

TERMS AND CONDITIONS OF THE ONLINE STORE

wisehabit.com

§ 1

Scope of subject matter

These Terms and Conditions define the rules for ordering goods in the wisehabit.com online store.

§ 2

Glossary

Expressions used in these Terms and Conditions mean:

- 1) Password - a string of characters selected by the Customer, allowing the Customer to be authorized and to enter and use the Account,
- 2) Customer - an entity making purchases through an online store,
- 3) Account - the Customer's individual account in the electronic system, maintained and managed by the Seller,
- 4) Consumer - a natural person making a legal transaction with an entrepreneur that is not directly related to his/her business or professional activity,
- 5) Account Liquidation - permanent deletion of the Account and the Customer's data provided during registration,
- 6) Login - individual designation of the Customer, which the Customer uses to enter and use the Account,
- 7) Logging in - the action of providing the Customer with his/her login and password in order to enter and use the Account,
- 8) Registration - a process enabling the collection of data about the Customer, giving him a login and password, and setting up an Account,
- 9) Seller - WISE HABIT sp. z o. o. with its registered seat in Warsaw at Czczota 6 Street (postal code 02-607), Tax ID number: 5214000460, KRS number: 0001012916, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Department, share capital PLN 5,000; e-mail: store@wisehabit.com, contact telephone number: +48 608561117,
- 10) Online store - a store run by the Seller via the website wisehabit.com,
- 11) Consumer Rights Act - the Act of 30 May 2014 on consumer rights,
- 12) Copyright Act - the Act of February 4, 1994, on copyright and related rights.

§ 3

Copyright

1. The website of the online store is a work within the meaning of the Copyright Act and is subject to legal protection.

2. The Seller declares that all materials posted on the website of the online store, including text, images, graphics, and their layout are the intellectual property of the Seller or third parties.
3. The Seller shall exclude the possibility of copying, duplication, modification, distribution, or other forms of commercial use of materials owned by the Seller without prior written consent of the Seller.

§ 4

Technical requirements

1. In order to use the online store, the Customer is required to have:
 - 1) a computer or other terminal device having access to the Internet and a web browser,
 - 2) e-mail address,
2. In addition, in order to use the online store, it is required to enable short text information called "cookies" (hereinafter: "cookies" files). Disabling cookies prevents the Customer from making full use of the online store.

§ 5

Access to content and use of the store

1. Viewing the content available within the online store does not require any registration and/or creation of an account by the Customer.
2. In order to place orders, it is necessary to fill out an order form - prior establishment of an Account is not necessary.
3. As part of the use of the online store, the Seller allows the following types of services:
 - 1) searching and viewing data on the Seller's current product range,
 - 2) creating an Account,
 - 3) concluding a sales contract over the Internet through an order form or Account.

§ 6

Registration and creating an Account. Account termination.

1. A Customer may register in the online store and establish an Account.
2. If an Account is established:
 - 1) the Customer may use the services available within it,
 - 2) The Customer has access to the panel and, among other things, can view the Customer's transaction history and update the Customer's data,

- 3) The Customer does not have to complete his data in the form each time he places an order,
 - 4) The use of the Account by the Customer is free of charge.
3. Registration is of a one-time nature.
 4. Registration and cancellation of the Customer's account is free of charge.
 5. Registration is carried out at <https://wisehabit.com/client-new.php?register> by properly completing the registration form and after reading and accepting the content of these Regulations.
 6. In the course of registration, the Customer shall provide the following data: name and surname, address, telephone number, e-mail address.
 7. Providing the Customer's data is voluntary, but it is necessary for the Customer to register and establish an Account.
 8. In the course of registration, it is required for the Customer to provide a login and password.
 9. The Customer, in order to protect the Account, is obliged not to share the password with third parties, and in the event of disclosure of the password to third parties, should immediately change the password. In addition, the Customer is obliged to have an up-to-date anti-virus software installed on the end device. The Seller's liability for any damage resulting from failure to comply with this obligation is excluded.
 10. The data indicated by the Customer during registration should be updated by the Customer. The data should be updated by changing the relevant data in the Account. The Seller shall not be liable for the consequences of the Customer's failure to update the data.
 11. Upon completion of registration, the Customer may give separate consent for the Seller to send informational, advertising, and promotional content directly related to the Store or other Seller's services (signing up for a newsletter). In this case, the Seller shall inform the Customer about current promotions via e-mail correspondence and/or sms.
 12. The Customer is entitled to liquidate his Account at any time.
 13. For the liquidation of the Account, it is necessary for the Customer to send such a request to the Seller at store@wisehabit.com. The Seller will immediately delete the Customer's Account.

§ 7

Orders through the online store. Conclusion of contract

1. The Customer shall order goods by filling in the order form located on the website of the online store. The Customer who logs in to the Account, within which his/her data is completed, does not need to enter his/her order data, as they are loaded automatically. The Customer who logs in to Google or to one of the social media indicated on the website must enter less of his data - the data will partially load automatically.

2. When placing an order in the manner indicated in paragraph 1, sentence 1, the Customer, after selecting the type and quantity of goods ordered and adding them to the shopping cart, provides the following data in the order form: name, surname, company (optional), Tax ID (optional), e-mail address, telephone number and address to which the order is to be delivered.
3. When placing an order in the manner indicated in paragraph 1, sentence 2, the customer shall provide the following data in the order form: type and quantity of goods ordered, color, material from which the goods are made. In addition, when placing an order in the manner indicated in paragraph 1 sentence 3, the Customer completes the missing personal data (the type of data depends on the service in which the Customer is logged in).
4. The Customer may place an order after becoming familiar with the content of these Terms and Conditions and accepting its provisions.
5. Placing an order in the manner indicated in paragraph 1 shall constitute an invitation to conclude a contract.
6. Upon receipt of the order, the Seller shall send to the Customer at the e-mail address confirmation of receipt of the order and the content of these Terms and Conditions in PDF format.
7. The Seller shall immediately send the Customer at his e-mail address confirmation of the conclusion of the contract. The contract is concluded upon receipt by the Customer of this e-mail.

§ 8

Delivery methods. Payment

1. The Seller offers delivery of goods via courier.
2. The Customer may use the payment methods indicated during the ordering process. These include:
 - 1) online transfer,
 - 2) BLIK,
 - 3) payment via Pay Pal - the Customer is automatically redirected to the Pay Pal website, and then makes the payment in accordance with the terms of service of this service,
 - 4) payment card,
 - 5) PayPal (deferred payment).
3. The operator of such payment shall be responsible for the correct course of payment made in the manner indicated in paragraph 2.
4. The date of payment for the goods shall be considered the credit of the Seller's account.
5. Any prices shown on the Store's website are expressed in Polish zloty, are gross prices and include Value Added Tax.
6. The prices given on the Store's website do not include delivery costs. These costs are given to the Customer during the ordering process and depend on the selected delivery method.

§ 9

Shipping and delivery

1. Goods are shipped within a maximum of 5 working days, usually within a maximum of 2 working days.
2. Goods are delivered via postal operator or courier, depending on the choice of the Customer.
3. Goods are delivered to the address provided by the Customer in the order form. The Seller shall not be liable for non-delivery of goods in a situation where the Customer has provided an incorrect address.
4. The Seller allows the possibility of delivery of goods to an address outside the territory of Poland. In this case, the Customer should contact the Seller directly to make individual arrangements on the details and costs of the implementation of a specific order.

§ 10

Withdrawal from the contract by the Customer who is a consumer or a natural person conducting business activity covered by consumer protection

1. Pursuant to the provisions of the Consumer Rights Act, a Customer who is a consumer or a natural person conducting a business activity entering into a contract that is not of a professional nature for him/her, arising in particular from the subject of his/her business activity, may, within 14 days, withdraw from the contract without stating a reason and without incurring costs, except for the costs specified in Articles 33 and 34(2) of the Consumer Rights Act, i.e.:
 - 1) direct costs of returning the goods,
 - 2) additional costs of delivering the goods if, among the possible delivery options, the Customer has chosen a different option than the cheapest one offered by the Seller.
2. The period for withdrawal from the contract shall begin from the taking possession of the goods by the Customer or a third party other than the carrier designated by the Customer, and in the case of a contract that includes multiple goods that are delivered separately, in batches or in parts - from the taking possession of the last good, batch or part.
3. The Customer may withdraw from the contract by submitting to the Seller a statement of withdrawal from the contract. The statement may be submitted on the form, the model of which is attached as Appendix No. 1 to these Terms and Conditions.
4. The Seller provides for the possibility of the Customer to submit a statement of withdrawal from the contract electronically. In this case, the Customer withdraws from the contract by sending a message to store@wisehabit.com. A model statement is attached as Appendix No. 2 to these Terms and Conditions.
5. To meet the deadline referred to in paragraph 1, it is sufficient to send the statement before its expiration.

6. The Customer shall be obliged to return the received goods on his own and at his own expense (e.g. by returning the package), no later than 14 days from the date on which the Customer withdrew from the contract.
7. In the event of withdrawal from the contract, the contract shall be considered not concluded. The Seller is obliged to immediately, no later than 14 days from the date of receipt of the statement, return to the Customer all payments made by him, including the cost of delivering the goods.
8. The Seller shall refund the payment using the same method of payment used by the Customer, unless the Customer has expressly agreed to a different method of refund and this method does not involve any additional costs for the Customer.
9. The Seller may withhold reimbursement of payments received from the Customer until it receives the goods back or the Customer provides proof of their return, whichever event occurs first.
10. The right of withdrawal does not apply to the Customer in the case in which the subject of performance is a non-refabricated good, produced to the Customer's specifications or serving to meet his individualized needs.

§ 11

Complaints in case of defects in goods

1. The Seller disclaims its liability under the warranty to Customers who are not consumers or individuals engaged in business activity covered by consumer protection.
2. The provisions of the Consumer Rights Act on non-compliance of goods with the contract shall apply to the complaint procedure.
3. The Seller shall be liable for non-conformity of the goods with the contract existing at the time of delivery and disclosed within two years from that time.
4. The Seller shall not be liable for non-conformity of goods with the contract if the Customer, at the latest at the time of conclusion of the contract, was clearly informed that a specific feature of the goods deviates from the requirements of conformity with the contract and clearly and separately accepted the lack of a specific feature of the goods.
5. The complaint should include:
 - 1) information on the subject of the complaint, in particular the type and date of the defect,
 - 2) description of non-compliance of the goods with the contract,
 - 3) indication of the complaint request,
 - 4) contact details of the Customer.
6. If the goods are inconsistent with the contract, the Customer may first demand their repair or replacement.
7. The Seller shall repair or replace the goods within a reasonable time from the moment the Seller is informed by the Customer of the non-conformity with the contract, and without undue inconvenience to the Customer.

8. The cost of repair or replacement, including in particular the cost of postage, transportation, labor and materials, shall be borne by the Seller.
9. The Customer shall make the goods subject to repair or replacement available to the Seller. The Seller shall collect the goods from the Customer at his own expense.
10. In the second place, the customer may submit a statement on either price reduction or withdrawal from the contract. This is possible in the following situations:
 - 1) The Seller refused to bring the goods into conformity with the contract due to the excessive cost of repair and replacement or the impossibility of taking such measures,
 - 2) The Seller failed to bring the goods into conformity with the contract within a reasonable time and without undue inconvenience to the Customer,
 - 3) The lack of conformity of the goods with the contract continues, despite the fact that the Seller tried to bring the goods into conformity with the contract,
 - 4) The lack of conformity of the goods with the contract is so significant that it justifies a reduction in price or withdrawal from the contract without first demanding repair or replacement,
 - 5) It is clear from the Seller's statement or circumstances that he will not bring the goods into conformity with the contract within a reasonable time or without undue inconvenience to the Customer.
11. The reduced price must remain in such proportion to the contract price as the value of the non-conforming goods remains to the value of the conforming goods.
12. The Seller shall return to the Customer the amounts due as a result of exercising the right to reduce the price immediately, no later than within 14 days from the date of receipt of the Customer's statement on price reduction.
13. The Customer may not withdraw from the contract if the lack of conformity of the goods with the contract is insignificant.
14. If the lack of conformity with the contract applies only to some of the goods delivered under the contract, the Customer may withdraw from the contract only with respect to these goods, as well as with respect to other goods purchased by the Customer together with the non-conforming goods, if the Customer cannot reasonably be expected to agree to keep only the conforming goods.
15. In the event of withdrawal from the contract, the Customer shall immediately return the goods to the Seller at the Seller's expense. The Seller shall return the price to the Customer immediately, no later than within 14 days from the date of receipt of the goods or proof of their return.
16. The Seller shall refund the price using the same method of payment used by the Customer, unless the Customer has expressly agreed to a different method of refund that does not involve any costs for him.
17. The Customer may refrain from paying the price until the Seller performs its obligations under the complaint.

18. The Seller shall respond to the complaint within 14 days of receipt.

§ 12 Reporting irregularities

1. Any Customer, in case of any irregularities related to the functioning of the online store or the Account, is entitled to report it by sending an e-mail to: store@wisehabit.com or in the form of a letter to the address of the Seller.
2. The Customer's notification should include the Customer's address data, name and surname or name of the Customer, as well as a precise indication of the irregularity to which the notification relates, along with the reasons for the notification.
3. The Seller shall respond to the received notification within no more than 14 days from the date of receipt of the complaint.
4. The response will be sent to the Customer in the form in which the Customer received the notification, to the address indicated in the notification.
5. All complaints about payments should be reported to the entity responsible for the execution of payments.

§ 13 Out-of-court dispute resolution

1. The Seller declares that he agrees to participate in the procedure for out-of-court settlement of consumer disputes.
2. The Customer has the opportunity to use the out-of-court procedure for handling complaints and pursuing claims before the Permanent Consumer Arbitration Court at the Provincial Inspectorate of Trade Inspection in Warsaw. Information on the mode and procedure of dispute resolution is available at <http://spsk.wiih.org.pl/index.php>.
3. The Customer, who is a consumer, may also apply for assistance to a district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection.
4. The Customer may also use the EU online ODR platform, available at the following web address: <http://ec.europa.eu/consumers/odr/>.

§ 14 Changes to the Terms and Conditions

1. The Seller reserves the right to make changes to these Terms and Conditions, of which it shall immediately, i.e., no less than 7 days prior to the introduction of changes, inform on the website of the online store.

2. The Seller shall inform about the fact of making changes to the Terms and Conditions by posting on the website of the online store information about making changes and posting the consolidated text of the amended Terms and Conditions and indicating which of the existing provisions of the Terms and Conditions have been changed.
3. Amendments to the Terms and Conditions may be made at any time, in particular for important technical, legal and/or organizational reasons, without the need to justify these reasons.
4. Customer's use of the online store after the effective date of changes to the Terms and Conditions is equivalent to acceptance of the changes made.
5. Any changes to these Terms and Conditions shall come into force within 7 days from the date of their publication on the website.
6. Amendments to the Terms and Conditions after an order has been placed shall not affect the manner of its execution and the previous provisions shall apply to orders already placed.

§ 15

Final provisions

1. These Terms and Conditions shall be made available to Customers free of charge, in a manner that allows obtaining, reproducing and recording its content.
2. These Terms and Conditions are available on the website at
3. Communication between the parties shall be in written or electronic form. In the case of written communication, all correspondence should be addressed to the address of the Seller. Upon receipt of written correspondence, the Seller will respond to the address provided in the Customer's letter. In the case of electronic communication, the Seller will send information to the Customer at the e-mail address indicated in the order form.
4. These Terms and Conditions shall enter into force on the date of publication on the website of the online store and shall apply to contracts concluded from January 1, 2023.
5. Any disputes will be resolved amicably, and in the absence of an agreement will be resolved by a common court of competent and actual jurisdiction.
6. For all legal relations arising from these Terms and Conditions, Polish law shall be applicable.
7. For matters not regulated by these Terms and Conditions, the generally applicable provisions of law shall apply.

Appendix No. 1 Sample withdrawal form submitted in the usual written form

.....
(place) (date)

Name and surname of the Customer(s)

Address of Customer(s)

WISE HABIT sp. z o.o.
Czczota Str. 6
02-607 Warsaw

WITHDRAWAL FROM THE CONTRACT

I/We, the undersigned, hereby inform of my/our withdrawal from the contract concluded on for the execution of the order no placed on via the Internet Store wisehabit.com.

Signature of the Customer(s)

Appendix No. 2 Sample withdrawal form submitted electronically

.....
.....
(place) (date)

Name and surname of the Customer(s)
Address of Customer(s)

WISE HABIT sp. z o.o.
Czczota Str. 6
02-607 Warsaw

WITHDRAWAL FROM THE CONTRACT

I/we hereby inform about my/our withdrawal from the agreement concluded on for the execution of an order no placed on via the Internet Store wisehabit.com.