Terms and Conditions of the Cyberteam® online shop

1. GENERAL TERMS AND CONDITIONS

- 1.1 The online shop available at "www. Cyberteam[®].pl" is operated by Cyberteam[®] Sp. z o.o., based in Zamość, at 8 Strefowa Street, registered in the Register of Entrepreneurs kept by the District Court for the City of Lublin XI Economic Department of the National Court Register under the KRS number 0000285290; Share Capital: PLN 200,000; REGON number 060265810; NIP number 922-29-08-443; e-mail address "cyberteam@cyberteam.pl".
- 1.2 The administrator of the personal data processed in connection with the implementation of the terms and conditions of these Regulations is Cyberteam Sp. z o.o., z/s 8 Strefowa St., 22-400 Zamość; KRS 0000285290; REGON 060265810; NIP 922-29-08-443; e-mail address cyberteam@cyberteam.pl, tel. 84-616-76-00 (fee according to the operator's tariff)
- 1.3 These Terms and Conditions:
 - are Terms and Conditions as referred to in Article 8 of the Act on Provision of Electronic Services
 - applies to both Entrepreneurs and Consumers using the Online Shop www.cyberteam.pl (except for point 9, which applies only to Entrepreneurs).
- 1.4 Personal data obtained when using the services of the Internet Shop (including the Website and Newsletter subscription):
 - is provided voluntarily by Customers using the Shop
 - is processed only for the purposes, to the extent and in the manner specified in the "Privacy Policy" located on the website of the On-line Shop;
 - is made available for inspection by any person to whom the data refers, with the possibility of updating, correcting them and exercising the right to stop further processing
- 1.5 In order to use the online shop, the Customer should himself/herself obtain access to a computer workstation or a terminal device with Internet access. The use of the online shop is possible on condition that the ICT system used by the Customer meets the following minimum technical requirements: having a web browser installed, e.g. Internet Explorer 7.0, Mozilla FireFox 9.0, Opera 8.0, Chrome 10.0 (or higher versions).
- 2. DEFINITIONS
 - 2.1 WORKING DAY any day from Monday to Friday, excluding public holidays
 - 2.2 REGISTRATION FORM a form available through the website of the Online Shop, enabling the creation of an Account in the shop;
 - 2.3 ORDER FORM an interactive form (Electronic Service), available on the website of the Online Shop, which allows the Order to be placed by:

- adding products from the offer of the Internet Shop to an electronic cart;
- determine the terms and conditions of the Sales Contract to be concluded, i.e. the method of payment and delivery.

2.4 CUSTOMER

- a legal person, an organisational unit not being a legal person but to which the law grants legal capacity, a physical person not being a Consumer as defined in Article 221 of the Act of April 23, 1964 of the Civil Code (Journal of Laws No. 16, item 93 as amended)
- or a Consumer; entering into a relationship with the Online Shop or the Website of Cyberteam[®] Sp. z o.o. for the purposes specified in these Terms and Conditions, i.e. for the purpose of concluding a Sales Agreement, a Service Agreement or Newsletter subscription
- 2.5 CONSUMER a physical person making purchases in the Online Store not directly related to his/her economic or professional activity, i.e. a consumer within the meaning of Article 221 of the Act of 23 April 1964 of the Civil Code (Journal of Laws No 16, item 93 as amended);
- 2.6 ACCOUNT (Electronic Service) a set of resources in the Administrator's data communication system, marked with an individual name (login) and a password assigned by the Store Customer, in which the Store Customer's data is stored, including information on Orders placed and Services provided;
- 2.7 NEWSLETTER (Electronic Service) performed via e-mail consisting of periodical provision of information to the Service Recipients on news and promotions in the Online Store, in the form of sending subsequent editions of the Newsletter.
- 2.8 PRODUCT/ GOODS an item which is a movable thing offered for sale in the Online Shop.
- 2.9 CARRIER the entity offering service of transportation of the Goods/Products under the Contract concluded for this purpose
- 2.10 REGULATIONS this document, regulating the principles of the operation of the Online Shop
- 2.11 ONLINE SHOP a shop available at the address and operated by the entity specified in point. 1.1
- 2.12 SELLER the entity specified in point. 1.1
- 2.13 SALE CONTRACT the act of transferring the ownership of Product/goods by the Seller to the Buyer/(Customer) and handing them over to him/her in the agreed manner, after the Customer has paid to the Seller - as determined by the Seller - the amount including the price of the Product/goods and possible costs of delivery
- 2.14 ELECTRONIC SERVICE a service provided electronically consisting of:
 - creating an Account in the Cyberteam[®] Online Shop

- ordering via an Order Form
- receiving/sending the Newsletter
- 2.15 SERVICE activities performed by the Service in accordance with the Terms and Conditions of the Service.
- 2.16 USER an entity as defined in point 2.4. 2.4, using an Electronic Service or a Service.
- 2.17 SERVICE PROVIDER the entity defined in clause. 1.1
- 2.18 ORDER voluntary declaration of will made by the Customer using the Order Form, constituting an offer to conclude a binding agreement for Sale, Lease or Service.
- 3. THE CONCLUSION AND DOCUMENTATION OF THE SALES CONTRACT
 - 3.1 Since the processing of the personal data of a person under 16 years of age is only legal if consent is given or approved by the person with parental authority or custody of the child and only to the extent of the consent given purchases through the online shop www.cyberteam.pl (which requires the provision of personal data) may only be made by a person 16 years of age or older.
 - 3.2 On the website of the Online Shop www.cyberteam.pl, all prices of Products/Goods and Services (including transport costs) are expressed in Polish zloty (PLN). The "gross" price includes all taxes.
 - 3.3 Any information about the Products/Goods or Services contained on the website of the Online Shop:
 - 3.3.1 do not constitute an offer within the meaning of art. 66 par. 1 of the Civil Code
 - 3.3.2 constitute only an invitation to make an offer/enter into a purchase agreement within the meaning of Article 71 of the Civil Code The purchase offer may be submitted by the Customer / User by means of: 1. sending an order by e-mail, 2. by telephone 3. an interactive Order Form available on the website of the Online Shop.
 4. declaration of intent expressed by personally submitting a purchase offer at the registered office of Cyberteam[®].
 - 3.4 All Contracts shall only be deemed to have been concluded once the submitted offer/order has been approved by the staff of the Online Shop.
 - 3.5 By placing an Order on the shop's website, the Customer declares that he/she has familiarised himself/herself with these "Terms and Conditions of the online shop" and the "Privacy Policy of the online shop www.cyberteam.pl". He/she also gives, or refuses to give, the consents set out in the Privacy Policy and its appendices.
 - 3.6 The online shop provides the possibility of placing orders 24 hours a day, every day of the year. With the exception of situations caused by technical failures or other unforeseen events that

may make this possible.

- 3.7 Orders placed are processed on an ongoing basis, subject to the following: Orders placed after 5.00 p.m., on Sundays and public holidays and statutory holidays are processed on the first working day following the holiday on which the Order was placed.
- 3.8 The conclusion of a Sales Contract by the Customer on the website of the Online Shop begins with the addition of the Goods/Products of interest to the Customer to the electronic Basket, followed by a transition to the Basket and respectively:
 - 3.8.1 logging in to a previously created Account where the Order continues to be placed
 - 3.8.2 filling in the Order Form in the case of purchases made without creating an Account, as a so-called "guest".
- 3.9 Acceptance of each Order is confirmed by the Seller:
 - 3.9.1 By means of an automatically generated e-mail confirming only the receipt of the Order
 - 3.9.2 in a possible phone call, where additional arrangements and possible modifications to the Order by the Customer may be made,
 - 3.9.3 then by e-mail by sending to the Customer at the e-mail address provided when the Order was placed/registered for the Account information that the Order has been accepted for fulfilment, for the price specified, the shipping costs and under the conditions specified in the confirmation. Once the above confirmation has been sent, it is not possible for the Customer to modify the Order placed.
- 3.10 Confirmation of the conclusion of the Sales Agreement and its terms and conditions shall be:
 - 3.10.1 these Terms and Conditions available on the website of the Online Shop
 - 3.10.2 an e-mail message (as defined in point 3.9.3) sent to the Customer
- 3.11 The online shop reserves the right to refuse to process an Order in the event of:
 - 3.11.1 the Order Form filled in erroneously or only partially by the Customer,
 - 3.11.2 if the payment of the amount specified in the order confirmation is not made within the indicated time period
 - 3.11.3 the Customer's failure to meet/comply with the requirements of these Terms and Conditions
- 3.12 A sales document in the form specified by the customer (fiscal receipt or Vat invoice) is issued for purchases made.

By default:

• fiscal receipt - in paper version - is enclosed with the shipment,

- VAT Invoice electronic version is sent to the Customer's e-mail address provided when filling in the Order Form or registering the Account. If the Customer does not agree to the electronic dispatch of the invoice, the paper version is sent by registered mail at an additional cost of 5 PLN (resulting from the mailing and logistical costs).
- 3.13 The Seller reserves the right to change prices of Products/Goods and Services presented on the website of the Online Store on an ongoing basis (e.g. due to a change of price by the Manufacturer, change of the exchange rate, etc.). The Customer is immediately informed of such a situation (in the conversation referred to in point 3.9.2) and if the Customer does not accept the new/changed price, the product is not sent or the Customer has the option to resign from the entire submitted Order.
- 3.14 The price changes described in par. 3.13 shall not apply to Orders that have been "finally/mail confirmed" by the Seller as well as to Orders already in process.
- 3.15 In the case of Customers who have signed a "Partnership Agreement" with the Seller, the terms and conditions of the signed Agreement shall take precedence in their application over the regulations of these Terms and Conditions, the provisions of which shall apply only in cases not regulated in the Agreement.
- 4. PAYMENT METHODS AND TERMS FOR PURCHASED PRODUCTS/GOODS
 - 4.1 The seller provides the following payment methods to customers:
 - payment by bank transfer to the Seller's bank account, the number of which is sent in the confirmation of acceptance of the Order
 - $\circ \quad$ to be performed prior to the execution of the Order
 - to be performed within the period of time specified in the confirmation of the Purchase Order or the concluded Partnership Agreement (concerning the socalled " delayed payment period")
 - cash-on-delivery, if this method of payment is available to the customer
 - payment in cash or with a payment card at the Seller's cash desk, e.g. in the case of personal purchase or collection of a Product/Goods
 - 4.2 Electronic payments (payment cards) are made through the Payment Card Clearance Centre "POLCARD".
 - 4.3 Applicable payment deadlines:
 - 4.3.1 Transfer (prepayment), to be made before execution of the Order within 3 calendar days from the date of confirmation of the Order
 - 4.3.2 Transfer to be executed within the timeframe specified in the confirmation of the Purchase Order or the "Partnership Agreement" within the timeframe specified in the above documents
 - 4.3.3 payment on delivery to the Carrier, upon collection of the consignment
 - 4.3.4 payment in cash or by credit card at the Seller's premises at the time of personal purchase/collection of the Product/Goods.

4.4 Failure to make payment within the time limits specified in points. 4.3.1 and 4.3.4 will result in cancellation of the Order placed. Any new Order shall be concluded on the terms and conditions from the date of its reconfirmation.

5. ELECTRONIC SERVICES IN THE ONLINE SHOP

5.1 The Seller's online shop provides the following Electronic Services:

5.1.1 ORDER FORM

- The use of the aforementioned form is possible via an electronic Shopping Cart to which the Customer adds Products/goods available in the Online Shop.
- Once the Products/Goods have been added to the Basket and the contents of the Basket have been viewed, there is a virtual "Place Order" button, after pressing which the Customer is redirected to the next tab where he/she is given the options: o to log into his/her ACCOUNT or register his/her ACCOUNT or "To complete the order as a Guest" unregistered Customer.
- In a further step, it is required to enter your login data or to fill in the form fields displayed concerning contact details, details for the sales document, form of payment, type and cost of delivery.
- Until the virtual "Place order" button is pressed, it is possible for the customer to cancel the order. Once the order has been placed, it can only be modified by phone call or email.
- The Order Form Service is free of charge and is a one-time service. It ends each time an Order is placed or an order is discontinued.

5.1.2 ACCOUNT

- possession and use of which is possible after completing the "Registration Form", accepting the "Terms and Conditions of the Online Shop", the "Privacy Policy" and then clicking on the virtual "Register" button. The Account created in this way is not active and in order to activate it, it is necessary to use the activation link sent to the Customer's address provided when creating the Account. The provision of an Account service requires the provision of personal data and data for the issue of a sales document. It enables the customer to have a so-called purchase and service history.
- The above service is provided free of charge for an indefinite period of time. The Customer has the right to delete the Account and to access the data contained therein concerning him/her at any time under the terms of the "Privacy Policy of the Online Shop".

5.1.3 NEWSLETTER

- The use of the service follows the voluntary consent of the Customer when creating an Account or from the homepage of the Online Shop by providing the e-mail address to which the service is to be provided.
- The seller reserves the right to provide the service on the basis of the so-called "legitimate interest of the seller". in accordance with the regulations on personal data protection.

- The Service is provided free of charge for an indefinite period of time, whereby the Customer has the right to cancel the Service at any time and without giving reasons in accordance with the "Privacy Policy of the Online Shop";
- In order to use the service it is necessary to:
 - a computer, laptop or tablet with an operating system and Internet access
 - having an e-mail account

6. DELIVERY METHODS, TIMES AND COSTS

- 6.1 The delivery time specified for Products/Goods displayed on the website of the Online Shop is an estimated time within which the Customer should receive the purchased Product/Good calculated from the date of confirming the order. The delivery time is approximate and may change for reasons beyond the Seller's control, e.g. on the part of the Suppliers/Manufacturers or the Carrier.
- 6.2 The Seller reserves the right to partial fulfilment of an Order placed by the Customer, e.g. in the case of non-availability of the ordered Goods, after prior notification.
- 6.3 Dispatch of the Goods/Product takes place:
 - 6.3.1 when the Seller's account is credited with the amount specified/established in the confirmation of the Order
 - 6.3.2 immediately after confirmation of the Order, when the Cash on Delivery form of payment has been made available to the Client;
 - 6.3.3 immediately after confirmation of the Order, when a deferred payment form has been made available to the Client
- 6.4 The Seller shall make available to the Customer the following methods of delivery/collection of the Goods/Product:
 - 6.4.1 courier service
 - 6.4.2 cash on delivery courier service
 - 6.4.3 personal collection at the Seller's premises (working days from 09.00 to 17.00)
- 6.5 There is a charge for delivery of the Products/Goods to the Customer. Each Order shall be subject to a delivery charge which shall depend on the method of payment chosen by the Customer and the value of the Order. Detailed information on shipping costs is communicated to the Customer in the conversation referred to in point. 3.9.2 and are sent in the confirmation of Order acceptance referred to in clause 3.9.3. 3.9.3. Personal collection at the Seller's premises is free of charge.
- 6.6 When the goods are handed over to the carrier, the customer who has made the purchase is informed of this fact by e-mail, obtaining information on the details of the consignment, the estimated time of delivery.
- 6.7 At the moment of receipt of the goods, the Customer must inspect the package in detail and document in the presence of the Carrier any possible damage to the product in order to

determine any possible liability of the Carrier.

- 6.8 The customer has the right not to accept the delivery when the package:
 - 6.8.1 is damaged;
 - 6.8.2 does not contain Products/Goods specified in a confirmed Order
 - 6.8.3 contains Products/Goods other than those specified in the confirmed Order
 - 6.8.4 the Goods/Products in the package are damaged, which should be immediately notified to the Seller by e-mail or by phone call to 84-616-75-00
- 6.9 An order is considered to have been correctly completed if the parcel containing the Product(s)/Good(s) confirmed by the Seller is not collected from the Courier by the Customer regardless of the reason for collection. The Product(s)/Good(s) purchased will be reshipped, should it be necessary, upon payment of the costs arising from the collection, storage and delivery of the package.
- 7. COMPLAINTS
 - 7.1 Products/Goods purchased by the Customer are covered by the Manufacturer's Guarantee, the period and conditions of which are specified in the Guarantee Cards.
 - 7.2 In order to exercise your rights under the Guarantee, it is essential that the guarantee seals (if the Product/Good has them) are not damaged or broken.
 - 7.3 In particular, the warranty does not cover
 - 7.3.1 mechanical damage resulting from improper use, e.g. caused by flooding
 - 7.3.2 devices modified or altered by the Customer/User
 - 7.3.3 Damage caused by lightning, overvoltage or flooding of devices with preloaded software from sources other than those recommended by the manufacturer are not covered by the warranty.
 - 7.4 The Seller shall not be held liable for any consequences resulting from incorrect work or failure to work by the sold Product(s).
 - 7.5 All shipments are insured under the Contract with the Carrier and any claims for mechanical damage occurring during transport will only be considered on the basis of a written report of the damage made at the time of receipt of the shipment in the presence of a Carrier and signed by the Carrier representative delivering the shipment.
 - 7.6 The procedure described in para. 7.5 also applies in the event of a discrepancy between the contents of the package and the sales document issued by the Seller.
 - 7.7 If the purchased Product/Goods has a technical defect or does not function properly, the Customer must send it back immediately at his/her own expense (enclosing a copy of the proof of purchase and the warranty card, if one was issued at the time of purchase) after completing the "Application Form" in accordance with the "Terms and Conditions of Service".

- 7.8 Details of the procedure for repairs to the equipment including warranty repairs are described in the "Terms of Service", available on the website of the Seller's Online Shop.
- 7.9 The Seller shall be bound by the 30-day time limit for responding to complaints submitted by the Consumer, It shall not apply to warranty complaints. A warranty complaint must be answered within fourteen days, provided that it meets the requirements indicated in Article 561[5] of the Civil Code. Lack of the Seller's response within the aforementioned time limits shall mean that the Complaint has been acknowledged as legitimate.
- 7.10 The seller's liability towards the customer is completely excluded and this is the case even if the non-conformity of the consumer goods with the contract has been proven if the buyer knew or, judging reasonably, should have known of this non-conformity.
- 7.11 If a complaint made by the Seller is not acknowledged, the Customer who is a Consumer has the right to use the out-of-court form of dispute resolution, details of which are available on the website of the Office of Competition and Consumer Protection -<u>https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php</u>.
- 8. WITHDRAWAL FROM A CONSUMER SALES CONTRACT
 - 8.1 A consumer who has concluded a remote contract may, within 14 days, withdraw from the contract without stating a reason and without incurring costs, except for the costs set out in points. 8.8 and 8.9
 - 8.2 In order to comply with the above deadline, it is sufficient to send/submit the declaration sample Declaration template in Appendix 1 before the above deadline alternatively:
 - in writing by sending to the address of Cyberteam[®], Sp. z o.o. 8 Strefowa St., 22-400 Zamość (date of postmark is decisive)
 - in writing by personal submission of the statement to the Commercial Department of the Company's headquarters (the date of submission is decisive)
 - electronically, by e-mail to the address cyberteam@cyberteam.pl (the date of sending the Statement is decisive).
 - 8.3 The period for withdrawal shall begin:
 - 8.3.1 for a contract in the execution of which the trader gives the Goods/Product while being obliged to transfer the ownership thereof (min. Sales Contract) - from the moment the Consumer or a third party indicated by the Consumer other than the carrier takes possession of the Goods/Product, and in the case of a contract that:
 - a) involves multiple items which are delivered separately, in batches or in parts, from taking possession of the last item, batch or part
 - b) consists of the regular delivery of goods over a defined period of time from taking possession of the first item;
 - 8.3.2 for other contracts from the date of conclusion of the contract.

- 8.4 The Seller is obliged to immediately, no later than within 14 days from the date of receipt of the Consumer's declaration of withdrawal from the contract, return to the Consumer all payments made by him/her, including the costs of delivery of the Product/Goods (with the exception of additional costs associated with the choice by the Consumer of a delivery method other than the ordinary, cheapest delivery method available at the Online Shop).
- 8.5 The Seller shall refund the payment using the same method of payment used by the Consumer, unless the Consumer has expressly agreed to a different method of refund that does not incur any costs for the Consumer.
- 8.6 If the Seller has not offered to collect the Product/Goods from the Consumer itself, the Seller may withhold reimbursement of the payment received from the Consumer until it has received the item back or the Consumer has provided proof of return, whichever event occurs first.
- 8.7 The Consumer is obliged to return the Product/Good to the Seller or hand it over to a person expressly authorised to receive it by the Seller immediately, but no later than 14 days from the date on which he/she has withdrawn from the contract, unless the Seller has offered to collect the Product/Good himself/herself. To meet the deadline it is sufficient to send back the Product/Good before its expiry to the address given in section 1.1.
 - 8.7.1 The returned Product/Goods must be accompanied by the sales document received (Receipt or VAT invoice).
- 8.8 The consumer shall bear the following expenses:
 - the direct costs of returning the Product(s)/Good(s) following the withdrawal from the Contract unless the Seller has agreed to bear them
 - additional costs, if the Consumer chooses, at the time of delivery, other shipping costs than the cheapest available in the Online Shop
- 8.9 The consumer shall be responsible and bear the associated costs for any decrease in the value of the Product/Goods resulting from the use of the Product/Goods beyond what is necessary to ascertain their nature, characteristics and functioning.
 - 8.9.1 In the event that the returned Goods/Product are found to have damaged safety seals, the Consumer shall bear the costs associated with the full diagnostics of the Product to determine whether any physical alterations have been made to the Product and whether the Product functions properly, i.e. in accordance with its factory characteristics.
- 8.10 The consumer has no right of withdrawal from an off-premises or distance contract in respect of contracts:
 - 8.10.1 where the Seller has performed the service in full with the express consent of the Consumer who has been informed before the service is provided that after the Seller has performed the service, the Consumer will lose the right of withdrawal;

- 8.10.2 in which the price or compensation depends on fluctuations in the financial market over which the Seller has no control and which may occur before the end of the withdrawal period;
- 8.10.3 in which the object of service is a Product(s) not prefabricated, manufactured to the consumer's specifications or intended to meet the consumer's individual needs;
- 8.10.4 in which the object of the service is the Product(s) which, after delivery, by their nature are inseparably connected with other things;
- 8.10.5 in which the Consumer expressly requested that the Seller/Service Provider visit him/her for urgent repair or maintenance. If the Seller/Service Provider provides additional services other than those requested by the Consumer, or supplies Items/Devices other than the spare parts necessary for the repair or maintenance, the Consumer shall only have a right of withdrawal in respect of the additional services or the Items/Devices;
- 8.10.6 in which the subject matter of the service is a sound or visual recording or computer software supplied in sealed packaging if the packaging is opened after delivery;
- 8.10.7 concluded by means of a public auction;
- 8.10.8 the provision of accommodation other than for residential purpose, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract provides for a specific date or period of performance;
- 8.10.9 the supply of digital content which is not recorded on a tangible medium if the performance has begun with the consumer's express consent before the end of the period for withdrawal and after the Seller has informed the consumer of the loss of the right of withdrawal.

9. REGULATIONS FOR ENTREPRENEURS

- 9.1 In the case of Non-Consumer Customers:
 - 9.1.1 The Seller reserves the right to withdraw without giving reasons from the Sales Agreement within 7 working days from the date of concluding the Agreement. Such withdrawal does not give rise to any claims by the Customer against the Seller.
 - 9.1.2 The Seller shall have the right to demand payment by way of prepayment of the entire amount due or a part of the amount due, as determined by the Seller, resulting from the concluded Contract.
 - 9.1.3 The Seller according to art. 558 par. 1 of the Civil Code disclaims any liability under warranty.
 - 9.1.4 After confirmation of the Order and subsequent dispatch of the Product/Goods, the Seller does not provide for the so-called contractual right of withdrawal from the concluded Contract . The Consumer may only be entitled to rescind the legal effects of the declaration of will made in a situation where the declaration of will was made under the influence of an error or a threat, i.e. in a situation where there was one of the so-called defects of the declaration of will. The burden of proof in this case lies with the customer.
 - 9.1.5 As soon as the Goods/Product are handed over to the Carrier, the danger of accidental loss or damage to the Goods/Product and all benefits and burdens associated with the Product passes to the Carrier. The Seller shall not be liable for any loss or damage to a properly packed Product/Product from the moment it is released for carriage to the Carrier and for any delay in delivery of the shipment.

- 9.1.6 The Customer must inspect the package in detail upon receipt and document in the presence of the Carrier any possible damage to the package in order to determine any liability of the Carrier;
- 9.1.7 Seller's liability, if any, for damage caused by the Product/Goods sold:
- is excluded in the case of:
- improper handling of the Product/Goods, including their misuse;
- Failure to follow the instructions and take due care during installation, handling and use as indicated in the operating instructions/technical and commissioning documentation, the characteristics of the Product/Good, its properties and intended use (including, but not limited to, those resulting from the type of power supply and the energy emitted by the Product/Good);
- in other cases, it is limited both in the case of a single claim and the sum of all claims only to the amount of costs related to the concluded Sales Agreement - concerning the purchase of a given Product/Goods only. (including delivery costs), but not more than PLN 1,000.
- 9.1.8 The Seller/Service Provider shall not be liable in any way for the Customer's loss of benefits.
- 9.1.9 In cases not regulated by these Terms and Conditions, in transactions concluded with a Customer who is not a Consumer, the provisions of the Act of 23 April 1964 shall be applied. Civil Code, and if it is not possible to resolve a dispute amicably, all disputes will be settled before the court having jurisdiction over the Seller's registered office.

10. FINAL STATEMENTS

- 10.1 The Customer/Service Recipient of the Online Shop is obliged to:
 - 10.1.1 use the Shop in accordance with applicable law, generally accepted rules of social coexistence, the so-called "good practices", including, among others, respect for intellectual property, personal rights and copyrights
 - 10.1.2 that any data entered are factually correct.
- 10.2 The Seller reserves the right to terminate the Customer's right to use the services of the Online Shop (by deleting the created Account), or to restrict the Customer's access to a part of the Shop's resources with immediate effect, especially in the case of:
 - 10.2.1 if data provided during registration is untrue, misleading or violates the rights of third parties,
 - 10.2.2 other behaviour that is considered by the Seller as inconsistent with applicable law or generally accepted rules of social coexistence (including the use of the Internet). Reregistration of an Account by a person denied the right to use the services of the Online Shop may take place only with the consent of the Seller.
- 10.3 The content of the website of the Online Shop, in particular texts, graphics, photos, films and software, is the property of Cyberteam[®] Sp. z o.o., located at 8 Strefowa Street, 22-400 Zamość. The aforementioned content is protected by law, including copyrights, and its use can

only take place with the explicit permission of Cyberteam® Sp. z o.o.

- 10.4 Contracts concluded in the Online Shop, are concluded in the Polish language and this language serves for their exclusive interpretation;
- 10.5 Contracts concluded by the Online Shop are subject to the laws in force in the Republic of Poland at the time of their conclusion.
- 10.6 The Seller/Service Provider reserves the right to amend these Terms and Conditions on an ongoing basis for important reasons on its side, in particular to the extent resulting from changes in generally applicable laws.
- 10.7 Amendments to the Terms and Conditions shall in no way affect the acquired rights of Customers with the exception of contracts of a perpetual/continuous nature and in particular those relating to concluded, executed or performed Sales Contracts.
- 10.8 In the case of conclusion of agreements of indefinite/continuous nature (Account and Newsletter), the amended Terms and Conditions shall be binding upon the Customer, if the requirements set forth in art. 384 and art. 384 (1) of the Civil Code (Journal of Laws of 1964, no. 16, item 93 as amended) are met, i.e. if the Customer could easily learn about the content of the Terms and Conditions including the amended Terms and Conditions and has not terminated the agreement within 14 calendar days from this date. (when he/she could have easily learnt about the changes)
 - 10.8.1 The Customer, who is a Consumer, has the right to withdraw from the Agreement if the changes introduced in the Terms and Conditions result in the imposition of new charges or an increase in current costs.
- 10.9 The Seller reserves the right to:
 - 10.9.1 ongoing changes to prices and quantities available in the Online Shop
 - 10.9.2 ongoing changes to the range of products available in the Online Shop, including the introduction of new versions of Products/Goods, while maintaining at least their unimpaired functionality
- 10.10 Matters not covered by these Terms and Conditions shall be governed by the laws commonly applicable in Poland.