

TERMS AND CONDITIONS OF THE WISE HABIT GIFT CARDS

§ 1

Scope of subject matter

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

§ 2

Glossary

Expressions used in these Terms and Conditions mean:

- 1) Gift Card/Card - 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 Gift Card 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) Terms and Conditions - these Terms and Conditions which are available at www.wisehabit.com
- 5) Holder - a natural person who holds a Gift Card and is entitled to use it during purchases in the online store or in a stationary store.
- 6) Issuer - the entity that offers the opportunity to purchase the Gift Card; 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. The Gift Card is a method of payment for purchases in the online store or in the stationary store of Wise Habit.
2. The Gift Card allows you to pay for purchases within a fixed amount limit (the value of a specific denomination is indicated on the Card).
3. The Gift Card has an expiration date. The Holder may use the Card only during its validity period.
4. The Gift Card is not exchangeable for cash or refundable.
5. The Gift Card is not an electronic payment instrument, electronic money instrument, payment card or credit card.
6. The issuance of the Gift Card is not a sale subject to value - added tax.

7. In order to use the Gift Card when shopping at a stationary store, the Gift Card 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 the Gift Card, the Holder will not be refunded the difference.
8. The method of using the Gift Card in the course of shopping in the online store is indicated in detail in § 5 of these Terms and Conditions.
9. The Issuer shall not be liable for loss, destruction or theft of the Gift Card.

§ 4

Rules of use of the Gift Card

1. The Gift Card allows to reduce the value of purchases made by the nominal value indicated on the Gift Card.
2. In a situation in which the value of the purchase is lower than the nominal value of the Gift Card, the unused amount is still available for use by the Holder when using the Gift Card again (the amount is not forfeited).
3. In a situation where the purchase value is higher than the nominal value of the Gift Card, the Holder shall pay the difference in the amount.
4. The Gift Card may be used repeatedly until the total amount limit (nominal value of the Gift Card) is used up.
5. The Holder may use more than one Card during one purchase transaction.
6. The Holder may combine payment using the Gift Card with other available payment methods.
7. In a situation in which the Holder has used the Gift Card 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 Gift Card 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 the Gift Cards when shopping in the online store

1. In order to use the Gift Card, 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 Gift Card, click on the "*Pay*" button, and then again select "*Vouchers, Gift Cards*" and then "*Gift Card*". Here you need to enter the number of the received Card and PIN code and confirm.
7. If there are sufficient funds on the Card, the order will be paid in full and will proceed to fulfillment.
8. In case of insufficient funds on the Gift Card, the difference between the value of the purchase and the value of the Gift Card 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

Withdrawal from the agreement on the purchase of the Gift Card by the Holder who is a consumer or a natural person conducting business activity covered by consumer protection (applies only to the purchase of the Card through an online store).

1. Pursuant to the provisions of the Act on Consumer Rights, the Holder who is a consumer or a natural person conducting business activity concluding a contract that is not of a professional nature for him/her, arising in particular from the subject of his/her business activity, may withdraw from the contract within 14 days without giving any reason.
2. The time limit for withdrawal from the contract shall start from the date of taking possession of the Gift Card by the Holder or a third party other than a carrier designated by the Holder.
3. The Holder may withdraw from the contract by submitting a statement of withdrawal to the Issuer. The statement may be submitted on the form, the specimen of which is attached as Appendix No. 1 to these Terms and Conditions.
4. The Issuer shall provide for the possibility of the Holder to submit a statement of withdrawal from the contract electronically. In this case, the Holder withdraws from the contract by sending a message to store@wisehabit.com. A model statement is attached as Appendix No. 2 to these Regulations.
5. In order to meet the deadline referred to in paragraph 1, it is sufficient to send the statement before its expiration.
6. The Holder is not obliged to return the Gift Card, as the Issuer will deactivate the Gift Card upon receipt of the withdrawal statement.
7. In the event of withdrawal from the contract, the contract is considered not concluded. The Issuer is obliged to return to the Holder all payments made by the Holder immediately, no later than 14 days from the date of receipt of the statement.

8. The Issuer shall return the payment using the same method of payment used by the Holder unless the Holder has expressly agreed to a different method of return and this method does not involve any additional costs for the Holder.
9. In the case indicated in paragraph 12, the Holder shall be entitled to a partial refund of the payment, corresponding to the unused amount limit on the Gift Card.
10. The Holder is not entitled to the right of withdrawal with respect to agreements:
 - 1) for the provision of digital content not delivered on a tangible medium, for which the consumer is obliged to pay the price, if the entrepreneur has started the performance with the express and prior consent of the Holder, who was informed before the performance started that after the performance by the entrepreneur, he will lose the right to withdraw from the contract, and accepted it, and the entrepreneur has provided the Holder with the confirmation,
 - 2) for the provision of services for which the Holder is obliged to pay the price, if the entrepreneur has fully performed the service with the express and prior consent of the Holder, who was informed before the start of the performance that after the performance by the entrepreneur, he will lose the right to withdraw from the contract and has acknowledged this.
11. In connection with the wording of paragraph (9), the Holder may not withdraw from the contract for a Gift Card delivered as digital content recorded on an intangible medium, which has been completely used before the expiration of the withdrawal period.
12. If a Gift Card delivered as digital content stored on an intangible medium has been partially used by the expiration of the withdrawal period, the Holder may partially withdraw from the contract only with respect to the portion of the amount limit on the Card that has not yet been used.

§ 7

Complaints

1. If the Holder discovers any irregularities in the functioning of the Card, he/she has the right to report this fact by sending an e-mail to store@wisehabit.com or by letter to the Issuer's address. 2.
2. The Holder's notification should contain the Holder's name, surname and contact details, as well as a precise indication of the irregularity to which the notification 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.

§ 8

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 Gift Cards issued prior to their introduction.
2. The Issuer 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 of the online store and in the stationary store at the cash registers.
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 website and in the stationary store.

§ 9

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. and in the stationary store at the cash registers.
3. Communication between the parties shall be in writing or electronically. In case of written communication, all correspondence should be addressed to the address of the Issuer. Upon receipt of written correspondence, the Issuer will respond to the address provided in the Holder's letter. In the case of electronic communication, the Issuer will send the Holder information to the e-mail address.
4. These Terms and Conditions shall come into force as of the date of publication on the website of the online store and shall apply to contracts concluded from 01.11.2023.
5. 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.
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.

Attachment No. 1 Sample withdrawal form for the purchase of the Gift Card

.....
(city) (date)

Name and surname of the Client(s)

Address of Client(s)

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

WITHDRAWAL FROM THE CONTRACT

I/we the undersigned hereby inform of my/our withdrawal from the agreement concluded on concerning the purchase of the Gift Card no. through wisehabit.com online store.

Signature of the customer(s)

Attachment No. 2 Sample withdrawal form for Gift Card purchases submitted electronically

.....
(city) (date)

Name and surname of the Client(s)
Address of Client(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
concerning the purchase of Gift Card no. through wisehabit.com online
store.