

WEB Store Regulations

TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC SERVICES BY Endutrition.com

Definitions

1. Regulations are these Regulations for the provision of Services by electronic means in the area of the Internet domain Endutrition.com which defines the terms and conditions for the provision of Services by the Seller through the website www.endutrition.com to Customers.
2. Customer is an entity that enters into an Agreement with the Seller for the provision of Services, provided that it has full legal capacity, or limited legal capacity in cases regulated by generally applicable law, or is a legal person or an organizational unit.
3. A Consumer is a Customer who is a natural person and concludes an Agreement not directly related to his/her business or professional activity.
4. The Seller is Jacek Marciniak running a sole proprietorship under the name SPACS - Sport Physiology Analysers Consultancy & Sales with its registered office at ul. Wesola 31/3 in Wrocław 50-521 , registered in the Central Register and Information on Business Activity under the NIP number 8991791649 and REGON number 932218594, being a service provider, administrator and owner of the Shop.
5. The Store is an online store operated by the Seller in Polish, Czech and English through a website available on the Internet at url www.endutrition.com The Store provides Services, including Sales, to Customers.
6. A Service is a service provided by the Seller to the Customer, on the basis of an Agreement concluded between the parties through the Store, as part of an organized system of contract conclusion at a distance, without the simultaneous physical presence of the parties.
7. A shopping cart is a functionality of the Store that allows the Customer to complete orders of Products. Adding a Product to the list of Products included in the order is done by using the "To cart" button, located next to the Product in the area of the Store's website.
8. A sale is a Service provided by the Seller to the Customer for the sale of Products without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the Customer, sent and received by means of devices for electronic processing, including digital compression, and storage of data, which is entirely transmitted, received or transmitted via a telecommunications network.
9. A contract is a contract for the provision of Services by the Seller to the Customer.
10. Seller's Contact Data is the Seller's data by which the Customer may contact the Seller, i.e. Jacek Marciniak "SPACS - Sport Physiology Analysers Consultancy & Sales" ul. Wesola 31/3, 50-521 Wrocław, tel: 600 271 424 e-mail: endutrition@gmail.com and legalsport@o2.pl
11. Customer Contact Data is the Customer's data using which the Seller may contact the Customer, including address, e-mail address and telephone number.
12. Customer Account is the panel that manages the Customer's orders, available in the Store area, subject to Registration and login or login using the user's social media account Facebook or Google+, Instagram
13. Registration is the creation of a Customer Account by a Customer, using the Store's registration form located on its website.
14. Product is a thing presented in the Store area by the Seller for Sale.
15. Delivery is the delivery of Products to the Customer at the destination indicated by the Customer, through a Carrier.

16. A carrier is an entity, being a carrier, that performs the activities of Delivering Products in cooperation with the Seller.

17. Third-Party Payment System - is the online payment system used by the Seller.

18. Business Days are days from Monday to Friday, excluding public holidays.

19. A discount code is a code consisting of a sequence of letters and numbers that allows you to purchase a product or service at a more favorable (promotional) price.

20. A service is a service performed for remuneration to the extent that it is not covered by the provisions on free movement of goods, capital and persons.

§1 General contractual terms and conditions

The Seller, pursuant to Article 8 (1) (1) of the Act of July 18, 2002 on the provision of electronic services and the Act of May 30, 2014 on consumer rights, establishes the Regulations, which it makes available at the url of the Store, as follows: www.endutrition.com
The Seller shall provide the Services in accordance with the Regulations and the provisions of generally applicable law.

The Seller makes these Regulations available on the Store's website.

Customers may at any time: access the Regulations, fix them, obtain and reproduce them by printing or saving them on a data carrier.

The information provided on the Store's website does not constitute an offer by the Seller within the meaning of the Civil Code, but only an invitation to Customers to submit offers to conclude a Contract.

All Services are provided through the Store's website 24 hours a day and 7 days a week.

§2 Terms of Use and Registration

1. In order to use the Store, it is necessary for the Customer to have a data communication device with access to the Internet, a correctly configured web browser in the current or previous version: Microsoft Edge, Mozilla Firefox, Google Chrome, Safari or Opera, as well as an active and correctly configured e-mail account.

2. Use of the Store is made by familiarizing with its contents.

3. Customer orders are managed through a Customer Account. The use of the Customer Account is possible:

after its creation through Registration, using the correct login and password,

after logging in via Facebook, operating in the domain <https://facebook.com>

after logging in via the Google+ online platform, operating in the domain <https://google.plus.com>,

after logging in from the Instagram account <https://www.instagram.com/>

using the relevant functionality of the Website.

The creation of a Customer Account is carried out through voluntary Registration, consisting of completing and sending to the Seller a registration form, which is made available in the Shop website area.

Completion of the registration form consists in filling in all mandatory and possibly optional fields of the form, using true, complete and Customer-related data, in particular Customer Contact Data.

Before sending the registration form, by checking its appropriate box, the Client should declare that he/she has read the Terms and Conditions and accepts its provisions.

Before sending the registration form, by checking the appropriate box of the registration form, the Client may voluntarily declare that he/she agrees to processing of his/her personal data provided in the registration form for marketing purposes by the Seller.

The above statement includes confirmation by the Client that he has been informed about the content of this provision: the indicated marketing purposes may include, in particular, sending commercial information by the Seller using the Client's Contact Data.

The consent referred to in the above point may be withdrawn at any time, and the Customer has the right to access and correct his personal data.

Submitting a registration form involves sending it to the Seller through the Store, using the appropriate functionality, located in the registration form area.

§3 Provision of free Services

1. The Seller provides the following free Services to the Customers:

- a) provision of contact form,
- b) making the order form available,
- c) making the search engine available,
- d) entering an opinion about the Product,
- e) publishing a comment on a blog post,
- f) Newsletter,
- g) maintaining a Customer Account.
- h) Consultation on selection, choice, assistance in making a purchase decision

2. The Contract for the provision of the Service of providing access to the contact form is concluded for a definite period of time at the moment the contact form is started and is terminated at the moment the Customer uses it or refrains from doing so.

The subject of this Agreement is the provision of a contact form located on the Store's website for the purpose of sending a message to the Seller.

3. The Agreement for the provision of the Service of providing access to the order form is concluded for a definite period of time at the moment of starting the use of the order form and is terminated at the moment of placing an order or abandoning its placement by the Customer.

The subject of this Agreement is the provision of an order form located on the Store's website for the purpose of sending an order to the Seller.

4. The Agreement for the provision of the Search Engine Service is concluded for a fixed period of time at the time the search engine is used and is terminated when the Customer uses it or refrains from doing so.

The scope of this Agreement includes the provision of a search engine located on the Store's website to search for Products or blog posts using keywords. In addition, the Customer has the ability to search for Products assigned to a designated category by clicking on its name and to

search within the blog for entries by the designated author. The results of the search for Products belonging to a given category. The Agreement for the provision of the Product Opinion Input Service is concluded for a definite period of time at the time of commencement of the use of the

Product Opinion Input form and is terminated at the time of its use or abandonment by the Client. The subject of this Agreement is the provision of the form for entering Product reviews, for the purpose of entering reviews.

5. The Newsletter Service Agreement is concluded for an indefinite period of time at the moment when the Customer receives confirmation of the conclusion of the Newsletter Service Agreement by the Seller to his/her e-mail address.

Ordering of the Service shall be made by the Customer using the appropriate Newsletter activation field in the registration form or other form made available by the Seller on the Shop website. The subject of this Agreement is the Seller's provision of services to the Customer,

consisting of sending messages containing information about Products or Services provided by the Seller to the e-mail address. This Agreement is terminated when the Customer unsubscribes using the deactivation link in the e-mail received.

6. The Customer Account Service Agreement is concluded for an indefinite period of time at the time of Customer Account Registration. The subject of this Agreement is the provision of a panel to manage the Customer's orders.

7. The contract for the provision of the free Service may be terminated by the Customer or the Seller without giving any reason and at any time, using the functionalities included in the Terms and Conditions or by e-mail sent to the e-mail address included in the Seller's Contact Details or the Customer's Contact Details.

§4 Orders

1. Orders for Products can be placed via the Store's website 7 days a week and 24 hours a day, using the Basket function. After completing the order list of Products, in the Shopping Cart area, the Customer proceeds to order processing.

2. Orders for services should be placed by e-mail at: legalsport@o2.pl or endutrition@gmail.com or by phone at: + 48 600 271 424.

3. In case the Customer is a logged-in Customer Account holder, he/she proceeds to the next stage of order placement as a logged-in Customer.

4. In case the Customer is not a logged-in Customer Account holder, he/she chooses how to place an order by:

a) Using the link "Click here to log in", using the Customer Account you have. The customer then proceeds to the next step of placing an order.

b) Using the button "Sign in with Facebook" or "Sign in with Google+", and through the account on Instagram using the user's account on the mentioned social networks. The customer then proceeds to the next stage of order placement.

c) Proceeding to fill out the order form. Then the Customer proceeds to the next stage of order placement bypassing the use of the Customer Account. When filling out the order form, the Customer has the option to register a Customer Account by checking the "Create an account?" box.

5. Upon proceeding to place an order, the customer provides:

a) billing information for the purpose of invoicing,

b) delivery information, including the address of Delivery,

c) the method of Delivery of the Products, by selecting the appropriate Delivery option,

d) payment method, by selecting the appropriate payment option.

6. Placement of an order is preceded by receipt by the Customer, through the display in the Cart area, of information on the total price for the order, including taxes and related costs, in particular Delivery and payment costs.

7. Placing an order may be done by using the "I buy and pay" field in the Shopping Cart and is equivalent to the Customer's offer to the Seller to conclude a Sales Agreement for the Products included in the order.

8. Before submitting the order form, by checking its appropriate box, the Customer should declare that he/she has read the Terms and Conditions and accepts its provisions.

9. The placed order may be changed by the Client until the moment of receiving information about shipment by the Seller.

10. Changes to the order may include its cancellation, partial cancellation, extension with additional Products, change of delivery address.

11. The Seller will immediately inform the Customer of the impossibility of processing the order, in case of circumstances causing it. Provision of this information is made by phone or electronically, using the Customer's Contact Information.

The information may include the following ways to modify the order:

a) cancellation in the part not possible to be delivered, which results in a recalculation of the order value,

b) dividing the Products subject to Delivery into the part whose Delivery is possible and the part whose Delivery will take place at a later date, which does not result in recalculation of the order value,

c) cancellation of the order in its entirety, resulting in cancellation of the order value.

12. Order acceptance is confirmed by the Seller sending an e-mail message to the e-mail address indicated in the Customer's Contact Data. Confirmation of order acceptance is tantamount to the Seller's acceptance of the offer to conclude a Sales Agreement made by the Customer.

§5 Sales

1. The Seller renders to the Customers the Sales Service of Products at a distance, through the Store.

2. The subject matter of the Sales Agreement includes the Seller's obligation to transfer ownership of the Products to the Customer and release them, as well as the Customer's obligation to collect the Products and pay the price of the Products to the Seller.

3. The Seller reserves the right to conduct promotional campaigns, consisting in reducing the price of the Product until a certain date or exhaustion of the stock of Products subject to promotion.

4. By concluding a Sales Contract, the Seller undertakes to deliver Products to the Customer without defects.

5. The Sales Contract is concluded upon confirmation of acceptance of the Customer's order by the Seller.

6. The release of the Products takes place immediately and usually within 3 Business Days. Release means handing over the Products to the carrier - (courier).

7. In the case of orders for Products in the number of more than 5 pieces, the release time may be extended. In this case, the Seller shall inform the Customer about the date of Release of the Products by sending an e-mail to the Customer's e-mail address.

8. The lead time for the release of the Products is subject to change in the event of a change in the order by the Customer.

9. The release of the Products takes place:

a) in case the Customer chooses the option of Delivery, via a Carrier, to the address provided by the Customer,

b) if the Customer chooses to pick up the Products in person, at a predetermined pick-up point after the Seller has confirmed the scheduled pick-up time.

10. the release of the Products shall take place not earlier than after the payment by the Customer.

11. the Seller confirms the release of the Products to the Carrier for Delivery, to the address provided by the Customer during the ordering process, by sending an e-mail to the Customer's e-mail address.

12. The danger of accidental loss of or damage to the item shall pass to the Consumer at the time of its delivery to the Consumer.

13. The delivered shipment shall be examined by the Customer in the presence of the Carrier. If the consignment is found to be damaged, the Customer has the right to request the preparation of a proper protocol.

§6 Payments

1. The value of the payment for the Sale is determined on the basis of the price list of the Products, located on the Seller's website at the time of ordering the Product. The prices given on the Store's website next to a given Product are gross prices given in Polish zlotys, Euros and Czech crowns and include the value of VAT, while sometimes the costs of Product delivery and selected form of payment are not already included in the price, and sometimes such costs are not included. Additional costs related to delivery and kuresm walkut need to be taken into account at the time of purchase using a discount code with a link to the manufacturer's website of the product. E.g. MOXY, Vo2Master, etc. In this case, the cost of the transaction and Delivery of the Product shall be borne by the Customer.

2. Otherwise, the transaction and Product Delivery costs shall be borne by the Seller.

3. The total order price, shown in the Shopping Cart area before placing the order and after selecting the Product Delivery and payment method, includes the price for the ordered Products, together with any tax due and any related costs, in particular the Delivery and transaction costs. The total order price is binding for the Seller and the Customer.

4. The Store allows the following methods of payment for the Sales Services provided:

- a) by cash on delivery in person,
- b) by transfer to the Store's bank account,
- c) by transfer using A.przelewy24.
- d) by credit card/debit card
- e) by Google Pay
- f) by Apple Pay

5. The due date for payment of the amount due is at the time of delivery of the Product.

6. The invoice or VAT invoice for the Sale Service shall be sent by e-mail to the Customer's e-mail address, depending on the Customer's will.

7. The Client agrees to receive invoices in electronic form.

8. Return of payment by the Seller shall be made immediately, no later than within 14 days from the date the cause arises, in the case of:

- a) withdrawal from the Agreement by the Consumer,
- b) cancellation by the Consumer of an order or part of an order paid for before execution,
- c) recognition by the Seller of the claim covered by the complaint in whole or in part, based on generally applicable regulations.

9. Reimbursement of payments shall be made using the same method of payment that was used by the Customer in the original transaction, or in another way that does not involve any costs for the Customer.

10. The Seller shall not be obliged to reimburse the additional costs incurred by the Customer for the Delivery of the Products, if the Customer has chosen a method of Delivery of the Products other than the method of Delivery offered by the Seller.

§7 Complaints and warranties

1. Complaints may be submitted by e-mail to the e-mail address indicated in the Seller's Contact Information.

2. Complaints can be submitted using the form, the specimen of which is attached to the Terms and Conditions, available for download here.
3. The complaint should contain a description of the problem and the Customer's identification data.
4. The Seller will recognize the complaint within 14 days from the date of submission. In the content of the submitted complaint, it is recommended to provide the 5. Customer's Contact Data, which will be used to respond to the complaint and conduct correspondence related to it.
6. If the complaint concerns a Product, in order for the Seller to consider the complaint, the Customer should deliver or send the advertised Product to the address of the Seller or Product Manufacturer. The shipping address of the advertised Product will be determined during the complaint process.
7. Complaints may be filed on account of warranty for defects in Products covered by the Sales Agreement and other Services.
8. If the Product has a defect, the Customer may demand replacement of the Product with a defect-free one or removal of the defect. The Seller is obliged to replace the defective Product with a defect-free one or remove the defect within a reasonable time without excessive inconvenience for the Customer.
9. The Seller may refuse to satisfy the Customer's request if bringing the defective
10. Product into conformity with the Contract in the manner chosen by the Customer is impossible or, compared to the other possible manner of bringing the Product into conformity with the Contract, would require excessive
11. The Consumer may, instead of the removal of the defect proposed by the Seller, demand the replacement of the Product with a defect-free one or, instead of the replacement of the Product, demand the removal of the defect, unless bringing the Product into conformity with the Agreement in the way chosen by the Consumer is impossible or would require excessive costs in comparison with the way proposed by the Seller. When assessing the excessive cost, the value of the Product free from defects, the type and significance of the identified defect shall be taken into account, as well as the inconvenience to which the Consumer would be exposed by another way of satisfaction.
12. The reduced price stipulated in points 10 and 11 above shall be in such proportion to the price under the Contract as the value of the Product with the defect remains to the value of the Product without the defect.
13. The Consumer has the possibility to use the following out-of-court ways of dealing with complaints and claims:
 - a) Submission of an application for settlement of a dispute arising from a concluded Sales Agreement to a permanent amicable consumer court operating at the Trade Inspection,
 - b) Submission of an application to initiate mediation proceedings for the amicable settlement of a dispute between the Consumer and the Seller to the Provincial Inspector of the Trade Inspection,
 - c) using the assistance of a district or municipal consumer ombudsman or a social organization whose statutory tasks include consumer protection,
 - d) filing a complaint through the EU ODR online platform, available at <http://ec.europa.eu/consumers/odr/>.
14. Products may be covered by a manufacturer's or distributor's warranty. In such a case, the Customer is entitled to claim the Product using the rights under the warranty by submitting a complaint to the guarantor. Submitting a complaint to the guarantor may be done through the Seller or directly to the guarantor.

15. The Customer may exercise warranty rights for physical defects of the item independently of the rights under the warranty.

§8 Withdrawal from the Agreement

1. The Consumer may, without giving any reason, withdraw from the Agreement, including the Sales Agreement, within 14 days, subject to the standards indicated in the content of the instruction on withdrawal from the Agreement, which is an attachment to the Terms and Conditions, posted in the Shop's website area and available for download here.

2. The right of withdrawal from the Contract does not apply to the Consumer, among others, in relation to the Sales Contract:

a) If the Seller has fully performed the service with the express consent of the Consumer, who was informed before the start of the service, that after the Seller's performance he will lose the right to withdraw from the Contract,

b) Product Delivered in a sealed package, which cannot be returned after opening the package for health or hygiene reasons, if the package was opened after Delivery.

3. The Consumer may withdraw from the Contract by submitting a statement of withdrawal from the Contract to the Seller. The statement should be made on a form, the model of which is attached to the Terms and Conditions, posted in the Shop's website area and available for download here.

4. If the statement of withdrawal from the Contract by the Consumer is received electronically, the Seller will immediately send the Client a confirmation of its receipt.

5. Immediately, but no later than within 14 days from the date on which the Consumer has withdrawn from the Contract, he is obliged to return the Product to the Seller or give it to a person authorized by the Seller. To meet the deadline it is sufficient to return the Product before its expiration. This provision does not apply if the Seller has offered to pick up the Product himself.

6. The Seller undertakes to pick up the Product at his own expense when, due to its nature, it is not possible to send the Product back in the usual way by mail, and at the same time the Product was delivered to the Consumer to the place where he resided at the time of concluding the Sales Agreement.

7. The Consumer shall be liable for any diminution in the value of the Product resulting from the use of the Product beyond what is necessary to ascertain the nature, characteristics and functioning of the Product.

8. In the event of withdrawal from the Agreement, it shall be considered not concluded. If the Consumer has made a statement of withdrawal from the Contract before the Seller has accepted his offer, the offer shall cease to be binding.

9. Information on the exercise of the right of withdrawal from the Contract is provided in the instructions on withdrawal from the Contract, which is an appendix to the Terms and Conditions, posted in the area of the Store's website and available for download here.

§9 Supplementary provisions

1. All trademarks, graphic elements and photos posted on the Store's website to present the Products are subject to the copyright of their owners.

2. The online domain of the Store, its logos, name and Regulations constitute copyright and are subject to legal protection.

3. The Customer acknowledges that it is prohibited for the Customer to provide illegal content.

4. The Seller undertakes to make reasonable efforts to enable the proper functioning of the Store and to provide assistance in solving technical problems related to its operation.

5. The Seller undertakes to take actions aimed at protecting the data contained in the Customer's Account against unauthorized access and use.
6. The Seller is not responsible for:
 - a) interruptions in the proper functioning of the Store and improper performance of Services caused by force majeure in relation to Customers who are not Consumers,
 - b) interruptions in the proper functioning of the Store and improper performance of Services for Customers who are not Consumers, caused by technical activities or reasons attributable to the entities through which the Store provides Services,
 - c) benefits lost by the Customer who is not a Consumer,
 - d) damage caused by the Customer's violation of the provisions of the Regulations.

§10 Final provisions

1. The Seller may collect information to store it locally on the Customer's device using the browser's memory mechanism using "cookies".
2. Personal data of Store Users are processed on the basis of the consent of the data subjects or when it is necessary for the implementation of the Agreement, when the data subject is a party to it or when it is necessary to take action before concluding the Agreement at the request of the data subject.
3. Personal data is collected in order to provide the Services by the Store. Persons whose data has been collected by the Store have the right to access their data, correct it and submit a written, justified request to stop processing it, as well as object to it.
4. The principles of personal data processing, privacy policy and cookie policy are regulated in the document "Privacy policy and cookie policy", available on the Store's website.
5. By concluding the Service Provision Agreement, the Customer voluntarily authorizes the Seller to send information related to the Agreements and their implementation, as well as commercial information to the Customer's Contact Details, in the event of a separate consent.
6. A Customer who is not a Consumer is obliged to inform the Seller about changes in the Customer's Contact Details, otherwise they will be effective for deliveries.
7. The Regulations may be changed due to changes in legal provisions regarding services provided by the Seller, as well as technical or organizational changes regarding services provided by the Seller.
8. The Regulations are amended by publishing their new content on the Store's website, with prior notification of this fact. Information about changes to the Regulations is placed on the Store's website no later than 10 days before the date of its entry into force and sent to the Customer's Contact Details if the parties are bound by a continuous Agreement.
9. The change to the Regulations does not apply to Sales Agreements concluded before the date of its change.
10. The provisions of the Regulations are not intended to exclude or limit the rights of the Customer who is a Consumer arising from the provisions of generally applicable Polish law.
11. In the event of inconsistency between the provisions of the Regulations and the provisions of generally applicable Polish law, these provisions shall apply.
12. In matters not regulated by the Regulations, the provisions of generally applicable Polish law shall apply.
13. The Regulations enter into force within 10 days from the date of their publication on the Store's website.