

TERMS AND CONDITIONS OF WISE HABIT VOUCHERS PURCHASED THROUGH THE CAFETERIA SYSTEM

§ 1

Scope of subject matter

These Terms and Conditions set out the rules for the redemption and use of Wise Habit Vouchers.

§ 2

Glossary

Expressions used in these Terms and Conditions mean:

- 1) Wise Habit Voucher- a code in the form of a string of characters together with a PIN, which the Holder enters on the Wise Habit online store website or provides during purchases at a Wise Habit stationary store. The Voucher may be used once or more than once and allows the Holder to pay for a purchase made within a set amount limit.
- 2) online store - a sales platform available at the Internet address <https://wisehabit.com>
- 3) stationary store - Wise Habit Concept Store located at 24 Żelazna St., 00-806 Warsaw, Poland.
- 4) Partner - an entity that provides Vouchers to Holders under its cafeteria system.
- 5) Terms and Conditions - these Terms and Conditions which are available at www.wisehabit.com
- 6) Holder - a natural person who holds a Voucher and is entitled to use it during purchases in the online store or in a stationary store.
- 7) Issuer - the entity that offers the opportunity to purchase the Voucher; the entity's details are: WISE HABIT sp. z o.o. with its registered office in Warsaw at 6 Czczota Street (postal code 02-607), NIP: 5214000460, KRS: 0001012916, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Department, share capital PLN 5000; e-mail: store@wisehabit.com, contact phone number: +48 608561117.

§ 3

General provisions

1. Voucher is a method of payment for purchases in the online store or in the stationary store of Wise Habit.
2. Voucher allows you to pay for purchases within a fixed amount limit (the value of a specific denomination is indicated on the Voucher).
3. Voucher has an expiration date. The Holder may use Voucher only during its validity period.
4. Voucher is not exchangeable for cash or refundable.

5. Voucher is not an electronic payment instrument, electronic money instrument, payment card or credit card.
6. The issuance of Voucher is not a sale subject to value - added tax.
7. In order to use the Voucher when shopping at a stationary store, the Voucher number and PIN must be provided at the checkout when making purchases. If the value of the purchase is lower than the nominal value of Voucher, the Holder will not be refunded the difference.
8. The method of using Voucher in the course of shopping in the online store is indicated in detail in § 5 of these Terms and Conditions.
9. The Issuer and Partner shall not be liable for loss, destruction or theft of Voucher.

§ 4

Rules of use of Voucher

1. Voucher allows to reduce the value of purchases made by the nominal value indicated on Voucher.
2. In a situation in which the value of the purchase is lower than the nominal value of the Voucher, the unused amount will be forfeited.
3. In a situation where the purchase value is higher than the nominal value of Voucher, the Holder shall pay the difference in the amount.
4. The Holder may use more than one Voucher during one purchase transaction.
5. The Holder may combine payment using Voucher with other available payment methods.
6. In a situation in which the Holder has used Voucher for purchases in an online store, and then effectively withdraws from the sales contract under his/her right to withdraw from the contract concluded remotely, the Holder will receive a new Voucher of the same value and validity period from the Issuer. In the situation indicated in § 4 Section 3, the Holder will receive a refund of the surcharge in the same form in which he made the payment, unless he expressly agreed to a different method of refund and this method does not involve any additional costs for him.

§ 5

How to use Voucher when shopping in the online store

1. In order to use Voucher, you must add the selected product or products by clicking "*Add to cart*" and then proceed to the shopping cart.
2. Having the product or products to be purchased in the shopping cart, proceed to the next step where you enter the shipping details.
3. Clicking "*Continue*" takes you to the next step, where you select the payment method and delivery option. For payment, select "*Vouchers, gift cards*".
4. By clicking "*Go on*", you go to the step where you need to verify all the data and accept the Terms and Conditions of the store.

5. The purchase is finalized by clicking "*I order and pay*" and pay in accordance with the selected payment method.
6. To make payment by Voucher, click on the "*Pay*" button, and then again select "*Vouchers, Gift Cards*" and then "Voucher". Here you need to enter the number of the received Voucher and PIN code and confirm.
7. If there are sufficient funds on the Voucher, the order will be paid in full and will proceed to fulfillment.
8. In case of insufficient funds on the Voucher, the difference between the value of the purchase and the value of the Voucher must be paid by another available payment method. Available payment methods are: BLIK, card payment, online transfer, PayPo deferred payment, PayPal, Gift card. Once the difference is paid, the order will proceed to fulfillment.

§ 6 Complaints

1. If the Holder discovers any irregularities in the functioning of the Voucher, he/she has the right to report this fact direct to the Partner.
2. The Holder's application should include the Holder's first name, last name, contact details of the Holder, information about the Voucher (Voucher code, value of the Voucher, which system the Voucher comes from), as well as a precise indication of the irregularity to which the application relates.
3. In the event that the Holder's application requires supplementation, the Issuer shall request the Holder to supplement it as necessary.
4. The Issuer shall respond to the received notification within no more than 14 days from the date of receipt of the complete notification.
5. The Holder will receive a response from the Issuer on paper or other durable medium, taking into account the form in which the Holder submitted the complaint.

§ 7 Amendments to the Terms and Conditions

1. The Issuer reserves the right to make changes to these Terms and Conditions, provided that the changes will not apply to Voucher issued prior to their introduction.
2. Partner will inform about changes to the Terms and Conditions immediately, i.e. no less than 7 days prior to the introduction of the changes, on the website www.wisehabit.com
3. Amendments to the Terms and Conditions may be made at any time, in particular for important technical, legal and/or organizational reasons, without having to justify these reasons.
4. Any changes to these Terms and Conditions shall come into force within 7 days from the date of their publication on the www.wisehabit.com website.

§ 8

Final provisions

1. These Terms and Conditions are provided free of charge.
2. These Terms and Conditions are available on the website at www.wisehabit.com.
3. These Terms and Conditions shall come into force as of the date of publication on the www.wisehabit.com website.
4. Any disputes will be resolved amicably, and in the absence of an agreement will be resolved by a common court of competent local and material jurisdiction.
5. For all legal relations arising from these Terms and Conditions, Polish law shall be applicable.
6. For matters not regulated by these Terms and Conditions, the generally applicable provisions of law shall apply.