

TERMS AND CONDITIONS

CleverSteps online store

§ 1. General provisions

1. These terms and conditions hereinafter referred to as the “Terms and Conditions” determine principles regarding use of services offered by the online store at <http://www.cleversteps.eu>, hereinafter referred to as the “Store”.

2. The Store is run by Fundacja Akademickie Inkubatory Przedsiębiorczości with its registered office in Warsaw at ul. Piękna 68, zip code 00-672, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS [*National Court Register*] number: 0000199402 and NIP [*Tax Identification Number*] number: 524-24-95-143, within CleverSteps StartUp conducted by Olga Głowacka and Grzegorz Okliński as part of AIP Programme, hereinafter referred to as the “Administrator”.

3. The website address and the contact data of the Store are as follows: www.cleversteps.eu/shop, e-mail: cleversteps.boardgames@gmail.com, phone number: +48 604 221 688, postal address: ul. Powsińska 73/13, 02-903 Warszawa, Polska.

4. It is advised to read the Terms and Conditions before the use of services offered by the Store.

5. In order to purchase products offered by the Store the customer is required to possess an active and effective e-mail account.

§ 2. Types and scope of activities

1. The Store offers distance selling of plastic board games accessories via the Internet.

2. The offered products are hand-made items manufactured using three-dimensional (3D) printing.

§ 3. Privacy Policy

1. Filling in the sales form and marking box relating to a certain statement by the customer results in giving consent to collect and process the customer’s personal data pursuant to the Act on the Protection of Personal Data of 29 August 1997 (Journal of Laws of 2002, No. 101, item 926 as amended) by the Administrator in order to execute provisions of the Terms and Conditions and services subject to hereof.

2. Fundacja Akademickie Inkubatory Przedsiębiorczości with its registered office in Warsaw at ul. Piękna 68, zip code 00-672, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS [*National Court Register*] number: 0000199402 and NIP [*Tax Identification Number*] number: 524-24-95-143 is the Administrator of personal data.

3. The Administrator of personal data authorised Grzegorz Okliński (contact data: cleversteps.boardgames@gmail.com) to process the data.

4. Only data obtained from the customer in voluntary manner is collected. The data is processed in order to execute provisions of the Terms and Conditions, in particular:

a) to conclude contract of sale with regard to ordered items;

b) to deliver ordered items to the customer;

c) to issue a document confirming that the transaction has been made;

d) to post a transaction in the Store's accounting software for the period required by law and to store personal data in the Store's accounting software to maintain history of the Store's commercial transactions;

e) to store personal data of the customer in the customer data base.

5. The customer may give the additional consent for his/her data to be used for promotional and marketing purposes, in particular to present to the customer commercial offer of the Store and other marketing information related to the Store.

6. In the case of newsletter subscription and giving consent during the registration process or during the process of placing order to receive newsletter (consent to receive commercial information electronically) it is necessary to provide an e-mail address to which commercial information will be send by the Administrator. The customer may resign from receiving such information at any moment by logging in his/her account at the Store's website or by clicking cancellation link placed in the footer of each newsletter.

7. The personal data given by the customer during the process of placing order is processed by the following entities within the following scope: name and surname, phone number, e-mail and delivery address are passed on to shipping companies in the form of a label/waybill constituting at the same time an order for shipment delivery. Depending on the type of shipment, ordered items are delivered by:

a) Polish Post

b) Shipping company

8. The customer has the right to access and amend his/her personal data as well as to demand for its removal.

9. The Administrator informs that the customer is not obliged to give his/her personal data however the refusal to share the data with the Store will result in improper provision of services determined in Terms and Conditions as well as other activities resulting from the contract formed between the Store and the customer.

10. The collected data is subject to careful protection pursuant to current regulations of law. The Administrator ensures the proper level of protection of collected data.

11. The Store uses cookie files. While visiting the Store website at least one cookie file is sent to the customer's computer to identify the browser used. The Store's server automatically records information sent by the customer browser during visiting the website. Web server logs may contain information such as network request, IP address, browser type and language, date and time of sending the request. This information helps to increase the quality of our services through identification and storage of customers' preferences and tracking trends such as the way the Store website is searched. The customer may not agree to accept cookies and stay anonymous. However, the lack of consent to register cookie files will result in failure to identify the customer as well as his/her preferences by the Store. Detailed information on cookie files are available in Cookies tab in the section entitled Cookies Policy.

12. The Store informs its customers that all services offered by the Store are provided via the Internet. Therefore the customers' attention shall be drawn to the potential risk of third persons' interference into data transmitted between the Store and customer via the Internet.

13. Information on principles and manners of recording, protection and making accessible the content of the contract to the customer by the Store:

a) Recording, protection and making accessible the content of the contract is followed by sending appropriate e-mail message after the contract execution;

b) Recording, protection and making accessible the content of the contract of sale is followed by sending to the customer the content of the contract on a given mail address or providing the customer with order specification and proof of purchase;

c) The content of the contract formed is also recorded and protected in the Store's ICT system and made available at every customer's request.

§ 4. Terms of sale

1. Information presented at the Store's websites including information on products, in particular products description, technical specification and operational parameters as well as prices, constitute invitation to form a contract in the meaning of Article 71 of the Civil Code.

2. The Store presents to the customer the following information before order confirmation:

a) Detailed description of a particular product and its features;

b) Total price of ordered products along with taxes as well as payment for shipment, delivery or postal services and total price for order products with chosen manner of delivery;

c) Information on the day and manner of payment;

d) Information on the day and manner of fulfilling the obligation by the Store;

3. The customer is not obliged to register at the Store website to purchase products;

4. The order form available at the Store website by clicking "order and pay" button placed near every product description or by clicking shopping basket button shall be filled in to place an order. The Customer is required to enter the following data:

- a) Name and surname / name of the company
- b) E-mail address
- c) Phone number
- d) PESEL [*Personal Identification Number*] or NIP [*Tax Identification Number*] No.
- e) Address for delivery

5. The customer places an order after getting familiar with information included in Terms and Conditions as well as information defined in paragraph 2 displayed in electronic manner at the last stage of filling in the electronic order form and followed by giving consent to form a contract of sale by clicking “order and pay”. The customer agrees to form a contract by clicking “order and pay” button after reading particular information regarding his/her order.

The customer is obliged to pay for ordered items within 7 days from the date of order confirmation receipt.

Ordered items are send within 7 working days. The information form (instruction on withdrawal from the contract) as well as withdrawal from the contract form are send along with the ordered products.

Received claims regarding ordered products shall be administered within 14 days.

The customer has the right to return ordered items without giving any reason within 14 days from the date of order receipt. In the case of withdrawal from the contract of sale the customer is obliged to send back ordered items at the following address:

Powsińska 73/13

02-903 Warszawa

Polska

The right to withdraw from the distance contract does not apply in the case of:

contract which object of performance constitutes non-prefabricated product, manufactured in accordance with costumer instruction or aiming at fulfilling customer’s individual needs.

Act on Consumer Rights of 30 May 2014 (Journal of Laws of 2014, item 827 as amended)