Seller by electronic means the consent to carry out the remaining (not cancelled) part of the Order. Failure to confirm the performance of the remaining part of the Order within the deadline referred to in the preceding sentence shall be treated as cancellation of the Order in its entirety;
7. After placing the Order and verifying the possibility of its execution, the Seller confirms its receipt and commencing its execution;
8. Confirming the receipt of the Order and commencing its execution takes place by sending by the Seller to the e-mail address indicated by the Customer an e-mail message containing the Seller's declaration on receiving the Order, information on concluding the Sale Agreement and links to the content of the Terms and Conditions and the Privacy Policy;
9. Upon receipt by the Customer of the electronic message referred to in section 8, the Sale Agreement between the Customer and the Seller is concluded.

§ 5. Delivery

1. The Product may be delivered in the territory of the Republic of Poland and the following countries: Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Spain, the Netherlands, Ireland, Liechtenstein, Lithuania, Luxembourg, Latvia, Malta, Monaco, Germany, Norway, Portugal, Russia, Romania, Slovakia, Slovenia, Switzerland, Sweden, Ukraine, Hungary, United Kingdom, Italy, United States, Canada, Albania, Korea, China, Hong Kong, Taiwan, Israel, Japan, Turkey;
2. The Product shall be delivered in the manner indicated by the Customer from among the options offered by the Seller:
 - a. courier delivery,
3. The Product delivery is subject to a charge. The Customer shall be informed about the delivery costs (including delivery and postal charges) when placing the Order in the Order Form, including when the Customer expresses the will to be bound by the Sale Agreement. Information on delivery costs is also available at www.esus-it.pt/SHIPPING-cinfo-eng-4.html,
4. The delivery time of an Order ranges from 1 to 14 Working Days in the case of domestic shipments and from 2 to 21 Working Days for foreign shipments;
5. The delivery time of an Order begins to run:
 - a. in the case of payments before the dispatch – from the date of crediting the Seller's bank account,
6. If the Order received is incomplete or damaged, the Customer may file a complaint to the carrier:
 - a. in the case of courier delivery: by signing the consignment note, obligatorily inserting the endorsement 'I accept with a reservation'. In such a case, it is necessary to request the courier to draw up the damage protocol and collect one copy of the completed protocol.
7. If several Products are ordered, the delivery may be split into several packages, but this will not affect the delivery cost.

§ 6. Payments

1. The Seller accepts the following forms of payment under the Sale Agreement:
 - a. in the case of courier delivery, the Customer may pay,
 1. by bank transfer (payment before shipping),
 2. electronically by PayU, PayPal, BLIK, Tpay, Klarna (payment before shipping),
 3. in instalments (payment before shipping),
 4. by Visa or MasterCard payment card (payment before shipping).

In the case of payment by bank transfer, electronically or by a payment card, the Customer is obliged to make the payment within 3 Working Days from the date of concluding the Sale Agreement.

§ 7. Right of withdrawal

1. Subject to section 11 below, the Consumer shall have the right to withdraw from the agreement without stating the reason;
2. Withdrawal from the agreement shall take place by submitting a relevant declaration within 14 days from:
 - a. taking possession of the Product by the Consumer or a third party indicated by the Consumer other than the carrier, and in the case of an agreement which covers many Products which are delivered separately, in lots or in parts, from taking possession of the last Product, lot or part,
 - b. concluding the agreement – for other agreements.
3. In order to submit a declaration of withdrawal from the agreement, the Consumer may submit the declaration on withdrawal from the agreement, in particular:
 - a. in writing, to the address of the Seller, i.e. ESUS IT sp. z o.o. (formerly ESUS IT ALEKSANDRA DROBIŃSKA), ul. Somosierry 30A, 71-181 Szczecin, Poland,
 - b. using the form available at the internet address: www.esus-it.pt/RMA-FORM-ccms-eng-27.html,
 - c. in the form of an electronic message sent to the address rma@esus-it.com.
4. When submitting the declaration of withdrawal from the agreement, the agreement withdrawal form constituting Appendix no. 1 to the Terms and Conditions may be used;
5. The Seller shall immediately confirm the receipt of the Consumer's declaration of withdrawal from the Sale Agreement;
6. Not later than within 14 days from the date of receipt of the Consumer's declaration of withdrawal from the agreement, the Seller shall return the payment made by the Consumer, with the exception of any additional costs resulting from the method of delivery selected by the Consumer other than the cheapest standard method of delivery offered by the Seller. The Consumer shall only bear the direct costs of returning the Product;
7. The payment shall be reimbursed using the same method of payment which the Consumer used when purchasing the Product, unless the Consumer has given their consent to another method of reimbursement, which does not entail bearing any costs by the Consumer;
8. If the Seller has not offered to collect the Product from the Consumer, he/she may withhold the reimbursement of the payment received from the Consumer until the Product is returned or until the Consumer has delivered a proof of having sent the Product back, whichever event occurs first;
9. The buyer has the right to withdraw from the signed contract in writing without giving any reason within fourteen days, from the date of signing of the contract on the basis of the Act of 30 May 2014. (Dz.U. 2014 r. poz. 827 ze

zm.) In the event of written withdrawal from the contract, the Customer is obliged to return the goods within fourteen days. The right referred to above shall also apply to a private individual concluding a contract directly related to his/her business activity, when it follows from the content of this contract that it does not have a professional character for this individual, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity... The Consumer may return the Product to the following address: ESUS IT sp. z o.o. (formerly ESUS IT ALEKSANDRA DROBIŃSKA) Dział RMA, ul. Somosierry 30a, 71-181 Szczecin, Poland;

10. The Consumer shall be liable for a decrease in the value of the Product resulting from its use in a manner that goes beyond what is necessary to determine the nature, characteristics and functioning of the Product;
11. The Consumer shall not be entitled to withdraw from an agreement concluded outside the premises of the enterprise or remotely in respect of the agreements:
 - a. for the provision of services, if the Seller has performed a full service with the express consent of the Consumer, who was informed prior to the commencement of the service, that upon its performance by the Seller, the right to withdraw from the agreement is excluded,
 - b. in which the price or remuneration depends on fluctuations in the financial market over which the Seller does not have any control, and which may occur before the expiry of the deadline for withdrawal from the agreement,
 - c. in which the subject of the supply is a non-prefabricated Product, manufactured according to the Consumer's specification or intended to satisfy their individual needs,
 - d. in which the subject of the supply is a Product which spoils quickly or has a short shelf life,
 - e. in which the subject of the supply is a Product delivered in a sealed package which, after opening the package, cannot be returned due to health protection or for hygiene reasons, if the packaging was opened after the delivery,
 - f. in which the subject of the supply are Products which, after their delivery, by reason of their nature, are inseparable from other items,
 - g. in which the subject of the supply are alcoholic beverages, the price of which has been agreed upon concluding the sales agreement, and the delivery of which may take place only upon the lapse of 30 days, and whose value depends on fluctuations in the market over which the entrepreneur has no control,
 - h. in which the Consumer expressly requested that the Seller arrives for urgent repair or maintenance; if the Seller additionally provides other services other than those the Consumer has requested, or supplies the Products other than spare parts necessary to perform the repair or maintenance, the right of withdrawal from the agreement shall apply to the Consumer in respect of those additional services or Products,

- i. in which the subject of the supply are audio or visual recordings or computer programs supplied in a sealed packaging if the packaging has been opened after the delivery,
- j. for the provision of journals, periodicals or magazines, except for subscription agreements:
- k. enter into by public auction,
- l. for the provision of accommodation, other than for residential purposes, carriage of goods, rental of cars, catering, leisure services, entertainment, sports or cultural events, if the agreement specifies the day or period of providing the service,
- m. for the supply of digital content which is not recorded on a tangible carrier if the performance of the service started with the express consent of the Consumer before the expiry of the deadline for withdrawal from the agreement and after informing the consumer by the entrepreneur of the loss of the right to withdraw from the agreement.
- n. If the 14-day right of withdrawal is exercised, the cost of returning the goods is covered by the seller/buyer.

§ 8. Complaints

1. The Seller shall be liable to the Customer who is the Consumer, if the sold Product has a physical or legal defect (warranty) to the extent specified by generally applicable laws, in particular the Civil Code;
2. The Seller undertakes to deliver the Product without defects to the Customer;
3. The Customer may file a complaint if the Product has defects and if the Product is inconsistent with the description in the Product description;
4. In order for a complaint concerning the Product to be considered, the Customer shall submit the complaint in the following manner:
 - a. in writing, to the address of the Seller, i.e. ESUS IT sp. z o.o. (formerly ESUS IT ALEKSANDRA DROBIŃSKA), ul. Somosierry 30A, 71-181 Szczecin, Poland,
 - b. using the form available at the internet address: www.esus-it.pt/RMA-FORM-ccms-eng-27.html,
 - c. in the form of an electronic message sent to the address rma@esus-it.com,
 - d. in person at the Stationary Shop.
5. In order to facilitate and speed up examining the complaint, it is recommended to provide in the description of the complaint:
 - a. identification of the Product to which the complaint refers,
 - b. description of the defect,
 - c. date of detecting the defect,
 - d. indication of what the Customer demands,
 - e. the number of the sales document or the order number.

6. Failure to provide the information referred to in section 5 shall not affect the effectiveness of the complaint filed without such information;
7. When submitting the complaint, it is possible to use the complaint form attached as Appendix no. 2 to the Terms and Conditions;
8. If the Product has a defect or is inconsistent with the description, the Customer shall be entitled to make a statement on the reduction of the price or to withdraw from the agreement, unless the Seller immediately and without undue inconvenience for the Customer replaces the Product for a Product which is free from defects or removes the defect. Moreover, if the Product has a defect, the Customer may demand that the Product be replaced with a Product free from defects or that the defect be removed;
9. If the Customer is a Consumer, he or she may demand that instead of removing the defect offered by the Seller the Product be replaced for a Product that is free from defects, or instead of replacing the Product demand rectification of the defect, unless it is impossible to bring the Product into conformity with the agreement in the way chosen by the Consumer, or would require excessive costs in comparison with the way proposed by the Seller;
10. If the Consumer submits any of the statements referred to in section 8, and the Seller does not respond to the statement within 14 days of its receipt, it is considered that the Seller accepted the Consumer's complaint;
11. The guarantee terms are specified in the guarantee card of the Product if the guarantee has been granted. The guarantee can be used even if the guarantee card has not been received. This provision does not exclude, limit or suspend the rights of the Consumer resulting from consumer rights and statutory warranty provisions.

§ 9. Alternative dispute resolution

1. If the Seller has not recognised the Consumer's complaint and the Consumer does not agree with the Seller's decision, he or she may bring the matter to the court, but also seek mediation or settlement at the arbitration court, and therefore use alternative dispute resolution methods (ADR);
2. If the Consumer wants to resolve the dispute without going to court, he or she should use mediation or an amicable court. To this end, it is necessary to provide the institution before which the relevant proceedings will take place with the appropriate form – a request for mediation or arbitration (in some institutions the form has different names, e.g. an application – subscribing for arbitration court);
3. At the following address: <http://ec.europa.eu/consumers/odr/> you can find an online platform for the settlement of disputes between consumers and traders at EU level (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop place for consumers and entrepreneurs seeking out-of-court settlement of disputes over contractual obligations arising from online sales agreements or service agreements;

4. Initiating the ADR procedure is only possible after the complaint procedure has been completed;
5. The settlement of disputes under ADR procedure requires the consent of both parties (the Consumer and the Seller) to resolve the dispute in a given manner;
6. Further information on alternative dispute resolution can be found at the website of the Office of Competition and Consumer Protection.

§ 10. Provisions concerning Customers who are not Consumers

1. The provisions of this article apply only to the Customers who are not Consumers;
2. The Seller shall have the right to withdraw from the Sale Agreement within 14 days from the date of its conclusion. The withdrawal from the Sale Agreement in such a case may take place without stating the reason and shall not give rise to any claims on the part of the Customer in relation to the Seller;
3. The Seller may require prepayment (payment before shipping) for all or part of the Order, regardless of the payment method selected by the Customer;
4. Pursuant to Article 558 § 1 of the Civil Code, the Seller's liability under the warranty for the Product towards a Customer who is not a Consumer is excluded;
5. The Seller's liability towards the Customer who is not a Consumer, regardless of its legal basis, is limited – both for a single claim and for all claims in total – up to the amount of the price paid and the delivery costs under the Sale Agreement. The limitation of the amounts referred to in the preceding sentence shall apply to any claims directed by the Customer who is not a Consumer in relation to the Seller, including in the event of a failure to conclude the Sale Agreement or not related to the Sale Agreement. The Seller shall be liable towards the Customer who is not a Consumer only for typical damage foreseeable at the time of concluding the agreement and shall not be liable for lost profits. The Seller shall not be liable to the Customer who is not a Consumer for any delay in the delivery;
6. In any disputes arising between the Customer who is not a Consumer and the Seller the competent court shall be the common court having jurisdiction over the Seller's registered office.

§ 11. Personal data

1. The Controller of the Personal Data of persons visiting the Online Shop and the Customers is ESUS IT sp. z o.o. (formerly ESUS IT ALEKSANDRA DROBIŃSKA), entered into the Central Register and Information on Economic Activity, with Tax Identification Number (NIP): 6721927664, Business Identification Number (REGON): 320539978, ul. Somosierry 30a, 71-181 Szczecin, Poland;

2. The Seller collects and processes Personal Data for the purpose of concluding and performing the Sale Agreement, in order to maintain the Account as well as to perform legal obligations resting on the Seller. To the extent that the Seller decides on the purposes and means of processing personal data, the Seller is the controller of the Personal Data. Processing personal data of the Customer who is a natural person conducting business activity takes place in accordance with the provisions of the GDPR, taking into account the provisions of the Act on Providing Services by Electronic Means and other generally applicable provisions of law;
3. More information about Personal Data processing, in particular:
 - a. the personal data controller,
 - b. the nature, purposes and legal bases of the personal data processing,
 - c. time of personal data processing,
 - d. recipients of the data,
 - e. transfer of the data to third countries,
 - f. rights of the data subject,
 - g. the obligatory or voluntary nature of providing the data.
 - h. can be found in the Privacy Policy available at: www.esus-it.pt/Privacy-policy-cterm-330.html.

§ 12. Final provisions

1. All contracts concluded through the Online Shop shall be concluded in Polish;
2. These Terms and Conditions may be amended for important reasons, in particular such as changing the scope of business activity or commercial offer, the need to adjust the provisions of the Terms and Conditions to the provisions of the applicable law, the need to ensure the correct functioning of the Online Shop, the need to ensure the security of persons using the Online Shop, the need to introduce new rules or changing the existing rules of operation of the Online Shop;
3. If it is necessary to amend the Terms and Conditions, the Seller shall inform the Customers of the kind and nature of the changes by sending them electronically, to the e-mail addresses assigned to the Account, the amended version of the Terms and Conditions, no later than 14 days before the planned changes are made;
4. In the case of continuous contracts (e.g. Account or Newsletter), the amended Terms and Conditions shall bind the Customer if he or she has been notified of the changes and has not terminated the agreement within 14 days of the date of receiving the notification. If new fees are introduced as a result of amending the Terms and Conditions or the currently applicable fees are increased, the Customer who is a Consumer shall have the right to withdraw from the agreement;
5. In the case of other agreements than the agreements referred to in section 4, the amendments to the Terms and Conditions shall not infringe the acquired

rights of the Customers, in particular they shall not affect the concluded Sale Agreements;

6. In matters not regulated herein, the provisions of generally applicable law shall apply, including the provisions of the Civil Code and the Act of 4 February 1994 on Copyright and Related Rights, and in the case of Consumers additionally the provisions of the Act of 30 May 2014 on Consumer Rights.