

Good morning!

Below you will find the terms and conditions of Monika Adamska's online shop, which include, among other things, rules for using the shop, registering user accounts, making purchases, lodging complaints, and processing personal data. The version below is effective as of 10.02.2023 Please read the following before ordering a Product from the Website. By ordering a Product from the Website, you accept these Terms and Conditions and the provisions contained therein become binding upon you. Acceptance of the Terms and Conditions is voluntary, but failure to do so prevents the Customer from placing an order at Online Shop. Acceptance of the Terms and Conditions is made when placing an order via the Online Shop.

If you have any questions or concerns about the Shop, I am at your disposal at kontakt@monikaadamska.com.

Warm greetings and best wishes for a successful shopping experience

Monika Adamska

TERMS AND CONDITIONS OF THE MONIKA ADAMSKA WEBSHOP

§ 1

Preliminary provisions

1. The Monika Adamska brand online shop, available at <https://monikaadamska.com/lista-produktow-sklep/>, is operated by Monika Adamska conducting business under the name Monika Adamska, with its registered office in Warsaw at: ul. Zgrupowania AK Żmija 15/197, 01-875 Warsaw, entered in the Central Register of Business Activity and Information (CEIDG) maintained by the minister responsible for economy, holding NIP: 7422009429 and REGON: 522295451.
2. The offer of the Monika Adamska brand online shop includes Products designed and sewn by the Seller. On the Product page, there is at least: a description, photographs, measurements or a silhouette size table, information about the raw material composition

- and the price. In the case of an individual order, the price and measurements are determined by the Seller after determining the details of the new Product design.
3. Through the Shop, the Seller sells the products described on the Shop's pages, at the same time providing electronic services to the Buyer in accordance with § 3 of the Terms and Conditions.
 4. The Rules and Regulations set out the terms and conditions for the use of the Shop, as well as the rights and obligations of the Seller and the Buyer.
 5. In order to use the Shop, it is not necessary for the Buyer's computer or other device to meet any particular technical conditions. Sufficient are:
 - a) Internet access,
 - b) standard operating system,
 - c) standard web browser,
 - d) having an active e-mail address.
 6. The customer can browse the contents of the Shop without providing personal data, but cannot make a purchase anonymously or under a pseudonym.
 7. It is forbidden for the Customer/Purchaser to provide unlawful content, in particular by sending such content within the forms available in the Shop.
 8. All prices quoted in the Shop are gross prices.

§ 2

Definitions

For the purposes of these Regulations, the following terms shall have the following meanings:

1. Buyer/Customer - a natural person with full legal capacity, a legal person or an organisational unit without legal personality; the terms Customer and Buyer may be used interchangeably;
2. Consumer - a natural person with full legal capacity entering into an agreement with the Seller not directly related to his/her business or professional activity; the Consumer is also the Buyer;
3. Shop - the online shop available at <https://monikaadamska.com/lista-produktow-sklep/>;
4. Rules of Procedure - these Rules of Procedure;
5. To the fullest extent permitted by law, the Seller shall not be held liable for any disruptions, including interruptions in the functioning of the Shop caused by force

- majeure, unauthorised actions of third parties or incompatibility of the Online Store with the Customer's technical infrastructure;
6. Seller - Monika Adamska conducting business under the name Monika Adamska, with registered office in Warsaw at: ul. Zgrupowania AK Żmija 15/197, 01-875 Warsaw, entered in the Central Register and Information on Business Activity (CEIDG) maintained by the Minister responsible for the economy, holding NIP: 7422009429 and REGON: 522295451;
 7. Sales contract - a contract in which the seller undertakes to transfer ownership of an item to the Purchaser and deliver the item to him, and the Purchaser undertakes to collect the item and pay the price to the Seller. For the purposes of these Terms and Conditions, a Sales Contract shall mean in particular an agreement for the sale of a Product which is or has been concluded between the Customer and the Seller through the agency of the Online Shop. The Contract of Sale is also understood - according to the characteristics of the Product - as the contract for the provision of services and the contract for work in the case of the sale of a Product made under an Individual Order;
 8. Supplier - is the courier company or Poczta Polska S.A. cooperating with the Seller at a given time;
 9. Distance contract - a contract concluded with a Customer within an organised distance contracting system (within the Shop), without the simultaneous physical presence of the parties, with the exclusive use of one or more means of distance communication up to and including the conclusion of the contract.
 10. Order - Customer's declaration of will placed via the order form. and aiming directly at concluding a Sales Agreement of a Product or Products with the Seller.
 11. Individual Order - An Order placed via the Online Shop consisting of an order for sewing services or workmanship based on the Customer's order, resulting in a new, non-refabricated product manufactured to the Customer's specific specification or serving to meet the Customer's individualised needs.
 12. Lead time - the period from the conclusion of the contract to the date of dispatch of the Product.
 13. Price - shall mean the gross price of the Product as shown on the page relating to that Product, not including the Product delivery costs to the place indicated by the Customer.

14. Cost of delivery - is the cost associated with the delivery of the Product ordered by the Customer between the Shop and the place designated by the Customer as the place of delivery of the Product;
15. Account - Customer's account in the Store, where the data provided by the Customer and information about orders placed by him/her in the Store are stored.
16. Registration form - a form available in the Shop for creating an Account.
17. Order Form - an interactive form available in the Shop which enables the placing of an Order, in particular by adding Products to the Basket and defining the terms of the Sales Agreement, including the method of delivery and payment.
18. Basket - an element of the Shop's software in which the Customer's chosen Products are displayed. Products to be purchased by the Customer and it is also possible to determine and modify the Order details, in particular the quantity of the products.
19. Product - a movable item/service available in the Store which is the subject of a Sales Contract between the Customer and the Seller.
20. Business Day - means a calendar day excluding Saturday, Sunday and public holidays.

§ 3

Services provided by electronic means

1. Through the Shop, the Seller provides the Buyer with an electronic service consisting of providing the Buyer with the possibility to browse the publicly available content of the Shop, which consists of text, graphic and audiovisual content.
2. The Seller also provides the Buyer with an electronic service which consists in enabling the Buyer to conclude a sales contract with the Seller for the products described on the Shop's pages.
3. The Seller provides the Buyer with an electronic service consisting of enabling the Buyer to conclude a sales agreement with the Seller for modified products described on the pages of the Shop. Modifications may consist in the selection of other dimensions or fabric colour. Such a service is called "Individual Order" and is only available on the Products indicated by the Seller. Information on the availability of the Individual Order service is indicated in the description of the Product in question.

4. If the Buyer decides to create a user account in the Shop, the Seller also provides the Buyer with an electronic service consisting of setting up and maintaining a user account. The user account stores the Buyer's data and the history of orders placed by the Buyer. The Buyer logs into the account using his e-mail address or user name and a password defined by him. Creating an account leads to the conclusion of a user account agreement between the buyer and the seller. The contract is concluded for an indefinite period and the Buyer may terminate this contract with immediate effect at any time by deleting the account.
5. The services referred to in points 1 and 4 of this paragraph are provided to the Buyer free of charge. Sales agreements concluded through the Store are concluded for a fee.
6. In order to ensure the security of the Buyer and the transmission of data in connection with the use of the Shop, the Seller shall take technical and organisational measures appropriate to the degree of security risk of the services provided, in particular measures to prevent unauthorised persons from obtaining and modifying personal data.
7. The Seller takes steps to ensure the fully correct functioning of the Shop. The Buyer should inform the Seller about any irregularities or interruptions in the functioning of the Shop.
8. All complaints related to the provision of electronic services and functioning of the Store, the Buyer may submit a complaint via e-mail to the address sklep@monikaadamska.com. In a complaint, the Buyer should give his name and surname, as well as the type and date of any irregularity related to the functioning of the Store. The Seller shall respond to the complaint within 30 days from the date of its receipt.

§ 4

Intellectual property rights

1. The Seller hereby instructs the Buyer that the content available on the Shop's website constitutes works within the meaning of the Act on Copyright and Related Rights of 4 February 1994, the copyrights to which vest in the Seller.
2. The Seller hereby instructs the Buyer that further dissemination of the content by the Buyer without the Seller's consent, with the exception of the use of the content within the framework of permitted personal use, constitutes an infringement of the Seller's copyright and may result in civil or criminal liability.

§ 5

Order

1. Orders can be placed in the Online Shop 24 hours a day, 7 days a week. Orders placed on Saturdays, Sundays or public holidays are processed on the next working day.
2. The terms and conditions of the sales contract are defined by these Terms and Conditions, applicable laws and individual agreements between the Seller and the Customer.
3. The buyer can place an order as a guest or as a registered customer.
4. A registered customer is a Buyer who has a user account in the Shop. The Buyer may also set up a user account at the ordering stage.
5. The order is placed by filling in the order form after having added the Products the Buyer is interested in to the basket. In the form, it is necessary to provide the data necessary to complete the order. At the stage of placing the order, the Buyer also chooses the method of delivery of the ordered products and the method of payment for the order. Placing an order is conditional on accepting the Terms and Conditions, which the Buyer should read beforehand. In case of any doubts concerning the Terms and Conditions, the Buyer may contact the Seller.
6. The process of placing an order is completed by clicking on the button finalising the order. Clicking on the button finalising the order constitutes a declaration of will of the Buyer leading to the conclusion of a sales agreement with the Seller for the products covered by the order.
7. After clicking on the finalise button, the customer will receive a message to the indicated e-mail address indicated in the order with confirmation of the order placement. As soon

as the Customer receives the above email, a Sales Contract is concluded between the Customer and the Seller .

8. Placing an individual order is done by selecting the option "Other size - Individual order" on the Product page and filling in the form that is displayed after selecting this option. The Seller will contact the Customer upon receipt of the message confirming the Customer's guidelines in the Individual Order or making further arrangements with the Customer to determine the details of the design of the new Product. The Individual Order is deemed to have been placed when the Customer confirms the design details sent by the Seller. This is also the moment when the contract between the Customer and the Seller is concluded.
9. Payment is only possible online.
10. In the order form, the Buyer must provide true personal data. The Buyer shall be liable for providing false personal data. The Seller reserves the right to withhold the execution of the order in a situation where the Buyer has provided false data or where the data raises justified doubts by the Seller as to its correctness. In such a case, the Buyer will be informed by phone or e-mail about the Seller's doubts. The Buyer has the right to clarify any circumstances related to verification of the veracity of the data provided. In the absence of data allowing the Seller to contact the Buyer, the Seller will provide any explanations after the Buyer has made contact.
11. The Buyer declares that all data provided by him in the order form are true, while the Seller is not obliged to verify their veracity and correctness, although he has such a right in accordance with point 10 of this paragraph.
12. The order is accepted for processing upon receipt of payment. The date of payment is deemed to be the date of credit on the Seller's bank account.
13. The customer will receive an email containing a tracking number for the delivery.
14. If, after placing an order, the customer wishes to modify or cancel the order, he/she should immediately contact the company by writing a message to kontakt@monikaadamska.com. The company will try to accommodate the Customer's request, but cannot guarantee that such a change will be possible.
15. The Seller shall immediately inform the Customer in the event of unavailability of all or part of the Products covered by the order. In the case of unavailability of part of the Products covered by the order, the Customer will be sent an e-mail message with a request to confirm whether the remaining part of the order is to be fulfilled. The

Customer may cancel an order in its entirety. The Seller shall immediately after receiving information about cancelling the whole order or immediately upon discovering the unavailability of the ordered Product(s), the Seller will return to the Customer the entire payment made in relation to the order. In the case of agreeing on a partial fulfilment of the order placed (in accordance with the above provisions), the Seller shall refund the price and delivery costs of those Products in respect of which the order will not be fulfilled. The payment will be refunded in the same manner in which the payment was made. The payment refund will be made to the Customer's bank account from which the payment was made.

16. The content of sales contracts concluded in the Online Store is stored by the IT system of the Store for a period of at least 3 months from the date of conclusion of each contract, and the content of these contracts is made available only to the parties to the contract or at the request of authorised public authorities in accordance with the provisions of law. Each Customer who has completed the registration procedure has, after logging in, access to all his/her sales contracts concluded in the Shop for the period of their storage in the IT system specified in the first sentence.

§ 6

Delivery forms and payment methods

1. The available methods of payment for an order are described on the pages of the Shop and presented to the Buyer at the stage of placing the order.
2. The entity providing online payment services is PayPro Spółka Akcyjna with its registered office in Poznań at ul. Pastelowa 8, 60-198 Poznań, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań Nowe Miasto and Wilda, VIII Economic Division of the National Court Register under KRS number 0000347935, NIP number 7792369887, with a share capital of 5.476,300.00 PLN, fully paid up, entered in the register of national payment institutions kept by the Polish Financial Supervision Authority under entity number in UKNF IP24/2014.
3. The customer should pay for the order or individual order by bank transfer to the Seller's bank account which will be indicated in the order confirmation message or by using online payment.
4. The prices in the Shop are given in Polish zloty and EURO.
5. The cost of delivery of the order shall be borne by the Seller.

6. Delivery of the Products takes place via a courier company or Poczta Polska S.A.

§ 7

Order processing

1. The Customer is obliged to make payment no later than 2 working days from the day of receiving an e-mail from the Seller confirming receipt of the order. Failure to make payment within the aforementioned period will result in cancellation of the order/individual order placed by the Customer and termination of the sales contract.
2. The Order/individual Order will be processed upon receipt of Seller's payment for the Order or Individual Order.
3. The fulfilment of the order consists in the completion of the ordered Products, their packaging for delivery to the Buyer and the dispatch of the consignment to the Buyer in accordance with the form of order delivery chosen by the Buyer.
4. The execution of an Individual Order involves the custom-made sewing of a new product as agreed between the Buyer and the Seller via e-mail or telephone arrangements subsequently confirmed by e-mail.
5. An order is deemed to be fulfilled as soon as the consignment is dispatched to the Buyer (entrusting the consignment to a courier company or posting it at the office of Poczta Polska S.A.).
6. The lead time is up to 5 working days, unless a longer period is clearly indicated by the Seller in the product description. In such a situation, by placing an order, the Buyer agrees to a longer lead time resulting from the product description.
7. The lead time for an Individual Order is determined by the Seller by including it in the Product description or providing it after the details of the Individual Order have been agreed. By confirming the arrangements of the design - Individual Order, the Buyer agrees to the lead time presented by the Seller.
8. The lead time for orders and individual orders is calculated from the moment the payment is received by the Seller.
9. The seller sends the sales documents and any corrections by e-mail.
10. The Seller has the right to refuse to process Orders:
 - a) submitted on an incorrectly completed Order form,
 - b) indicating that the Product is purchased for resale,
 - c) submitted in breach of these Rules of Procedure.

- d) when the price for the Product or its availability is the result of an obvious mistake by the Seller or an error in the computer system,

§ 8

Withdrawal from the contract by the consumer

1. A consumer who has concluded a distance contract with the seller has the right to withdraw from the contract without giving any reason within 14 calendar days from the day of taking possession of the purchased goods.
2. In order to withdraw from the contract, the Consumer must inform the Seller of his/her decision to withdraw from the contract by an unequivocal statement - for example a letter sent by post or email.
3. The right to withdraw from the contract on the terms described in this paragraph and pursuant to the Act on Consumer Rights, also a natural person who concludes a contract with the Seller which is directly related to his/her business activity, when it follows from the content of the contract that he/she does not have the right to withdraw from the contract with the Seller directly related to his business activity, if it follows from the content of the contract that it does not have a professional character resulting in particular from the Act on Consumer Rights. professional character for that person, resulting in particular from the subject of his or her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity. Consequently, when reference is made within this paragraph to the rights of the Consumer, such rights also apply to a natural person concluding an agreement with the Seller directly related to his or her business activity, if it follows from the content of that agreement that it does not have a professional character for that person, arising in particular from the subject of his or her business activity, in particular from the subject of his or her business activity made available on the basis of the provisions on the Central Register and Information on Economic Activity.

4. The consumer may use the model withdrawal form available at <https://monikaadamska.com/wp-content/uploads/2023/02/reklamacja-en-GB.pdf> but this is not obligatory.
5. In order to comply with the withdrawal period, it is sufficient for the Consumer to send information concerning the exercise of the Consumer's right of withdrawal before the expiry of the withdrawal period.
6. The consumer is obliged to return the product to the seller immediately, but no later than 14 days from the day on which he or she withdrew from the contract. To meet the deadline, it is sufficient to send back (postage at the office of Poczta Polska S.A. or through a courier company) of the product before its expiry.
7. Return of the Product should be made to the address:
Monika Adamska
ul. Zgrupowania AK Żmija 15/197
01-875 Warsaw
8. The Buyer shall bear the costs of return in the event of withdrawal.
9. In the event of withdrawal from the contract, the Seller shall reimburse to the Consumer all payments received from the Consumer relating to the Product that the Consumer is returning. The payment shall be reimbursed using the same means of payment as those used by the Consumer in the original transaction, unless the Consumer has expressly agreed otherwise. In any event, the Consumer shall not incur any charges in connection with the form of payment refund. The Seller shall refund the payment immediately, but no later than 14 days from the date of receipt of the item back and inspection of its condition.
9. Returned Product:
 - a) should have the original and undamaged packaging provided by the Seller,
 - b) should be complete (i.e. in addition to the Product, there should be the box and the hanger, if included, as these constitute the completeness of the Product),
 - c) have tags and safety features,
 - d) must not bear any signs of use.
10. 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.
11. The right of withdrawal referred to in points 1 and 3 of this paragraph does not apply in

the case of a Customised Order service, as the service results in a Product that was
Monika Adamska conducting business under the name Monika Adamska, with registered office in Warsaw at the address: ul. Zgrupowania AK Żmija 15/197, 01-875 Warsaw, entered in the Central Registration and Information
Information on Business Activity (CEIDG) maintained by the minister responsible for economy, holding NIP: 7422009429 and REGON: 522295451

not prefabricated, produced to the Customer's specific specification or intended to meet the Customer's individualised needs.

§ 9

Liability for defects

1. The Seller shall be liable to the Customer if the sold product has a physical or legal defect (warranty), where the physical defect consists in the non-conformity of the sold product with the agreement. The Seller is liable under the warranty if the physical defect is found before the expiry of 2 (two) years from the date of delivery of the product to the Customer.
2. The Seller is obliged to provide the Consumer with a defect-free product.
3. The seller is liable to the consumer if the product sold has a physical or legal defect (warranty for defects).
4. The Customer purchasing a product for the purpose directly related to his/her professional or business activity (Customer who is not a Consumer) has the right to file a complaint in accordance with the applicable law, whereby the Seller's liability under the warranty for physical defects of products is limited to the Customer's right to demand removal of the defect. In such a case, the Seller shall, at its discretion, immediately replace the defective product with a defect-free one or remove the defect. The Seller may also withdraw from the contract by returning to such Customer who is not a Consumer the price paid for the product affected by the physical defect. In other respects, the Seller's liability under product defects warranty in relation to Customers who are not Consumers is excluded. Subject to mandatory provisions of law, to the maximum extent permitted by law, the Seller's liability for damage caused to Customers who are not Consumers is limited to the amount that such a Customer paid to the Seller for the purchase of a given product.
5. If the product sold has a defect, the Consumer may:
 1. request a replacement with a defect-free product,
 2. demand that the defect be rectified,
 3. make a declaration of price reduction,
 4. make a declaration of withdrawal.

6. If it is not possible to replace the product, remedy a defect in the product or reduce the price, the Seller shall return the amount due without delay, in accordance with accordance with applicable law.
7. If the Consumer discovers a defect in the product, he or she should inform the Seller of this fact, specifying his or her claim in connection with the defect found. or by making a declaration to that effect.
8. A warranty complaint must contain the details of the person or entity making the complaint (name and surname or full name, contact details) as well as an indication of the reason for the complaint, the date on which the defect was found and the content of the request. In order for the Seller to investigate warranty claims, the Customer should deliver the claimed product(s) together with the proof of purchase of the product(s) to the Seller and a description of the claim to the Seller's address:
Monika Adamska
ul. Zgrupowania AK Żmija 15/197
01-875 Warsaw
9. The consumer can use the complaint form, available at <https://monikaadamska.com/wp-content/uploads/2023/02/reklamacja-en-GB.pdf>, but this is not obligatory.
10. The consumer may contact the Seller both by post, as well as by e-mail.
11. The Seller shall respond to the complaint submitted by the Buyer within 14 days from the date on which the complaint was delivered to the Seller by such means of communication with the use of which the complaint was submitted.
12. The details of the Seller's warranty for defects are governed by the provisions of the Civil Code (Articles 556 - 576).
13. The Seller's warranty provisions concerning consumers for defects of goods sold are also applicable to a natural person concluding a contract directly related to his business activity with the Seller. with the Seller a contract directly related to his business activity, when it follows from the content of that agreement that it is not of a professional nature for that person, in particular resulting from the subject of his or her business activity

made available on the basis of the provisions on the Central Register and Information on Business Activity.

§ 10

Personal data and cookies

1. The administrator of the Buyer's personal data is the Seller.
2. The Buyer's personal data is processed for the following purposes and on the basis of the following on the following legal bases:
 1. conclusion and performance of the user account contract - Article 6(1)(b) of the DPA,
 2. conclusion and performance of the sales contract - Article 6(1)(b) of the DPA,
 3. Handling of complaints or withdrawal from the contract - Article 6(1)(f) RODO,
 4. fulfilment of tax and accounting obligations - Article 6(1)(c) of the DPA,
 5. the defence, investigation or establishment of contractual claims, which is a legitimate interest pursued by the Seller - Article 6(1)(f) RODO,
 6. identification of the returning customer, which is a legitimate interest pursued by the Seller - Article 6(1)(f) RODO,
 7. the handling of enquiries made by Buyers not yet leading to the conclusion of a contract, which is a legitimate interest pursued by the Seller - Article 6(1)(f) RODO,
3. The recipients of the Buyer's personal data are: courier companies, tax offices, accounting office, law firm, web host, online payment service provider and other subcontractors bound to the Seller by a personal data processing entrustment agreement.
4. The Buyer's rights related to the processing of personal data: the right to request from the Seller access to personal data, their rectification, deletion, restriction of processing, the right to object to processing, the right to data portability, the right to lodge a complaint with the President of the Office for Personal Data Protection.
5. The provision of personal data by the Buyer is voluntary, but necessary to contact the Seller or to conclude a contract.
6. The web shop uses cookie technology.

7. The collected server logs are stored indefinitely and used to generate statistics to assist in the administration of the <https://monikaadamska.com/lista-produktow-sklep/> website.
8. These summaries are aggregated and do not contain identifying characteristics of visitors to the <https://monikaadamska.com/lista-produktow-sklep/> website. The logs are not disclosed to persons unrelated to the management of the <https://monikaadamska.com/lista-produktow-sklep/> website.
9. Detailed provisions on the protection of the Customer's personal data can be found on the Shop's privacy policy page at <https://monikaadamska.com/wp-content/uploads/2023/02/polityka-prywatnosci-v2-gb.pdf>
10. Detailed provisions regarding cookies can be found on the Shop's cookie policy page at <https://monikaadamska.com/en/polityka-plikow-cookies-eu/>

§ 11

Out-of-court complaint and redress procedures

1. The Consumer has the possibility to make use of out-of-court complaint and redress procedures. Among other things, the Consumer has the possibility to:
 - a) to apply to a permanent amicable consumer court for the to settle a dispute arising from a sales contract concluded,
 - b) apply to the regional inspector of the Commercial Inspection to initiate mediation proceedings for an amicable settlement of the dispute between the Buyer and the Seller,
 - c) seek the assistance of the district (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection.
2. For more detailed information on out-of-court complaint and redress procedures, the Consumer can look at <https://polubowne.uokik.gov.pl>.
3. The consumer can also use the ODR platform, which is available at <http://ec.europa.eu/consumers/odr>. The platform serves to resolve disputes between consumers and traders seeking an out-of-court settlement of a dispute concerning

contractual obligations arising from an
from an online sales or service contract.

§ 12

Final provisions

1. The Seller reserves the right to introduce and cancel offers, promotions and to change the prices of products on the Shop's websites without prejudice to the Buyer's acquired rights, including in particular the terms and conditions of contracts concluded prior to the change.
2. The Seller reserves the right to amend the Terms and Conditions. Sales agreements concluded prior to amendments to the Terms and Conditions shall be governed by the Terms and Conditions in force on the date of conclusion of the agreement. The Buyer, who has a user account in the Store, will be informed of each change to the Terms and Conditions to the e-mail address assigned to the user account. If the Buyer does not accept the amended Regulations, the Buyer may terminate the user account agreement with immediate effect (delete the user account) without incurring any costs.
3. Any disputes related to contracts concluded through the Shop shall be settled by the Polish common court with jurisdiction over the Seller's permanent place of business. This provision does not apply to consumers, in the case of whom the court's jurisdiction is considered on general principles. This provision shall also apply to a natural person concluding a contract with the Seller directly related to his/her business activity, if it follows from the content of the contract, that it does not have a professional character for that person, resulting in particular from the subject of his business activity made available on the basis of the provisions of the Central Register and Information on Economic Activity - in the case of such a person, the jurisdiction of the court is considered on general principles.
4. All notices under the Contract between the Customer and the Vendor shall be in writing and may be delivered in person, by registered or recorded delivery letter or by e-mail. For the avoidance of doubt, for the purposes of the Contract and these Terms and Conditions, emails shall be treated as written notices.