

# Rules and Regulations

## Rules and Regulations of the online store

These Rules and Regulations define the general conditions, rules and manner of sale carried out by BEST SPORT Sp. z o.o. with its registered office in Warsaw, via the online store [www.bestsport24.com](http://www.bestsport24.com) (hereinafter referred to as: "Online Store"), as well as define the terms and conditions for the provision of free electronic services by BEST SPORT Sp. z o.o. with its registered office in Warsaw.

### § 1 Definitions

1. Working days - mean weekdays from Monday to Friday, excluding public holidays.
2. Delivery - means the actual act of delivering the Goods specified in the order to the Customer by the Seller through the agency of the Supplier.
3. Supplier - means an entity which the Seller cooperates within the scope of making Deliveries of Goods, i.e. a courier company
4. Password - means a string of letters, digits or other characters selected by the Customer during the Registration in the Online Store, used to secure access to the Customer Account in the Online Store.
5. Customer - means an entity for which electronic services can be provided or which a agreement of Sale can be concluded with in accordance with the Rules and Regulations and legal provisions.
6. Consumer - means a natural person making a legal transaction with an entrepreneur not directly related to their business or professional activity.
7. Customer Account - means an individual panel for each Customer, launched on his behalf by the Seller, after the Customer has registered and concluded the agreement for the provision of the Customer Account service.
8. Login - means an individual Customer identification, determined by the Customer, consisting of a string of letters, digits or other characters, which is required together with the Password to set up a Customer Account in the Online Store. The login is the correct email address of the Customer.
9. Entrepreneur - means a natural person, a legal person or an organizational unit that is not a legal person with legal capacity, conducting business or professional activity on its own behalf and carrying out a legal action directly related to its business or professional activity.
10. Rules and Regulations - mean these Regulations.
11. Registration - means actual activity performed in the manner specified in the Regulations, required for the Customer to use all functionalities of the Online Store.

12. Seller - means BEST SPORT Sp. z o.o. with its registered office in Warsaw (02-495), ul. Dzieci Warszawy 31 lok.74 , NIP no. (Tax ID): 5222784186, REGON no.: 140224107, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, 13<sup>th</sup> Commercial Division of the National Court Register under the KRS no. of 0000239657, with its share capital in the amount of PLN 600,000; e-mail address: bestsport@bestsport.com.pl, which is also the owner of the Online Store.
13. Store Website - means the websites where the Seller runs the Online Store operating at [www.bestsport24.com](http://www.bestsport24.com).
14. Goods - means a product presented by the Seller via the Online Store Website, which may be the subject of a Agreement of Sale.
15. Durable medium - means a material or tool enabling the Customer or the Seller to store information addressed personally to him in a way that allows access to the information in the future for the time reasonable for the purpose of this information, and which allows the stored information to be restored unchanged.
16. Agreement of Sale - means a sales agreement concluded at a distance, on the terms and conditions specified in the Regulations, between the Customer and the Seller.

## **§ 2 General provisions and use of the Online Store**

1. All rights to the Online Store, including proprietary copyrights, intellectual property rights to its name, its Internet domain, the Online Store Website, as well as to patterns, forms, logos posted on the Store Website (with the exception of logos and photos presented on the Store Website for the purpose of presenting the goods to which the copyright belongs to third parties) belong to the Seller, and the use of them can only be made in a manner specified and in accordance with the Regulations and with the consent of the Seller expressed in writing.
2. The Seller will endeavour to make the use of the Online Store possible for Internet users using all popular web browsers, operating systems, device types and internet connection types. The minimum technical requirements for using the Store Website are Internet browsers in versions of at least Internet Explorer 11, Chrome 39, FireFox 34, Opera 26 or Safari 5 or newer, with Javascript enabled, accepting "cookies" and an Internet connection bandwidth of at least 256 kbit/s. The Store Website is optimized for a minimum screen resolution of 1024x768 pixels.
3. The Seller uses the mechanism of "cookie" files, which are saved by the Seller's server on the hard disk of the Customer's device when using the Online Store Website by Customers. The use of "cookies" is aimed at correct operation of the Store Website on Customer's devices. This mechanism does not destroy the Customer's device and does not cause any configuration changes in them or in the

software installed on these devices. Each Customer can disable the "cookies" mechanism in the web browser of his device. The Seller indicates that disabling "cookies" may, however, cause difficulties or prevent the use of the Store Website.

4. In order to place an order in the Online Store via the Online Store Website and in order to use the electronic services provided via the Online Store Website, it is necessary for the Customer to have an active e-mail account.

5. In order to place an order in the Online Store by phone, it is necessary for the Customer to have an active phone number and an active e-mail account.

6. It is prohibited for the Customer to provide unlawful content and use the Online Store, the Store Website or free services provided by the Seller, in a manner inconsistent with the law, decency or violating personal rights of third parties.

7. The Seller declares that the public nature of the Internet and the use of services provided electronically may involve the risk of obtaining and modifying Customer data by unauthorized persons; therefore, Customers should use appropriate technical measures that minimize the above risks. In particular, they should use antivirus programs protecting the identity of the Internet users. The Seller never asks the Customer to provide his password in any form.

### **§ 3 Registration**

1. In order to create a Customer Account, the Customer is obliged to make a free Registration.

2. Registration is not necessary to place an order in the Online Store.

3. In order to register, the Customer should complete the registration form provided by the Seller on the Store Website and send it electronically to the Seller by selecting the appropriate function contained in the registration form. During registration, the Customer sets an individual password.

4. The Customer also has the option of placing an order by downloading data from his facebook.com or google + user account. Downloading Customer data is done through dedicated redirection from the Online Store to the facebook.com or google+ website, where the Customer is asked to enter the username and password that he has to facebook.com or google + user account. After authorization on facebook.com or google+, the Customer is redirected to the Online Store, where he can place an order. The Seller receives the following personal data of the Customer from facebook.com or google+: name and surname, gender, place of residence.

5. When filling out the registration form, the Customer has the opportunity to read the Regulations, accepting its contents by marking the appropriate field in the form.

6. During Registration, the Customer may voluntarily agree to the processing of his personal data for marketing purposes by checking the appropriate box of the registration form. In this case, the

Seller clearly informs about the purpose of collecting personal data of the Customer, as well as about the known or anticipated recipients of such data.

7. The Customer's consent to the processing of his personal data for marketing purposes does not condition the possibility of concluding an agreement for the provision of the Customer Account service by electronic means. The consent may be withdrawn at any time by submitting an appropriate statement to the Seller. The statement may be sent, for example, to the Seller's address via e-mail.
8. After sending the completed registration form, the Customer shall immediately receive the Registration confirmation to the e-mail address provided in the registration form. With this moment, a agreement for the provision of the Customer Account service by electronic means is concluded, and the Customer gains access to the Customer Account and is able to edit data provided during the Registration.

## **§ 4 Orders**

1. Information contained on the Online Store Website does not constitute an offer of the Seller within the meaning of the Civil Code, but only an invitation to Customers to submit offers to conclude a Sales Agreement.
2. The Customer may place orders in the Online Store via the Online Store Website, 7 days a week, 24 hours a day.
3. The Customer may place orders in the Online Store by the phone in hours and days indicated on the Store Website.
4. The Customer placing an order via the Online Store Website completes the order by selecting the Goods he is interested in. Adding the Product to the order is done by selecting the "ADD TO CART" command under the given Product presented on the Store Website. After completing the entire order and indicating the delivery and payment method, the Customer places the order by sending the order form to the Seller by selecting the "BUY AND PAY" button on the Store Website. Each time before the order is sent to the Seller, the Customer is informed of the total price for the selected Products and Delivery, as well as all additional costs which he is obliged to incur in connection with the Sale Agreement.

## **§ 5 Payments**

1. The prices on the Store Website placed next to the given Goods are gross prices and do not contain information on the costs of Delivery and any other costs that the Customer will be obliged to incur

in connection with the Sale Agreement, about which the Customer will be informed when choosing the method of Delivery and placing the order.

2. The Customer can choose the following payment methods:

- a bank transfer to the Seller's bank account (in this case the order will be processed after the Seller sends the confirmation of the order receipt to the Customer and after the funds are credited to the Seller's bank account)
- PayPal
- Credit card / other automatic payment methods

3. The Customer should pay for the order in the amount resulting from the concluded Sales Agreement within 7 working days, if he chose the form of prepayment.

4. If the Customer fails to make a payment within the deadline referred to in §5 para. 3 of these Regulations, the Seller sets an additional time for the Customer to make a payment and informs the Customer about it on a durable medium. Information about the additional payment deadline also includes information that after the expiry of this deadline, the Seller will withdraw from the Sales Agreement. In the event of the ineffective expiration of the second deadline for making a payment, the Seller will send the Customer a statement of withdrawal from the agreement on a durable medium according to art. 491 of the Civil Code.

## **§ 6 Delivery**

1. The Seller performs the Delivery within the European Union.

2. The Seller is obliged to deliver the Goods which are the subject of the Sales Agreement without defects.

3. The date of Delivery and performance of the order indicated on the Store Website is calculated in working days in accordance with §5 para. 2 of these Regulations.

4. The ordered Goods are delivered to the Customer by the Supplier to the address indicated in the Order form.

5. On the day of shipping the Goods to the Customer, the Customer receives a confirmation of the delivery to the Customer's e-mail address.

6. The Customer is obliged to examine the delivered package in time and in the manner accepted for packages of a given type. In the event of a loss or damage to the shipment, the Customer has the right to demand to draw up the proper protocol from the Supplier's employee.

7. The Seller, in accordance with the will of the Customer, attaches a receipt or a VAT invoice covering the Goods delivered to the shipment.

8. In the absence of the Customer at the address indicated by him, provided when placing the order as the delivery address, the Supplier's employee will leave a notice. In the event of returning the ordered Goods to the Online Store by the Supplier, the Seller will contact the Customer by e-mail or by phone specifying the date and cost of the new Delivery with the Customer.
9. As part of the agreement with the Customer, the Seller may send an invitation to the Customer's email address to complete the after-sales survey. The survey is used to examine the opinion about the transaction. The customer may fill out the survey voluntarily.

## **§ 7 Warranty on sale**

1. The Seller provides the Delivery of the Goods free of physical and legal defects. The Seller is liable to the Customer if the Product has a physical or legal defect (warranty).
2. If the Goods have a defect, the Customer may:
  - submit a statement about the price reduction or the withdrawal from the sales agreement, unless the Seller manages to replace the defective product with a flawless one or remove the defect immediately and without excessive inconvenience to the Customer; this limitation does not apply if the product has already been replaced or repaired by the Seller or the Seller has not fulfilled the obligation to replace the product with a flawless one or to remove defects. Instead of removing the defect, the customer may request the replacement of the product with a flawless one or removal of the defect, unless the performance of the agreement in a manner chosen by the Customer is impossible or would require excessive costs compared to the method proposed by the Seller. When assessing the excess of costs, the value of the Goods free from defects, the type and significance of the defect is taken into account, as well as the inconvenience caused to the Customer.
  - request the replacement of the product with a flawless one or removal of the defect. The Seller is obliged to replace the defective product with a flawless one or remove the defect in a reasonable time without excessive inconvenience to the Customer. However, the Seller can refuse to satisfy the Customer's request if it is impossible to perform the agreement of sale in a manner chosen by the Customer or it would require excessive costs in comparison with the second possible way of performing the sales agreement. The Seller will bear the costs of repair or replacement.
3. The Customer who exercises the warranty rights is obliged to deliver the defective product to the Seller's address. In the case of the Customer being a Consumer, the delivery cost is covered by the Seller.

4. The Seller is liable under the warranty if the physical defect is found before the expiry of two years from the release of the Goods to the Customer. A claim for removing a defect or replacing the Goods with a flawless one expires after one year, but the date can't be completed before the deadline specified in the first sentence. Within this period, the Customer may withdraw from the Sales Agreement or submit a declaration on the price reduction due to the defective Goods. If the Customer requested a replacement of the Goods with flawless ones or a removal of the defect, the deadline to withdraw from the Agreement of Sale or submit a price reduction statement begins with the ineffective expiry of the deadline for replacing the Product or removing the defect.
5. The Seller does not use out-of-court dispute resolution, referred to in the Act of 23rd September 2016 on the out-of-court resolution of consumer disputes.

## **§ 8 Complaints**

1. Any complaints related to the goods or the implementation of the agreement of sale can be submitted in any form.
2. The Seller will respond to the complaint of the Product or complaint related to the implementation of the Sales Agreement submitted by the Customer within 14 days from the date of the request containing the complaint.
3. The Customer may submit a complaint to the Seller in connection with the use of free services provided electronically by the Seller. The complaint may be submitted in the electronic form and sent to the following address: [bestsport@bestsport.com.pl](mailto:bestsport@bestsport.com.pl). In the complaint, the Customer should include a description of the problem. The Seller shall promptly, but no later than within 14 days, consider the complaint and give the Customer a reply.

## **§ 9 Guarantee**

1. Goods sold by the Seller may be covered by a guarantee granted by the producer of the good or the distributor.
2. In the case of Goods covered by the guarantee, information regarding the existence and content of the guarantee is always presented on the Store Website.

## **§ 10 Withdrawal from the Sales Agreement**

1. The Customer being a Consumer, who concluded the Sale Agreement, may withdraw from it without giving reasons within 100 days.

2. The period for withdrawal from the Agreement of Sale starts from the moment the Consumer takes possession of the Good.

The Consumer may withdraw from the Sales Agreement by submitting a declaration of withdrawal to the Seller. The statement may be sent, for example, to the Seller's address via e-mail. The statement may be submitted on a form, available to download on the Store Website at the following address: Withdrawal from the Sales Agreement form. To comply with the deadline, it is enough to send a statement before its expiry. The Consumer may withdraw from the Sales Agreement by submitting a withdrawal statement to the Seller by the form available on the website at the following address: Electronic Withdrawal form. To comply with the deadline, it is enough to send a statement before its expiry. The Seller shall promptly confirm the receipt of the form submitted via the website.

3. In the event of withdrawal from the Agreement of Sale, it is considered void.

4. If the Consumer submitted a statement on withdrawal from the Agreement of Sale before the Seller accepted his offer, the offer ceases to be binding.

5. The Seller is obliged to immediately, but no later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the Agreement of Sale, return all payments made by the Customer, including the cost of Delivery of the Goods. The Seller may withhold the reimbursement of payments received from the Consumer until the Goods are received back or the Customer provides the proof of shipping the Goods back, depending on which event occurs first.

6. If the Consumer using the right of withdrawal has chosen the method of delivery of the Goods other than the cheapest usual way of Delivery offered by the Seller, the Seller is not obliged to refund the additional costs incurred by the Consumer.

7. The Consumer is obliged to return the Goods to the Seller immediately, but not later than within 14 days from the date on which he withdraw from the Agreement of Sale. To comply with the deadline, it is enough to return the Goods to the Seller's address before the deadline expires.

8. In the event of withdrawal, the Customer being a Consumer bears only the direct cost of returning the Goods.

9. If, due to its nature, the Product can't be returned by normal mail, the Seller informs the Consumer about the cost of returning items on the Store Website.

10. The Consumer is liable for the decrease in the value of the Product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Goods.

11. The Seller shall refund the payment using the same method of payment as used by the Consumer, unless the Consumer has expressly agreed to a different method of refund, which does not involve any costs for him.

## § 11 Free services

1. The Seller provides free electronic services to Customers:

- Contact form
- Newsletter
- Running a Customer Account

2. The services indicated in § 11 para. 1 above are provided 7 days a week, 24 hours a day.

3. The Seller reserves the right to choose and change the type, form, time and manner of granting access to selected services listed, about which he will inform the Customers in a manner appropriate to the change in these Regulations.

4. The Contact Form service consists in sending a message to the Seller via the form placed on the Store Website.

5. Resignation from the Contact Form free service is possible at any time and consists in ceasing to send inquiries to the Seller.

6. The Newsletter service can be used by any Customer who enters his e-mail address using a registration form made available by the Seller on the Store Website. After sending the completed registration form, the Customer shall immediately receive the Registration confirmation to the e mail address provided in the registration form. At that moment, an agreement for the provision of the Newsletter service by electronic means is concluded.

The Customer may additionally during the Registration mark the appropriate field in the registration form in order to subscribe to the Newsletter service.

7. Newsletter service consists in sending by the Seller an electronic message containing information about new products or services in the Seller's offer to the email address. The Newsletter is sent by the Seller to all Customers who have subscribed.

8. Each Newsletter addressed to the Customers concerned contains, in particular: information about the sender, a completed "subject" field, specifying the content of the message and information about the possibility and method of resignation from the free Newsletter service.

9. The Customer may at any time opt out of receiving the Newsletter by unsubscribing via the link provided in each e-mail sent as part of the Newsletter service or through the activation of the relevant field in the Customer Account.

10. The Customer Account Service is available after registration on the terms described in the Regulations and consists in providing the Customer with a dedicated panel within the Online Store Website, enabling the Customer to modify the data he provided during the Registration, as well as tracking the status of orders and order history.

11. The Customer who has registered may submit a request to delete the Seller's Customer Account, however, if the Seller requests the Customer's account to be removed, it may be deleted within 14 days of the request being made.
12. The Opinion service consists in allowing the Seller and Customers having a Customer Account, to publish on the Store Website individual and subjective statements regarding in particular the Goods.
13. Resignation of the service is possible at any time and consists in ceasing to post content by the Customer on the Store Website.
14. The Seller is entitled to block access to the Customer Account and free services, if the Customer acts to the detriment of the Seller or other Customers, violate the law or the provisions of the Regulations, and when blocking access to the Customer Account and free services is justified by security reasons - in particular: the Customer breaking the security of the Online Store Website or other hacker activities. Blocking access to the Customer Account and free services for the aforementioned reasons lasts for the period necessary to resolve the issue constituting the basis for blocking access to the Customer Account and free services. The Seller shall notify the Customer about blocking access to the Customer Account and free services by electronic means to the address provided by the Customer in the registration form.

## **§ 12 Responsibility of the Customer in the scope of content posted by him**

1. By posting content and making it available, the Customer makes voluntary distribution of content. The published content does not express the views of the Seller and should not be equated with his activities. The Seller is not a content provider, but only an entity that provides adequate ICT resources for this purpose.
2. The Customer declares that:
  - a. he is entitled to use proprietary copyrights, industrial property rights and/or related rights to-respectively - works, industrial property rights objects (e.g. trademarks) and/or related rights subjects that make up the content;
  - b. the placement and making available, within the services referred to in § 11 of the Regulations, of personal data, image and information related to third parties occurred in a legal, voluntary manner and with the consent of the persons concerned;
  - c. he consents to the access to published content by other Customers and the Seller, as well as authorizes the Seller to use them free of charge in accordance with the provisions of these Regulations;

- d. he consents to the development of works within the meaning of the Copyright and Related Rights Act.

3. The Customer is not entitled to:

- a. posting, as part of using the services referred to in §11 of the Regulations, personal data of third parties and disseminating the image of third parties without the required legal permission or consent of a third party;
- b. posting, as part of using the services referred to in §11 of the Regulations, advertising and/or promotional content.

4. The Seller is liable for the content posted by the Customers, provided that they receive notification in accordance with §13 of the Regulations.

5. It is forbidden for Customers to post, as part of using the services referred to in §11 of the Regulations, content that could, in particular:

- a. be posted in bad faith, e.g. with the intention of violating personal rights of third parties;
- b. violate any rights of third parties, including rights related to the protection of copyright and related rights, protection of industrial property rights, trade secret or related to confidentiality obligations;
- c. be offensive or threatened to other people, contain vocabulary that violates good manners (e.g. by using profanity or words commonly considered offensive);
- d. be in contradiction with the interests of the Seller;
- e. violate other provisions of the Regulations, good customs, provisions of applicable law, social or moral norms.

6. In the event of notification in accordance with §13 of the Regulations, the Seller reserves the right to modify or delete the content posted by Customers as part of their use of the services referred to in §11 of the Regulations, in particular with respect to content for which on the reports of third parties or relevant authorities, it was found that they may constitute a violation of these Regulations or applicable law. The Seller does not conduct ongoing control of the content posted.

7. The Customer agrees to the Seller's free use of his content on the Online Store Website.

### **§ 13 Reporting a threat or violation of rights**

1. In the event that the Customer or other person or entity decides that the content published on the Store Website violates their rights, personal rights, good manners, feelings, morals, beliefs, rules of fair competition, know-how, secrecy protected by law or on the basis of an undertaking, may notify the Seller of a potential violation.

2. The Seller notified about a potential infringement, takes immediate action to remove the content causing the violation from the Store Website.

## **§ 14 Protection of personal data**

1. The administrator of personal data of Customers provided to the Seller on a voluntary basis as part of the Registration, placing a single order and as part of providing services by the Seller electronically or under other circumstances specified in the Regulations, is the Seller.
2. The Seller processes Customers' personal data in order to fulfil orders, provide services electronically and for other purposes specified in the Regulations. The data is processed only on the basis of legal provisions or consent expressed by the Customer in accordance with applicable law.
3. The set of personal data provided to the Seller is reported by the Seller to the Inspector General for Personal Data Protection.
4. The Customer submits his personal data to the Seller voluntarily, with the reservation, however, that failure to provide certain data in the Registration process prevents registration and establishment of the Customer Account and prevents the submission and execution of the Customer's order in the event of placing an order without registering the Customer Account.
5. Anyone who provides their personal data to the Seller has the right to access its content and to correct it or request its removal, and in cases provided by law, request to stop processing his personal data.
6. The Seller provides the opportunity to delete personal data from the collection, in particular in the event of deleting the Customer Account. The Seller may refuse to delete personal data if the Customer has not paid all amounts due to the Seller or violated the applicable law, and the retention of personal data is necessary to clarify these circumstances and determine the Customer's liability.
7. The Seller protects the personal data provided to him and makes every effort to protect them against unauthorized access or use by unauthorized persons.
8. The Seller transfers the personal data of the Customers to the Supplier to the extent necessary to perform the Delivery.

## **§ 15 Termination of the agreement (not applicable to Agreements of Sale)**

1. Both the Customer and the Seller may terminate the agreement for the provision of electronic services at any time and without giving reasons, subject to retaining the rights acquired by the other party prior to the termination of the above-mentioned agreement and provisions below.

2. The Customer, who has completed the Registration, terminates the agreement for the provision of electronic services by sending to the Seller an appropriate statement of intent, using any means of remote communication, allowing the Seller to read the statement of intent of the Customer.
3. The Seller terminates the agreement for the provision of electronic services by sending to the Customer an appropriate statement of intent to the email address provided by the Customer during the Registration.

## **§ 16 Final provisions**

1. The Seller shall be liable for non-performance or improper performance of the agreement, but in the case of agreements concluded with Customers being Entrepreneurs, the Seller shall be liable only in the event of deliberate damage and within the limits of the actual losses suffered by the Customer being the Entrepreneur.
2. The content of these Regulations may be recorded by printing, saving on a data carrier or downloading at any time from the Store Website.
3. In the event of a dispute arising out of the concluded Sales Agreement, the parties will endeavor to resolve the matter amicably. The law applicable to the resolution of any disputes arising from these Regulations is the Polish law.
4. The Seller informs the Customer being a Consumer about the possibility of using extrajudicial means of dealing with complaints and pursuing claims. The rules of access to these procedures are available at the registered offices or on the websites of entities authorized to deal with disputes out of court. They may be, in particular, consumer ombudsmen or Provincial Inspectorates of the Trade Inspection, whose list is available on the website of the Office of Competition and Consumer Protection (Urząd Ochrony Konkurencji i Konsumentów). The Seller informs that at the address <http://ec.europa.eu/consumers/odr/> there is an online platform for settling disputes between consumers and entrepreneurs at the EU level (ODR platform).
5. The Seller reserves the right to change these Regulations. All orders accepted by the Seller for execution before the date of entry into force of the new Regulations are implemented on the basis of the Regulations, which were in force on the date of placing the order by the Customer. The amendment to the Regulations comes into force within 7 days from the date of publication on the Store Website. The Seller shall inform the Customer 7 days before the entry into force of the new Regulations on amendments to the Regulations by means of a message sent by e-mail containing a reference to the text of the amended Regulations. If the Customer does not accept

the new content of the Regulations, he is obliged to notify the Seller about this fact, which results in the termination of the agreement in accordance with the provisions of §15 of the Regulations.

6. Regulations come into force on 01 Jan 2019.