

## **TERMS and CONDITIONS of beSmart Online Shop**

### **1. GENERAL PROVISIONS**

- 1.1. These Terms and Conditions provide a legal basis defining regulations of the use of beSmart online shop. The Terms and Conditions are made available free of charge through beSmart Online Shop, which gives the possibility to get familiar with their contents before concluding an agreement, as well as to download, save and print them out.
- 1.2. By ordering products in beSmart online shop, the Buyer accepts the provisions hereof and undertakes to comply with them.
- 1.3. These Terms and Conditions have been drawn up on the basis of Article 8 paragraph 1 point 1 of Act of 18 July 2002 on Providing Services by Electronic Means.

### **2. DEFINITIONS**

In these Terms and Conditions capitalized terms mean as follows:

- 2.1. **beSmart** – means the online shop <https://besmartdesign.com/>, operated and administrated by BESMART DESIGN SP Z O.O with the registered office in Warsaw, address: ul. Wyspiańskiego 2/6, 01-577 Warszawa; Tax Identification Number (NIP): 525-260-13-22, Industry Identification Number (REGON): 360174758, phone number: +48507952536; e-mail: kontakt@besmartdesign.com; registered in the Central Registration and Information on Business operated by the Ministry of Economy.
- 2.2. **Product** - means any moveable goods constituting a subject of Sale through beSmart;
- 2.3. **Buyer** - means a natural person over 18 years old who has got full capacity to perform acts in law, a legal entity or organizational unit without legal personality, but with the capacity to acquire rights and incur liabilities, making a purchase in beSmart. The Buyers can be persons at least 13 years old, but who are not 18 years old, insofar as they are able to acquire rights and incur liabilities in accordance with generally applicable law;
- 2.4. **Consumer** - means the Buyer who is a natural person performing acts in law in beSmart which are not directly related to their business or professional activities under Article 22<sup>1</sup> of Civil Code;
- 2.5. **Sale** - means the procedure leading to concluding the contract of sale of Products between the Buyer and the Seller. The Sale is performed through the Internet on terms and conditions listed herein;
- 2.6. **Seller** - means BESMART DESIGN SP Z O.O with the registered office in Warsaw, address: ul. Wyspiańskiego 2/6, 01-577 Warszawa; Tax Identification Number (NIP): 525-260-13-22, Industry Identification Number (REGON): 360174758, phone number: +48507952536; e-mail: kontakt@besmartdesign.com; registered in the Central Registration and Information on Business operated by the Ministry of Economy;
- 2.7. **Terms and Conditions** – means these Terms and Conditions of use of beSmart;
- 2.8. **Civil Code** – means Act of 23 April 1964 (Journal of Laws of 2014, Item 121, as amended);
- 2.9. **Act on Consumer Rights** - means Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, Item 827);
- 2.10. **Act on Providing Services by Electronic Means** – means Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws 2013, Item 1422, as amended).
- 2.11. **GDPR** - 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 Directive 95/46/EC (General Data Protection Regulation).

### **3. TECHNICAL REQUIREMENTS OF USE OF BESMART**

- 3.1. Use of beSmart through the Internet is possible on condition that the following minimal technical requirements are met by the ICT system used by the Buyer:
  - a) Operating System: Windows, Linux (with graphical console) or Mac OS;
  - b) Hard disk: 8,0 GB free space;
  - c) Graphics card: 256 MB of memory supporting 1024x768 resolution;
  - d) Internet connection with a minimal bandwidth of 512kbit/s download and 128 kbit/s upload;

- e) Internet browser: Internet Explorer 8 or a later version, Mozilla Firefox 22 or a later version, Google Chrome 28 or a later version; supporting Javascript 1.5 or a later version;
  - f) Control: keyboard, mouse, touchscreen.
- 3.2. beSmart shall not be liable for blocking by mail servers administrators the possibility of sending messages to the e-mail address specified by the Buyer, as well as for the removal and blocking of e-mails by the software installed on the computer or any other device used by the Buyer.

#### **4. REGISTRATION AND TERMS AND CONDITIONS OF USE OF BESMART**

- 4.1 beSmart operates seven (7) days a week, 24 (twenty-four) hours per day (with the exception of short planned breaks caused by maintenance works).
- 4.2 It is necessary to have a working e-mail account in order to make purchases on beSmart.
- 4.3 Orders may be placed after a user account is created. It is done by filling in a registration form available on the beSmart's website, where one is obliged to give their name and surname (or a company name), correspondence address, e-mail address, phone number, and to accept these Terms and Conditions. In the case of a single purchase, it is not necessary to open a user account – it is necessary to fill in the order form correctly and accept these terms and conditions and delivery costs stipulated in it.
- 4.4 Upon filling in the form, an activation e-mail is sent to the e-mail address given in it. This e-mail should be received and the registration confirmed by clicking on the activation link.
- 4.5 In the process of registration or filling in the order form, the Buyer is obliged to give their true and full information.
- 4.6 When the user account is opened the delivery address shall become the default address which shall be used for the completion of orders; during every order, the Buyer has the possibility to give a different delivery address. In the case of giving the business address, it is also necessary to give the company name.
- 4.7 Making a purchase through the user account, the Buyer has the right to change their contact details at any time in order to update them, and to get access to the history of purchases. The history of purchases for unregistered users is not recorded because the data used for the completion of an order is only stored in the beSmart database during the completion time of a particular order.
- 4.8 The Buyer is prohibited to fill in the forms available on the beSmart website with the unlawful content.
- 4.9 The Buyer or any other person using beSmart shall provide themselves with IT means enabling them access to the beSmart website and acquisition of skills necessary to use the Internet and get access to the beSmart website, as well as incur the costs of the Internet access and equipment with relation to the use of the Internet and the <http://www.besmartdesign.pl/> website.
- 4.10 beSmart does not allow using any graphic elements belonging to beSmart, appearing on the <http://www.besmartdesign.pl/> website. The copyright to beSmart's graphic elements is held by beSmart.

#### **5. CONCLUDING THE SALE AGREEMENT AND PLACING ORDERS**

- 5.1 The information about Products available on the beSmart website shall not constitute the commercial offer as defined by the Civil Code provisions, but shall be an invitation to place offers as provided for in Article 71 of Civil Code.
- 5.2 The Buyer, sending an order for the Product through the beSmart website, places an offer of concluding the contract of sale. Each payment made by the Buyer (with the exception of payment made on delivery) constitutes a prepayment for the completion of the order, until the time beSmart confirms the acceptance of an order. As a result of order placed by the Buyer, beSmart sends the Buyer order specification on the provided e-mail address. The specification, as stated in the sentence hereinabove, does not constitute the confirmation of order acceptance. The confirmation of order acceptance (constituting a statement of accepting an offer, as stated hereinabove) shall be sent to the e-mail address provided by the Buyer.
- 5.3 To place an order the Buyer is obliged to select:
  - a) ordered Products and their quantity;
  - b) delivery method and delivery address, as well as an address with which an invoice or a receipt shall be issued;

c) payment method

- 5.4 The confirmation of accepting an order sent by beSmart to the e-mail address defined by the Buyer shall constitute the statement on accepting an offer hereinabove and result in concluding the sale agreement between the Buyer and beSmart.
- 5.5 In the e-mail defined in point 5.4 hereinabove beSmart shall specify the bank account number on which the payments shall be made unless the selected payment method is cash on delivery.
- 5.6 The number of offered Products by beSmart is changeable and is being constantly updated
- 5.7 Orders are fulfilled on a first-come, first-served basis until the items are sold out. In the event of unavailability of the items ordered and the lack of possibility to complete the Buyer's order, beSmart shall notify the Buyer about the event no later than 7 (seven) days as of the date of concluding the contract of sale and reimburse them money paid. The notification shall be sent to the e-mail address specified by the Buyer in the order form.
- 5.8 beSmart reserves the right to organize promotional and bargain sales. A limited quantity of Products is sold via promotional and bargain sales. Orders are fulfilled on a first-come, first-served basis until the items included in promotional or bargain sales are sold out.

## 6. BUYER'S RIGHTS AND OBLIGATIONS

- 6.1. By placing an order the Buyer declares that they have capacity to perform acts in law within undertaking obligations related to these Terms and Conditions. beSmart is not obliged to verify the Buyer's and other people's visiting beSmart capacity to perform acts in law. Therefore, if the Product is ordered by a person not having at least limited capacity to perform acts in law, persons responsible for them (in particular, parents or guardians) are held fully responsible for the order and the payment.
- 6.2. The Buyer is responsible for specifying the correct and full delivery address.
- 6.3. If the Buyer's data specified when the user account has been opened or when the order form has been filled in, is changed, the Buyer is obliged to update it immediately.
- 6.4. The Seller declares that he has a legal title to all Products offered by him through beSmart and is entitled to use them.
- 6.5. The Seller is held fully responsible for the offered Products, their safety, compliance with applicable law, descriptions, photos, information and all activities related to sale on the beSmart website.
- 6.6. The Seller sends the Products ordered in accordance with provisions in point 8 hereof and is obliged to pack the Product sent in a proper way guaranteeing the safe delivery to the Buyer.

## 7. PRICES, PAYMENTS AND ORDER CANCELLATION

- 7.1 The total order cost comprises the Product price and postage (the delivery cost). The Product price defined on the beSmart website is binding at the moment of placing the order by the Buyer.
- 7.2 All Products prices specified on the beSmart website:
- a) are given in Polish zloty (PLN) or in EURO (EUR),
  - b) include VAT,
  - c) do not include the delivery costs.
- 7.3 The delivery cost shall depend on the delivery method selected by the Buyer.
- 7.4 The Buyer can select the following payment methods:
- a) przelewy24
  - b) PayPal
- 7.5 The order may also be cancelled or changed at the request of the Buyer submitted before the Product is shipped by the Seller. The request shall be sent to [contact@besmartdesign.com](mailto:contact@besmartdesign.com).
- 7.6 beSmart sends ordered products within 7 days from purchase. Final delivery date is dependent from selected shipping option.
- 7.7 beSmart sends the Buyer a purchase confirmation in a form of cash register receipt together with the ordered Product. At the behest of the Buyer, beSmart may issue an invoice if the Buyer has previously specified the invoice data and Tax Identification Number (NIP).

## 8. DELIVERY

- 8.1 Orders within the territory of Poland are delivered by courier – Inpost Sp. z o.o.
- 8.2 Shipping costs are listed below:
  - a) PLN 11.99 for prepaid shipments to be delivered by Inpost to your address,
  - b) PLN 11.99 for prepaid shipments to be delivered to an Inpost parcel locker.
- 8.3 Orders can be delivered within the territory of the European Union by Poczta Polska or DPD courier service – applicable exclusively to prepaid orders. The cost of delivery is PLN 60.
- 8.4 Detailed shipping terms are specified in the terms and conditions of freight forwarding services applied by Inpost or DPD.
- 8.5 In the event of failure to deliver the order, the Buyer shall notify beSmart by sending an e-mail to [contact@besmartdesign.com](mailto:contact@besmartdesign.com).
- 8.6 In the event of failure to deliver the order to the Buyer, beSmart shall immediately make a complaint about it to the deliverer.
- 8.7 If the complaint is recognized by the deliverer, beSmart shall immediately refund the total sum of money paid by the Buyer. Provisions in points 9.6-9.8 hereof shall apply as appropriate.
- 8.8 If the Product has been damaged in transit, the Buyer shall notify beSmart about the event by sending an e-mail to [contact@besmartdesign.com](mailto:contact@besmartdesign.com) together with the damage report provided the one has been drawn by the Buyer.
- 8.9 In order to facilitate the process of recognizing the complaint in reference to the damage of the Product in transit, the Buyer who received the Product, in the case that they have ascertained that the Product or the packaging have been damaged, shall draw the damage report with Poczta Polska's employee, if possible.
- 8.10 Immediately after receiving the shipping damage report or the notification of damage in transit, beSmart shall start the complaint handling process in the delivery company.
- 8.11 If the complaint is recognized, the deliverer and/or beSmart shall immediately refund the total sum of money paid by the Buyer. Provisions in points 9.6-9.8 hereof shall apply as appropriate.

## **9. WITHDRAWAL FROM AGREEMENT**

- 9.1. Provisions in point 9 hereof shall apply as appropriate in the event that the Buyer is the Consumer unless other provisions hereof provide otherwise.
- 9.2. The Consumer has the right to withdraw from the contract of sale without giving any reason within 14 (fourteen) days as of the date of the receipt of the Product. If the right of withdrawal is exercised, the agreement shall be regarded as not concluded. Whatever the parties have furnished shall be returned unchanged, save when the change was necessary in the ordinary course of business, i.e. the Consumer shall handle the Product in a way that would allow it to be returned later, if necessary. The Consumer is liable for any possible diminished value of the goods, when this diminishing in value results from the handling of the goods in a way other than what is necessary to ascertain the nature, properties and functioning of the goods. Unchanged condition means, in particular, that the product has not been used but only tried on.
- 9.3. A statement of withdrawal from the contract should be submitted to the Seller in writing and delivered to beSmart's address at: Besmart Design Sp. z o. o. Wspólna 1 street, 42-125 Libidza, Poland. depending on which of the companies was the relevant Seller. The template of the withdrawal form is enclosed as Annex no 1 herewith.
- 9.4. The returned Product shall be sent to the beSmart address within 14 (fourteen) days as of the date of submitting the statement regarding withdrawal from the agreement at the latest. The returned Product may be sent together with statement regarding withdrawal from the agreement. beSmart kindly asks to send the returned Product together with cash register receipt, if possible.
- 9.5. The payment made by the Consumer shall be refunded by beSmart within 14 (fourteen), subject to appropriate provisions of Act on Consumer Rights.
- 9.6. If the Buyer has made a money transfer the payment shall be refunded to the bank account specified by the Buyer or by postal order, depending on the Buyer's will.
- 9.7. beSmart shall not be held responsible for the failure to refund the payment or refund the payment on time, in the event that the Consumer, in spite of the request sent to their e-mail address, does not specify the bank account number to which the refund shall be made or does not submit all the

details necessary to refund the payment.

- 9.8. beSmart shall not be held responsible for the failure to refund the payment or refund the payment on time, if it has occurred as a result of submitting incorrect personal data (name, surname, address) or an incorrect bank account number by the Buyer.
- 9.9. The payment made by the Buyer referred to in point 9.5 hereinabove shall be regarded as the price of the Product and delivery costs paid by them, with the stipulation that the Buyer shall be charged for the delivery costs paid with relation to the return of the Product to beSmart
- 9.10. Pursuant to article 38 of the Consumer Rights Act, the right of withdrawal does not apply if the contract was made for custom-tailored or personalised items manufactured according to the Consumer's specification.

## **10. COMPLAINTS**

- 10.1. The Seller is legally obliged to provide non-faulty Product. If the product is faulty, the Buyer shall have the right to lodge a complaint within 2 (two) years as of the date of Product delivery and 1 (one) year as of the date the fault was discovered.
- 10.2. The Buyer may demand the Product to be repaired, replaced for a faultless one, the price to be reduced or may withdraw from the sale agreement subject to rules set out in Civil Code. In such event, the Buyer shall return the Product to beSmart's address: Besmart Design Sp. z o. o. Wspólna 1 street, 42-125 Libidza, Poland. The Product shall be returned with a purchase confirmation document (e.g. cash register receipt, VAT invoice, money transfer or payment confirmation) together with complaint description (Appendix no. 2 to the Terms and Conditions).
- 10.3. The decision on whether the complaint is recognized or rejected, as well as the method of dispute resolution, shall be passed on to the Buyer not longer than 14 (fourteen) days as of the date the complaint was lodged. The delivery costs that arise due to returning faulty Product (economical parcel) shall be reimbursed by the Seller after the complaint is recognized.
- 10.4. The repaired goods, the new goods or the refund shall be sent to the Buyer immediately and within 7 (seven) working days as of the date on which the Buyer has been informed about the decision regarding the lodged complaint. The delivery costs that arise due to returning faulty Product (economical parcel) shall be reimbursed by the Seller after the complaint is recognized under the procedure described in point 9.6-9.8 herein.
- 10.5. The differences in the appearance of the Product resulting from the screen settings of the Buyer, i.e. color, hue, shades or resolution shall not be deemed as reasonable grounds for complaint. In case of any doubts referring to the Product (e.g. dimensions, materials, etc.), the Buyer shall resolve them with the Seller before the order is placed.
- 10.6. If the Products are under the warranty of the producer or the distributor, the specific terms and conditions of the warranty as well as the duration shall be provided in the warranty document issued by the warrantor.
- 10.7. The warranty on the Product sold that constitutes a consumer good does not exclude, limit or suspend the Buyer's rights arising from the non-conformity of the product with the contract as specified in points 10.1-10.7 herein. The Buyer's warranty rights and rights arising from the non-conformity of the product with the contract are not dependent on each other.

## **11. Personal data protection**

- 11.1. The Buyers' personal data are controlled by BESMART DESIGN SP. z O.O with its registered office at ul. Wyspiańskiego 2 m 6, 01-577 Warszawa. Personal data are protected in compliance with GDPR – 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 Directive 95/46/EC (General Data Protection Regulation) so as to prevent third-parties from accessing them.
- 11.2. Personal data are protected at beSmart in compliance with GDPR provisions for the purposes related to commercial and service activities.
- 11.3. By setting up a user account or placing a one-off order, the Buyer consents to the inclusion of their personal data in the beSmart database and to data processing for the purposes related to the performance of a sales contract. The Buyer's consent to personal data processing shall be freely given, but a lack of consent prevents order fulfilment.
- 11.4. The Buyers' personal data may be disclosed to authorised entities pursuant to the applicable provisions of law and to other entities tasked with personal data processing by the Seller in the

capacity of Data Controller for the purposes related to the performance and processing of sales contracts, e.g. the accounting firm, postal and courier service providers and, in the event of non-payment of liabilities to beSmart, entities conducting debt collection proceedings on behalf of the Seller.

- 11.5. If the Buyer gives additional consent to receiving commercial communications by electronic means, their personal data shall be processed by beSmart for the purposes of providing information on new products, promotions and services offered by beSmart.
- 11.6. Buyers have the right to request from the Data Controller access to and rectification or erasure of their personal data at any time.
- 11.7. The Buyer's consent to provide personal data shall be freely given. Processing is based on the data subject's consent. The Buyer has the right to withdraw their consent at any time, by notifying beSmart thereof by email. The personal data shall be processed up to the time of withdrawal, if any, and/or up to the termination of the contract, and in the case of withdrawal or termination of the contract – up to the expiry of the period of limitation on the claims which may be asserted by or against the Data Controller.
- 11.8. The Buyer has the right to request from the Data Controller access to and rectification or erasure of their personal data, or restriction of processing thereof, as well as the right to lodge a complaint with a supervisory authority.

## **12. COOKIES POLICY**

- 12.1. beSmart uses cookies files.
- 12.2. Cookies files constitute IT data, in particular text files that are stored in the end device of the Buyer or any other person using the <http://www.besmartdesign.pl> website. Cookies contain, among other, the name of the website they originate from, their storage time on the end device and a unique number.
- 12.3. Using beSmart means that the Buyer consents to use cookies according to enabled browser settings.
- 12.4. Cookies files are used for the following purposes:
  - a) adjustment of the contents of the beSmart website to the Buyer's preferences and optimisation of website use; in particular, these files allow recognizing the Buyer's device and display the website appropriately, adjusted to the Buyer's individual needs;
  - b) generation of statistics that help to understand how the users use the websites, which allows improving the quality of the beSmart service;
  - c) maintenance of the Buyer's session or any other person's, who is using the <http://www.besmartdesign.pl> website (after logging in), as a result users do not have to enter the login and password on each webpage of the service.
- 12.5. Within the beSmart service, the following two types of cookies are used: session cookies and persistent cookies. Session cookies are temporary files that are stored on the Buyer's end device until logging out, leaving the website or closing the software (an Internet browser). Persistent cookies are stored on the Buyer's end device for a period of time defined in cookies files parameters or until the Buyer deletes them.
- 12.6. Within the beSmart service, the following types of cookies are used:
  - a) "strictly necessary" cookies files, which allow to use the services available within the beSmart service, e.g. authorising cookies used for services requiring authorisation within the beSmart service;
  - b) "functional" cookies files, which allow "remembering" settings selected by the Buyer or any other person using the <http://www.besmartdesign.pl> service and customisation of the interface, e.g. the selected language or the region from which the person using the <http://www.besmartdesign.pl> service originates, font size, website appearance, etc.;
  - c) "efficiency" cookies, which allow gathering information on the method of using the websites of the beSmart service in order to generate statistics for the needs of beSmart;
  - d) "advertising" cookies, which allow providing persons using the <http://www.besmartdesign.pl> service with advertising contents adjusted more specifically to the users' interests.
- 12.7. In many cases, the software used for viewing websites (an Internet browser) by default

permits storage of cookies in the end device of the Buyer or any person using the <http://www.besmartdesign.pl> service. The Buyer may at any time change the settings pertaining cookies. The settings can be changed, in particular, in such a way so as to block automatic support of cookies in the settings of the Internet browser, or to inform about each placement of cookies in the end device of the Buyer or any person using the <http://www.besmartdesign.pl> service. Detailed information on the possibility and methods of supporting cookies can be found in the software (an Internet browser) settings: Internet Explorer, Firefox, Opera, Chrome. Not changing the Internet browser settings to block the storage of cookies is tantamount to giving consent to store them.

12.8. Limitation of using cookies may affect some features available on the beSmart website.

### **13. FINAL PROVISIONS**

13.1. Any disputes arising between the Buyer and beSmart will be subjected to the courts of general accordance with the provisions of the Code of Civil Procedure of 17 November 1964 (Journal of Laws No. 43, Item 296, as amended).

13.2. In all matters not covered by these Terms and Conditions, relevant provisions of the Polish law shall be applied, in particular Civil Code, the Act on Consumer Rights and regulations of the Act of Providing Services by Electronic Means.

13.3. These Terms and Conditions are applicable from 11 February 2015.

13.4. beSmart reserves the right to amend, modify or change any of these Terms and Conditions. The amended Terms and Conditions shall be posted on the <http://www.besmartdesign.pl/> website no later than 7 (seven) days before they come into force. Any amendment, change or modification of these Terms and Conditions shall take effect on a date specified by beSmart, but no sooner than 7 (seven) days as of the date they were posted on the <http://www.besmartdesign.pl/> website. Orders placed before the date of the amendment of these Terms and Conditions are fulfilled on the provisions applicable on the date of order placement.