

MITARE ONLINE SHOP TERMS AND CONDITIONS

DEFINITIONS:

1. Seller - company name MITARE Grzegorz Wiśniewski having its registered address in Piła, ul. Warsztatowa 4/11, 64-920 Piła, Poland), NIP tax identification number PL7671244307, REGON state statistical number 302672533, e-mail address: shop@mitare.com

2. Shop - MITARE online shop available at www.mitare.com, www.mitare.it, www.mitare.es, www.mitare.de, www.mitare.fr, www.mitare.sk, www.mitare.cz, www.mitare.ch, www.mitare.dk, www.mitare.eu, www.mitare.fi, www.mitare.lt, www.mitare.lv, www.mitare.nl, www.mitare.se, www.mitare.uk, www.mitare.ru, (hereinafter used www.mitare.com) operated by the Seller being a sales platform, through which the Seller:

1. provides Shop functionality and services to Users;
2. solicits conclusion of distance contracts of sale of Goods;

enables Users to become acquainted with the Goods offered by the Shop. Through the Shop, the Seller makes available adequate system, ICT and technological tools to provide the foregoing services.

3. Shop Website the website available at www.mitare.com, www.mitare.it, www.mitare.es, www.mitare.de, www.mitare.fr, www.mitare.sk, www.mitare.cz, www.mitare.ch, www.mitare.dk, www.mitare.eu, www.mitare.fi, www.mitare.lt, www.mitare.lv, www.mitare.nl, www.mitare.se, www.mitare.uk, www.mitare.ru, (hereinafter used www.mitare.com)

4. Terms and Conditions - these Terms and Conditions, setting out rules for the use of the Shop, in particular the rules for the conclusion of contracts of sale of the Goods offered by the Shop, the rules for performance thereof, and the rules of the complaint procedure.

5. User - a natural or a legal person, or an organisational unit without legal personality, who uses Shop functionalities.

6. Client - a User who has entered into contract of sale with the Seller.

7. Consumer - a User being a natural person and performing a legal action with the Seller that is not directly related to the business or professional activity thereof, in particular entering into a contract of sale through the Shop.

8. User Account - each User's individual panel activated therefor by the Seller (following User registration and conclusion of a contract for the provision of the User Account operation service), storing the data provided by the User upon User Account registration, with the establishment of a User Account not being required to use the Shop, including to view the Shop's offer and to place orders.

9. Goods - movables offered by the Shop that may constitute the subject matter of a contract of sale between the User and the Seller.

10. Contract of Sale - a contract of sale of Goods concluded between the User and the Seller through the Shop pursuant to the provisions of the Terms and Conditions.

11. GDPR - Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC

12. Newsletter - service made available by the Seller and consisting in the provision of commercial information, in particular with respect to the offered products and services in the form of electronic messages (e-mails), by electronic mail to the User specified e-mail address.

I. Preliminary provisions.

1. The Seller uses technical and organisational measures appropriate to the degree of risk, including measures used to prevent acquisition and modification by unauthorised persons of data transmitted over the Internet, in order to ensure security of messages and data provided at the Shop. The Seller ensures security of the transmission of data provided at the Shop through the application of SSL (SecureSocketLayer) protocol.

2. On the Shop Website, the Seller presents Goods belonging in particular to the following categories: women's sports clothing, men's sports clothing, clothing accessories (in particular: bandanas, caps, earmuffs, gloves, socks, scarves), luggage accessories, skiing accessories, travel accessories, beach accessories (in particular: flaps, towels, bathing suits, swimming trunks), underwear, wallets.

3. The Seller carries out the sale of the Goods through the Shop with the use of the Internet.

4. Upon the User's expression of will to be bound by a Contract of Sale (by means of placing an order) at the latest, the Seller shall provide the User, via the Shop Website, with information on the main features of the Goods; information on the Goods offered by the Seller, detailed descriptions thereof identifying the main features thereof is provided under each of the Goods displayed on the Shop Website.

5. The User shall use the Shop without disrupting its operation, in compliance with the law, provisions of the Terms and Conditions, morality and respect for the rights and personality rights of others. The User shall be prohibited to provide illegal content.

II. Ways of communication

1. The Seller provides information on matters related to Shop queries, including contracts of sale, at the following MITARE Online Shop Customer Service email: shop@mitare.com.
2. The User may submit queries directed at the Seller directly via the Shop Website. To that end, the User shall select a contact form on the Shop Website, enter the required data enabling the Seller to provide answers in relevant fields of the query form, and select required fields.
3. With respect to the fulfilment of the order placed, including the need to specify the details of the order placed, the Seller may contact the User via electronic mail shop@mitare.com
4. The Seller shall provide a functionality consisting in notifying the User of availability of specific Goods offered by the Shop; to receive the same, in the 'Product Availability Notification' window, the User shall:
 1. enter the required data in relevant form fields, i.e. e-mail address;
 2. select the check-box indicating confirmation of their having read and accepted the Terms and Conditions of the Shop;
 3. click the 'Order notification' button.

III. Final amount to be paid.

1. Prices of Goods on the Shop Website are stated in EUR, USD and GBP, and they are gross prices, i.e. they include taxes, including the tax on goods and services (VAT), but they exclude the Costs of Delivery of the Goods.
2. The Costs of Delivery of the Goods include, among others, fees for postal services, and they depend on the form of payment selected by the Client and the value of the Prices of Goods in the order placed.
3. The final amount to be paid for the order placed shall include the Price of the Goods and the Costs of Delivery of the Goods.
4. The User shall be notified of the final amount to be paid on the Shop Website when placing the Order, also directly prior to and upon order confirmation and placement. They are the total costs that the User shall pay, including applicable taxes. The final amount to be paid shall be indicated in the message confirming order receipt.
5. The final amount to be paid indicated in the manner provided for item 4 shall not change.

IV. User Account.

1. The Seller provides services enabling the User to create a User Account on the Shop Website. Through the User Account, the Seller enables the User to use additional Shop functionalities following a single registration and each log in (with the possibility to log in with the User's facebook account. If the User chooses the above way of logging in to his previously registered account in the Shop, Facebook, in accordance with its user authentication procedure, will provide the Seller with the following data of the User, assigned to their Facebook account: first name, last name, email address and profile picture, solely for the purposes of User authentication. By using this form of logging in to the Shop, the User acknowledges that their personal data in the scope specified above will be transferred from Facebook to the Seller acting as a separate Personal Data Administrator, with the proviso that the Seller is entitled to use such data solely for the purposes of enabling the User to log in to their User Account in the Shop), with User Account registration and operation being free of charge.

2. User Account registration shall be necessary

3. In order to create a User Account, on the Shop Website the User shall:

1. click the 'Log in' button located on the top bar,

2. click the 'Create an account' button which redirects to the account creation view,

3. enter the required data in relevant fields of the registration form, i.e. first name, last name and e-mail address; select the check-box indicating confirmation of their having read and accepted the Terms and Conditions of the Shop, and press the 'Create an account' button in the account creation view.

5. Following registration by the User, the Seller shall promptly send to the User's address for electronic correspondence provided thereby during registration an e-mail confirming registration of the User Account.

6. Upon receipt by the User of the e-mail confirming registration, a contract for the provision of the User Account operation service is concluded, with the services being provided free of charge for an indefinite period of time.

7. The Seller shall have the right to terminate the contract for the provision of the User Account operation service subject to a 14-day period of notice solely for important causes consisting in persistent violations by the User of the obligations thereof provided for in item I 5 of the Terms and Conditions, in the event of a prior request from the Seller to the User to stop violations, establishing an additional 14-day period therefor, and the User's failure to do the same within the said period.

8. A statement of termination of the contract for the provision of the User Account operation service may be submitted by the Seller to the e-mail address provided by the User.

9. The User shall have the right to terminate the contract for the provision of the User Account operation service at any time, without notice, for any reason and at no cost, in particular by sending the Seller an e-mail to the following address: shop@mitare.com, requesting to delete the Account and indicating the electronic mail (e-mail) address registered with the Shop.

10. Expiry of the contract for the provision of the User Account operation service shall result in the blocking and deletion of the User Account, which shall not affect the rights of the User acquired prior to the expiry of the contract.

IVa. Newsletter

1. Within the framework of the Newsletter service, MITARE shall send information in the form of an-email, hereinafter referred to as the 'Newsletter', to the electronic mail (e-mail) address provided by the User. The Newsletter service shall be provided free of charge for an indefinite period of time.

2. The Newsletter shall contain information on the MITARE brand product offer, new collections, current promotions, information on the opening of new Outlets, and other messages regarding the MITARE brand and products offered thereby, including opinions, press releases, links to the MITARE brand's friendly websites.

3. Each Newsletter shall contain:

1. information on MITARE having its registered address in Piła as the sender of the Newsletter;
2. 'Topic' field completed, specifying the content of the Newsletter;
3. information on the manner of resignation from the Newsletter service or on a change of the electronic mail (e-mail) address of the User whereto the Newsletter is sent.

4. The use of the Newsletter service shall depend on the User having a computer or another multimedia device with access to the Internet, and on the User having an active electronic mail (e-mail) account.

5. The User may order the Newsletter service by performing the following registration steps at <https://mitare.com>, in the 'NEWSLETTER' field:

1. entering the User's electronic mail (e-mail) address in the form made available on the website;
2. expressing consent to receiving Newsletters and selecting the check-box indicating confirmation that the User has read and accepted the Terms and Conditions of the Shop;

3. pressing (clicking) the 'Subscribe' button;
4. clicking the link confirming registration, provided in a sent electronic mail with 'Website Newsletter Subscription Confirmation' in the subject line.
6. Pressing (clicking) the link confirming registration shall add the User's electronic mail (e-mail) address to the e-mailing list. The User's electronic mail (e-mail) address shall be used to send Newsletters thereto.
7. Provision of the User's electronic mail (e-mail) address during registration shall be required to provide the Newsletter service.
8. The User may, at any time, for any reason and at no cost, change the previously specified electronic mail (e-mail) address whereto the Newsletter is sent, resigning from the previously provided Newsletter service by pressing (clicking) the 'Unsubscribe from the Newsletter' link provided in the footer of each Newsletter, and then re-order the Newsletter service by performing the registration steps described in detail in item 6 hereinabove, specifying the User's new electronic mail (e-mail) address in the form available at <https://mitare.com>, in the 'NEWSLETTER' field.
9. The User may, at any time, for any reason and at no cost, resign from the Newsletter service, in particular by means of :
 1. clicking the 'Unsubscribe from the Newsletter' link provided in the footer of each Newsletter,
 2. unchecking the field 'I consent to receiving commercial correspondence in the form of a NEWSLETTER pursuant to the provisions of the Online Shop Terms and Conditions at the e-mail address specified by me. I have the right to withdraw my consent to data processing at any time, which shall not affect legality thereof preceding the withdrawal' within the User Panel, and then pressing (clicking) the 'Save changes' button,
 3. sending MITARE a declaration of will to resign from the Newsletter service by means of electronic mail (e-mail) to shop@mitare.com
10. Within the framework of the Newsletter service provision, the User shall not provide or transfer illegal content.

IVb. Other forms.

1. The Seller may also make other forms available to the User via the Shop Website, which may, in particular, be used by the User to recommend the Shop or goods offered in the Shop to other Internet users, as well as to take part in competitions and promotions organised by the Seller.
2. The contract for the provision of services by electronic means, related to the use of a specific form shall be concluded upon the use of that form by the User. The contract for the provision of electronic services shall be terminated automatically and immediately each time after the User uses the form. The Seller may introduce additional regulations specifying the rules of using specific

forms, which shall be provided to the User for review and acceptance prior to the actual use of such a form.

V. Ways of placing an order.

1. The User may purchase Goods offered by the Shop by placing an order:
 1. directly on the Shop Website, and completing the order procedure,
 2. sending an e-mail to <https://mitare.com>, identifying any and all information on the Goods which are of importance from the order fulfilment perspective, i.e. catalogue names, sizes and number of Goods ordered, payment method, manner and place of delivery of the Goods, and the following data: first name, last name, address whereto the Goods ordered shall be delivered, e-mail address, and phone number. The User shall also indicate whether they place the order as a VAT payer.
2. In order to place an order directly on the Shop Website, the User shall:
 1. complete the order by means of using the basket (clicking the 'Add to basket' button). The User shall select Goods according to the description and price thereof and add the same to the basket; if the Goods are offered in different sizes, they shall select the size,
 2. click the 'Proceed to checkout' button after moving to the 'Your basket' view and selecting the number of Goods,
 3. enter the required data in relevant fields of the order form, select delivery method and click the 'Proceed to Payment' button after moving to the 'Delivery' view,
 4. select payment method and, in every case, select the required check-boxes and indicate whether the User is placing the order as a VAT payer, and click the 'Order and Pay' button or any button containing a phrase equivalent to 'order with an obligation to pay' after moving to the 'Summary and payment' button, which shall be interpreted as placement of an order with an obligation to pay.
3. Orders shall be fulfilled in the order of the placement thereof.
4. The User placing an order shall be interpreted as making the Seller a proposal to enter into a contract of sale of the Goods being the subject matter of the order.

VI. Provision of a confirmation of conclusion of a contract of sale of the Goods

1. Upon the User placing an order, the Seller shall send an electronic mail confirming order receipt and contract conclusion to the User specified electronic mail address.
2. A contract of sale of Goods between the User as a Client and the Seller shall be concluded upon receipt of the foregoing electronic mail by the former.
3. Material provisions of the contract of sale of the Goods shall be recorded, secured, made available and confirmed by means of sending of the foregoing electronic mail containing attachments in the form of these Terms and Conditions, instructions on the right of withdrawal, and a declaration of withdrawal form.

VII. Payments.

1. The Seller shall provide the following methods of payment for Goods:
 1. via the secure online payment platform, in which case the User shall pay for the purchased Goods in advance, prior to order fulfilment (the so-called prepayment).
2. Goods ordered from the Shop shall be delivered by courier companies.
3. The Seller shall commence fulfilment of the order placed immediately after sending a confirmation of the order placed by electronic mail and, in the event of selection of prepayment as the payment method, after the entire value of the Price of the Goods and the Costs of Delivery of the Goods has been credited to the Seller's bank account.
4. The time for fulfilment of the order placed shall be inclusive of the period wherein the Seller completes the Goods ordered and prepares the same for shipment.
5. The time for fulfilment of the order placed shall be 4 business days; it shall commence once the Seller commences to fulfil the same, and it shall end once the Seller forwards the parcel to the entity providing postal services and specified in item 2.
6. The time for fulfilment of the order placed shall be exclusive of the time of delivery of the Goods that covers the period from the parcel delivery to the entity providing postal services by the Seller to the moment of the parcel delivery to the Client by the said entity.
7. By accepting these Terms and Conditions, the User grants to the Seller approval for the use of e-invoices by the Seller in relation to the User, including

sending (making available) to the User e-invoices issued by the Seller in the PDF file format via e-mail to the User's e-mail address provided by the User in relation to filling in the appropriate form on the Store's Website (form while creating the User Account or the form while placing an order).

VIII. INFORMATION CONCERNING THE EXERCISE OF THE RIGHT OF WITHDRAWAL FROM THE CONTRACT

MODEL INSTRUCTIONS OF WITHDRAWAL FROM THE CONTRACT

The right of withdrawal from the contract

1. You have the right to withdraw from this contract within a period of 14 days without giving any

reason.

2. The period for withdrawal from the contract shall expire 14 days after the day on which you

acquired the goods or on which a third party other than the carrier and indicated by you acquired the

goods.

3. In order to exercise the right of [withdrawal from](#) the contract, you must inform us (the name and

full postal address: Logistyka MITARE, ul. Warsztatowa 4/11, 64-920 Piła, Poland),

e-mail address: shop@mitare.com

about your decision to withdraw from this contract by an explicit statement (for example, a letter

sent by post or e-mail).

4. You may use the model withdrawal form, but it is not obligatory.

5. You may also fill in and submit a [classical withdrawal form](#) or any other explicit statement via electronic means on our website [ON-LINE FORM](#) If you choose this option, we will immediately send you

an acknowledgement of receipt of the withdrawal from the contract on a durable medium (e.g. via email).

6. In order to comply with the withdrawal period, it is sufficient that you send us a notice regarding

the exercise of your right of withdrawal from the contract before the expiry of the withdrawal period.

Effects of withdrawal from the contract:

1. If you withdraw from this contract, we will reimburse you for all payments received from you,

including the cost of delivery of the goods (with the exception of any additional costs arising from the

means of delivery chosen by you other than the cheapest ordinary method of delivery offered by us)

immediately and in any event no later than 14 days after we are informed of your decision to

exercise your right of withdrawal from this contract.

2. We will make the reimbursement by the same means of payment as you used for the original

transaction, unless you have expressly agreed otherwise; in any event, you will not pay any fees in

connection with such a reimbursement.

Notifications

- if you want to withdraw from the contract within 14 calendar days (counting from the day after receiving the order), you will receive a refund in the same form in which the payment for the returned goods was made.

- if you want to return the product between the 15th and 30th day (counting from the day after receiving the order), you will receive a refund in the form of a gift card top-up.

3. We may withhold the reimbursement until we receive the goods or an evidence that they have

been returned, whichever is earlier.

4. Please return or hand over the goods to us at the following address: Logistyka MITARE, ul. Warsztatowa 4/11, 64-920 Piła, Poland),, immediately, and in any case no later than 14

days from the date, on which you informed us of your withdrawal from this contract. The deadline is

met if you send the item back before the expiry of the 14-day deadline.

5. You will have to pay the direct cost of returning the item.

IX. Complaint examination procedure.

1. The Seller shall provide the Client with Goods without defects.

2. The Seller shall be held liable towards the Client for any defects of Goods according to the terms specified in applicable regulations, in particular Article 556 et seq. of the Polish Civil Code.

3. A complaint may be filed by the Client in any manner sufficiently revealing the will thereof.

4. In order to facilitate the same, the Seller:

1. recommends that the complaint in particular contain the following data: first name, last name, e-mail address, bank account number, address (street, house / apartment number, postal code, town / city (post office)), telephone number, form of compensation, order number, and information what Goods specifically are complained about, and for what reason,
2. Seller from the customer's side about the possibility of using the [ON-LINE complaint form](#) or the [CLASSIC complaint form](#).

The Client shall not be obligated to use or observe the foregoing recommendations of the Seller or the complaint notification procedure described on the Shop Website, and non-use thereof shall not have an impact on the effectiveness of complaints submitted irrespective of the recommended description of the complaint.

5. Complaints relating to services provided by the Seller electronically may in particular be submitted by sending an e-mail to shop@mitare.com

6. The Seller shall examine every complaint and express their opinion thereon by immediately providing a reply specifying the manner of handling the same, not later however than within 14 days of the date of complaint submission. The User shall be notified of the manner of handling the complaint in the manner provided for in the complaint notification.

7. In the event of any deficiencies in the submitted complaint, the Seller shall request the client to remedy the same in accordance with the Client's contact data indicated therein.

X. Technical requirements to be met to work with the ICT system used by the Seller.

1. To use the shop, inclusive of viewing the Shop offer, the User shall require an end device with Internet access and the Internet Explorer, Mozilla Firefox, Opera, Google Chrome or Apple Safari web browser.
2. Moreover, in order to place orders, the User shall require an active e-mail account .

XI. Personal data protection

1 MITARE shall be the controller of the personal data (in the meaning of Article 4 (7) of the GDPR) of Users using Shop functionalities.

2. The Seller has appointed a Data Protection Supervisor (DPS) who may be contacted in matters concerning personal data protection and the exercise of the rights related thereto. To that end, the User may contact the Data Protection Supervisor by means of electronic mail at shop@mitare.com, or by means of traditional mail at MITARE, ul. Warsztatowa 4/11, Piła 64-920 (annotated with 'Data Protection Supervisor (DPS)').

3. Users' personal data may be processed for the following purposes and based on the following legal grounds:

1. accepting orders and performing contracts of sale (data processing legal grounds: Article 6 (1) (b) of the GDPR),
2. ongoing communication in matters related to the orders placed, inclusive of the confirmation of the same and information on the status thereof (data processing legal grounds: Art. 6 (1) (b) of the GDPR);
3. enabling registration and operation of a Shop User Account (in the event of the User creating the same) and providing other functionalities through the Shop, specified in Section IV of the Terms and Conditions, within the framework of the contract for the provision of services by electronic means concluded with the User (data processing legal grounds: Article 6 (1) (b) of the GDPR);
4. enabling the User to log in to their User Account using their Facebook account, involving User authentication on their account registered in the Shop through verification of their data against the data assigned to their Facebook account (in such case Facebook, in accordance with its user authentication tools, will provide the Seller with data comprising: first name, last name, email address, and profile picture), exclusively where the User selected this form of logging, with such processing being within legitimate interests of the Seller (Article 6(1)(f) of the GDPR),
5. examining complaints related to the concluded contracts of sale (Article 6 (1) (b) of the GDPR);

6. examining complaints related to the concluded contracts for the provision of services by electronic means – in the situation wherein the User has entered into such a contract with the Seller pursuant to the rules specified herein (Article 6 (1) (b) of the GDPR);
7. accepting notifications and queries directed at the Seller, other than complaints and matters related to the contracts performed (e.g. via contact details indicated on the Shop Website), which constitutes the Seller's legitimate interest (data processing legal grounds: Article 6 (1) (f) of the GDPR);
8. accepting declarations of withdrawal from distance contracts of sale pursuant to the provisions hereof and the provisions of Section 4 of the Act dated 30 May 2014 on consumer rights, which is the Seller's legitimate interest (data processing legal grounds: Article 6 (1) (f) of the GDPR);
9. handling complaints, bringing and defending against claims, exercising extrajudicial methods for handling complaints and bringing claims, which is the Seller's legitimate interest (data processing legal grounds: Article 6 (1) (f) of the GDPR);
10. facilitating obtainment of credit services and enabling electronic payments, which is the Seller's legitimate interest (data processing legal grounds: Article 6 (1) (f) of the GDPR);
11. monitoring the manner wherein Users use the services provided within the framework of the Shop with respect to compliance with the provisions hereof, and with a view to developing Shop functionalities and improving the operation of the services provided through it, which is the Seller's legitimate interest (data processing legal grounds: Article 6 (1) (f) of the GDPR);
12. for direct marketing, including profiling, by selecting and displaying the goods available at the Store, taking into account the activity and preferences of specific Users, as well as by creating tailored groups of ad recipients taking into account their preferences, which is a legitimate interest of the Seller (legal grounds for processing: Article 6(1)(f) of the General Data Protection Regulation (GDPR)), conducting statistical analyses, which is the Seller's legitimate interest (data processing legal grounds: Article 6 (1) (f) of the GDPR);
13. carrying out direct marketing, inclusive of profiling, by means of selecting and displaying available Goods from the Shop while allowing for specific User's activity and preferences, which is the Seller's legitimate interest (data processing legal grounds: Article 6 (1) (f) of the GDPR);
14. conducting statistical analyses, which is the Seller's legitimate interest (data processing legal grounds: Article 6 (1) (f) of the GDPR);
15. implementing legal requirements in the field of tax and accounting regulations, in particular those specified in the provisions of the Act dated 11 March 2004 on the tax on goods and services (VAT), of the Act dated 15 February 1992 on income tax from legal persons, and of the Act dated 29 September 1994 on accounting (data processing legal grounds: Article 6 (1) (c) of the GDPR);

16. storing data for archiving purposes and to demonstrate correct fulfilment of legal obligations imposed on the Seller, which is the Seller's legitimate interest (data processing legal grounds: Article 6 (1) (f) of the GDPR);
17. sending commercial information by electronic means, in the form of the Newsletter, if a particular individual has expressed a separate consent to receiving commercial information by electronic means;
18. sending commercial information by electronic means, in the form of PUSH messages – where a particular individual has given a separate consent for receiving this type of information;
19. storing data in the form of cookies, collecting data from the Shop Website and the Shop mobile version, if a particular individual has expressed a separate consent thereto pursuant to the terms of the Cookies Policy applicable on the Shop Website,

4. Users' personal data may be disclosed to the following categories of recipients:

1. subcontractors providing the Seller with technical support regarding operation, maintenance and development of the Shop, such as hosting service providers, Shop management software providers, Shop software technical maintenance service providers, commercial correspondence mailing software providers, PUSH messages, Customer Service Office maintenance service providers, marketing agencies wherewith the Seller has entered into legally required data processing outsourcing agreements;
2. entities supporting the Seller in its marketing and sales activities, such as marketing agencies, entities running online portals, including social media portals;
3. entities supporting the Seller in the implementation of applicable laws, rights and obligations arising herefrom in connection with the provision of services through the Shop, such as law firms and debt collection agencies wherewith the Seller has entered into legally required data processing outsourcing agreements;
4. entities requiring data provision to ensure proper service provision through the Shop, as requested by a particular User – electronic payment service providers (if this option payment is selected), credit (instalment buying) service providers, entities delivering goods to the address specified (courier services, shipping companies) or entrepreneurs operating the Seller's brand stationary shop (if the option to pick up the order at a particular stationary shop is selected) whereto the data are made available as to separate controllers or wherewith the Seller has entered into legally required data processing outsourcing agreements (depending on the status of these entities with respect to the personal data provided).

5. Users' personal data may be transferred by the Seller outside the European Economic Area (EEA) as part of using subcontractors' services (out of the categories of recipients referred to in item 4 hereinabove). In such case, the Seller shall ensure legally required personal data protection measures, namely

(depending on the case): i) provision to a subcontractors located in a third country in respect whereof a decision has been made, finding an adequate level of protection in accordance with the requirements of Article 45 of the GDPR; ii) data are provided on the basis of a data transfer agreement with a subcontractor that has been based on the Standard Contractual Clauses adopted by a decision by the European Commission; iii) data are provided within the framework of binding corporate rules applied by the subcontractor and referred to in Article 47 of the GDPR. For more information on the Seller's security measures associated with the transmission of data outside the EEA can be obtained by contacting the Data Protection Supervisor appointed by the Seller.

6. Apart from the foregoing instances, Users' personal data may be transferred outside the EEA only in those cases wherein a specific User is ordering from a country located outside the EEA and expected the goods ordered to be delivered to the said country. In such case, the Seller shall transfer the User's personal data outside the EEA solely to properly fulfil the order placed and deliver the same to the address specified therein, in accordance with the User's request.

7. Personal data obtained shall be stored by the Seller throughout the period of performance of the Contracts of Sale concluded, until they are correctly settled, and throughout the period of Shop service provision (to Users) for the period of agreements on the provision of services by electronic means; moreover:

1. until potential claims under the contracts / agreements specified hereinabove become prescribed,
2. for the time required by the Seller to vindicate or defend specific claims (if brought by a User in connection with the concluded contracts / agreements specified hereinabove),
3. for the time of fulfilment of the obligations under the law, tax and accounting regulations in particular, for instance obligations related to the storage of documentation pursuant to the requirements of Article 74 of the Accounting Act of 29 September 1994,
4. for the period required by the Seller to demonstrate before public administration bodies, including personal data protection supervision bodies, proper fulfilment of the legal obligations imposed thereon;
5. for archiving purposes when it concerns the history of the correspondence and replies to the questions asked (not directly related to the concluded contracts / agreements) - for a period which shall be no longer than 3 years from obtaining the data;
6. for direct marketing purposes - for the period of agreements on the provision of services by electronic means (Users) and for the period of performance of contracts of sale, or until data processing for this purpose is objected;
7. until the consent to data processing is withdrawn, or data become obsolete (found so by the Seller) if data are processed pursuant to the consent given by a specific individual

8. The Seller shall provide each User with the right to exercise all of their rights under the GDPR, i.e. the right to request access to the personal data thereof, the right to rectify, delete or demand restriction of processing thereof, the right to data transfer, and the right to object to the processing thereof, on the terms and in the cases provided for in the provisions of the GDPR.

9. In the case of the Seller processing personal data to realise a legitimate interests thereof (specified hereinabove), each User shall have the right object to data processing for reasons relating to a specific situation thereof.

10. Data processed to realise a legitimate interest consisting in the Seller carrying out direct marketing shall be processed solely until objection to this form of processing. The User shall have the right to object to the processing of the personal data thereof for direct marketing purposes, including profiling, at any time.

11. In the event of the Seller processing personal data pursuant to a consent given by the User, any individual shall have the right to withdraw the consent to the processing of the personal data thereof at any time, which shall not affect legality thereof preceding the withdrawal.

12. Provision of personal data with respect to:

1. Users who wish to create a Shop User Account - to register and create a User account, it shall be required to provide data within the scope specified in the registration form, i.e. first name, last name, address of residence, e-mail address. A failure to provide the same shall prevent User Account creation (and, consequently, conclusion of an agreement on the provision of services by electronic means), but the Client shall still be able to place orders through the Shop within the option without registering a User Account;
2. Users placing orders through the Shop - to place and enable the Seller to fulfil the same (and, consequently, to conclude a contract of sale), it shall be required to provide the following data: first name, last name, address of residence (or another address for delivery), e-mail address, telephone number. A failure to provide the same shall result in the inability to accept the order (and, consequently, to conclude a contract of sale);
3. Users submitting a declaration of withdrawal from a contract of sale - to submit a declaration of withdrawal from a distance contract of sale, it shall be required to provide the following data: first name, last name, e-mail address, address of residence (street, house / apartment number, postal code, town / city (post office)), telephone number, order number, bank account number. A failure to provide the same shall prevent effective submission of the declaration of withdrawal from the contract of sale, and a failure to specify the bank account number may prevent the refund,
4. Users making complaints with respect to the contract of sale concluded - to make the same and enable the Seller to examine it, it shall be required to provide the following data: first name, last name, e-mail address, bank account number, address (street, house / apartment number, postal

code, town / city (post office)), telephone number, form of compensation, order number, and information what Goods specifically are complained about, and for what reason. A failure to provide the same shall prevent the Seller from examining the complaint,

5. Users making complaints with respect to the agreement on the provision of services by electronic means, concluded with the Seller pursuant to the rules specified herein – to make the same and enable the Seller to examine it, it shall be required to provide the e-mail address provided by the User during the Shop User Account registration or during registration of the subscription to the Newsletter (if the complaint is related to the said service). A failure to provide the same may prevent the Seller from examining the complaint,

6. In other cases, provision of data shall be voluntary.

13. The Seller shall not conduct User data processing operations in an automated manner resulting in decisions having legal effects thereon or similarly and significantly affecting the situation thereof. Possible automated data processing, including profiling, shall be used solely to analyse and forecast individual preferences of Users using the Shop.

14. Any individual personal data whereof are processed by the Seller shall have the right to file a data processing related complaint with the supervisory body, i.e. the Inspector General for Personal Data Protection; as of the entry into force of the new act on personal data protection, with the legal successor thereof, i.e. the Head of the Office For Personal Data Protection having its registered address at ul. Stawki 2, 00-193 Warsaw.

XII. Extrajudicial methods for handling complaints and bringing claims

1. The consumer can use extrajudicial methods for handling complaints and bringing claims. The rules for access to these procedures are available at the premises or on the websites of entities authorised to carry out extrajudicial dispute resolution, such as, in particular, consumer ombudsmen or the Voivodeship Inspectorates of the Trade Inspection, a list whereof is available on the website of the Office of Competition and Consumer Protection at <http://www.uokik.gov.pl/>.

2. The authorised entity having jurisdiction over the registered address of the Seller in the meaning of Article 31 (1) of the Act dated 23 September 2016 on extrajudicial consumer dispute resolution shall be (in accordance with the list made available on the website of the Office of Competition and Consumer Protection https://uokik.gov.pl/rejestr_podmiot_uprawnionych.php) Trade Inspection - Małopolskie Voivodeship Trade Inspector in Cracow. The website address of the authorised entity is as follows: www.krakow.wiih.gov.pl.

3. An online platform for EU consumer - entrepreneur dispute resolution (ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual website with a one-stop shop for consumers

and entrepreneurs seeking extrajudicial resolution of disputes concerning contractual obligations arising from online contracts of sale or agreements for the provision of services.

XIII. Final provisions

1. The Terms and Conditions shall be made available on the Shop Website at <https://mitare.com> in a form enabling obtainment, viewing and recording of the same with the User's ICT system.

2. Provisions hereof are not designed to restrict or exclude any Users' rights under the law. The Seller shall respect any and all Users' rights stipulated in applicable laws, in particular those stipulated in the provisions of the Act dated 23 April 1964 - the Polish Civil Code, and the Act dated 30 April 2014 on consumer rights.

3. The Seller stipulates the right to amend these Terms and Conditions for important reasons covering:

1. amendments to the law

2. organisational reasons, in particular:

- changes in the scope of activities carried out by the Seller, consisting in changes in the profile thereof, changes in the scope of the Goods offer, introduction of new services or functionalities (including those related to the conclusion and termination of contracts and agreements),
- changes in: contact data, name or legal form of the Seller,
- changes in the range of payment methods,
- changes in the methods of delivery of Goods,
- other technical changes related to the functioning of the Shop.

4. Each User shall be informed of the content of the amendments to the Terms and Conditions by means of information made available on the Shop Website at <https://mitare.com>.

5. A User having a User Account shall be notified of an amendment to the Terms and Conditions by means of sending information on the same to the electronic mail address thereof. A User using the Newsletter service shall be notified of an amendment to the Terms and Conditions by means of sending information on the same to the electronic mail address thereof.

6. Amendments hereto shall not enter into force with respect to a particular User earlier than following 7 calendar days of the date of their having been informed of the same in the proper manner.

7. In the event of an amendment hereto, contracts and agreements concluded prior to the date of entry into force of the same shall be performed pursuant to the Terms and Conditions in the wording applicable on the date of conclusion thereof.

8. The Online Shop Terms and Conditions shall apply as of 28.01.2021, subject to that this version thereof was published on 28.01.2021r.