

Terms and Conditions of the online Shop La Vie • Care to Beauty

specifying, among others, the rules of concluding contracts via the Shop, and containing the most important information concerning the Seller, the Shop and Consumer rights.

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ARTICLE 1 DEFINITIONS

Account - a free-of-charge digital service within the meaning of the Consumer Rights Act, thanks to which the Buyer can use additional features in the Shop.

Buyer - any entity purchasing from the Shop or taking steps to make a purchase in the Shop.

Collection Point - the collection point located at La Vie - Care to Beauty, ul. Gościńska 7/16, 05-082 Blizne Łaszczyńskiego.

Consumer - a Buyer who is a natural person and who places an order in the Shop or takes steps to make a purchase in the Shop, without any direct connection with his/her business or professional activity.

Consumer Rights Act - the Polish Act of 30 May 2014 on consumer rights.

Digital Content - data produced and provided in digital form.

Seller - JAKUB NORBERT OSTROWSKI, an entrepreneur running a business under the business name PRO-position Jakub Ostrowski, entered into the Central Register and Information on Economic Activity kept by the minister competent for economy and keeping the Central Register and Information on Economic Activity, European Union VAT Identification Number PL5222814651, REGON (National Official Business Register number) 146145567, ul. Gościńska 7/16, 05-082 Blizne Łaszczyńskiego, Poland.

Shop - the La Vie • Care to Beauty online shop operated by the Seller at <https://www.la-vie.pl>.

Terms and Conditions - these terms and conditions.

Working Days - days from Monday to Friday, except for public holidays in Poland.

The provisions of the Terms and Conditions regarding products apply to both movable items (goods) and Digital Content.

Article 2 CONTACT WITH THE SELLER

1. Postal address: ul. Gościńska 7/16, 05-082 Blizne Łaszczuńskiego, Poland
2. Email address: sklep@la-vie.pl
3. Phone: +48 799 838 600
4. Address for the return of goods (in the case of withdrawal from the contract): La Vie - Care to Beauty, ul. Gościńska 7/16, 05-082 Blizne Łaszczuńskiego
5. Address to send the goods being complained about: La Vie - Care to Beauty, ul. Gościńska 7/16, 05-082 Blizne Łaszczuńskiego
6. The cost of a telephone call or data transmission made by the Buyer results from the basic tariff of the telecommunications operator or Internet service provider whose services the Buyer uses. The Seller stresses that the cost of an international call or international data transmission may be higher than the cost of a domestic call or transmission - depending on the tariff adopted by the telecommunications operator or Internet service provider whose services the Buyer uses.

Article 3 TECHNICAL REQUIREMENTS

1. For the proper functioning of the Shop a device with Internet access and a web browser that supports JavaScript and cookies is required.
2. To place an order in the Shop, in addition to the requirements set out in sec. 1, an active email account is required.

Article 4 PURCHASING IN THE SHOP

1. The product prices shown in the Shop are the total prices for the product.
2. The Seller emphasises that the total price of the order consists of the price of the products and, if applicable, the cost of the delivery of the goods.
3. The product selected for purchase should be added to the shopping cart in the Shop.
4. The Buyer then chooses the method of delivery of the goods and the method of payment for the order from among the options available in the Shop, and provides the data necessary to process the order.
5. The order is placed upon confirmation of its content and acceptance of the Terms and Conditions by the Buyer.
6. Placing an order is tantamount to concluding a contract between the Buyer and the Seller.
7. Buyer may register in the Shop, i.e. create an Account in the Shop, or make purchases without registering by providing their details each time they place an order.

Article 5 PAYMENTS

1. The following payment methods are available in the Shop:
 - a. by bank transfer to the Seller's bank account;
 - b. using a payment card:
 - Visa
 - Visa Electron
 - MasterCard
 - MasterCard Electronic
 - Maestro
 - c. via a payment platform:
 - Autopay

- eCard
- dotpay
- PayPal
- PayU
- Przelewy24
- TPay.com
- PayNow (mBank S.A.)
- Blik
- mBank S.A.
- Stripe, Inc.
- Stripe Payments Company
- Montonio Finance
- Paypo

d. on delivery, i.e. by card or cash on delivering the goods to the Buyer;;

e. by card or cash at the time of personal collection of the goods.

2. If the Buyer chooses to pay via the Autopay payment platform, the online payment service provider is Autopay S.A.
3. If the Buyer chooses to pay in advance, the order must be paid for within 5 Working Days of the order being placed.
4. By purchasing from the Shop, the Buyer accepts the Seller's use of electronic invoices. The Buyer has the right to withdraw their acceptance.

Article 6 ORDER FULFILLMENT

1. The lead time is indicated in the Shop.
2. If the Buyer has chosen to pay in advance for the order, the Seller will proceed with the order once it has been paid for.
3. Where Buyer has purchased products with different lead times within one order, the order will be processed within the lead time applicable to the product with the longest lead time.
4. Delivery can be made to the following countries:
 - the Republic of Poland,
 - European Union,
 - Switzerland,
 - United Kingdom.
5. The following delivery methods are available in the Shop:
 - a. via courier service,
 - b. via the Polish Post,
 - c. via ORLEN Paczka,
 - d. to InPost parcel lockers,
 - e. via electronic means, to the email address provided by the Buyer when placing the order - in the case of Digital Content.
6. Buyer can collect the goods in person at the Collection Point during its business hours.
7. If the Buyer chooses personal collection, the goods will be ready for collection on the indicated lead time.

Article 7 RIGHT TO WITHDRAW FROM THE CONTRACT

1. The Consumer has the right to withdraw from the contract concluded with the Seller through the Shop,

subject to Article 8 hereof, within 14 days without giving any reason.

2. The time limit for withdrawal from the contract expires after 14 days from the day:
 - a. on which the Consumer has taken possession of the goods or on which a third party other than the carrier and indicated by the Consumer has taken possession of the goods;
 - b. on which the Consumer has taken possession of the last good, instalment or part thereof, or on which a third party, other than the carrier and indicated by the Consumer, has taken possession of the last good, instalment or part thereof, in the case of a contract which provides for the transfer of ownership of multiple goods which are delivered separately, by instalment or part thereof;
 - c. on which the contract was concluded - in the case of a contract for the supply of Digital Content.
3. In order to exercise the right to withdraw from the contract, the Consumer must inform the Seller, using the contact information provided in Article 2 hereof, of their decision to withdraw from the contract by way of an unambiguous statement (for example, a letter sent by post or email).
4. The Consumer may use the model withdrawal form attached at the end of the Terms and Conditions, however, it is not obligatory.
5. In order to observe the time limit for withdrawal, it is sufficient for the Consumer to send information concerning the exercise of their right to withdraw from the contract before the time limit for withdrawal expires.

CONSEQUENCES OF WITHDRAWAL FROM THE CONTRACT

6. In the event of withdrawal from the concluded contract, the Seller shall return to the Consumer all payments received from them, including the costs of delivery of the goods (except for additional costs resulting from the method of delivery chosen by the Consumer other than the cheapest usual method of delivery offered by the Seller), without delay, and in any case no later than 14 days from the day on which the Seller was informed of the Consumer's decision to exercise the right to withdraw from the contract - subject to the provisions of Article 11 sec. 3 and 4 hereof.
7. The Seller shall reimburse the payment using the same means of payment as the Consumer used in the original transaction, unless the Consumer agrees otherwise, and in any event the Consumer shall not bear any fees for such reimbursement.
8. If the Seller has not offered to collect the goods from the Consumer, the Seller may withhold the reimbursement until the goods have been received or until proof of return has been provided, whichever happens earlier.
9. The Seller requests that goods be returned to the following address: La Vie - Care to Beauty, ul. Gościńska 7/16, 05-082 Blizne Łaszczyńskiego without delay and in any case no later than 14 days from the day on which the Consumer informed the Seller of the withdrawal from the contract. The time limit is considered observed if the Consumer returns the goods before the expiry of the 14-day period.
10. The Consumer shall bear the direct cost of the goods return.
11. The Consumer shall be liable only for a decrease in the value of the goods resulting from using it in a different way than it was necessary to establish the type, characteristics, and functioning of the goods.
12. If the goods, due to their nature, cannot be returned by post in the usual manner, the Consumer will have to bear the direct costs of returning the goods. The Consumer will be informed about the estimated amount of these costs by the Seller in the description of the goods in the Shop or when placing the order.
13. In the event that a reimbursement is required for a transaction made by the Consumer with a payment card, the Seller will make the reimbursement to the bank account assigned to that payment card.

Article 8 EXCEPTIONS TO THE RIGHT TO WITHDRAW FROM THE CONTRACT

1. The right to withdraw from the contract, referred to in Article 7 hereof, shall not apply to the contract:
 - a. the subject of which is a non-prefabricated product manufactured in accordance with the specifications of the Consumer or intended to satisfy their individual needs;
 - b. the subject of which is the product liable to deteriorate rapidly or having a short shelf-life;
 - c. the subject of which is a product delivered in a sealed package, which may not be returned after opening the package due to health protection or for hygiene reasons if the package is opened after delivery;
 - d. the subject of which are goods that after delivery, due to their nature, are inseparably connected with other goods;
 - e. the subject of which are sound or visual recordings or computer software delivered in a sealed package if the package is opened after delivery;
 - f. for the delivery of journals, periodicals or magazines, except for a subscription contract;
 - g. in which the price or remuneration depend on fluctuations on the financial market, over which the Seller has no control, and which may occur during the time limit to withdraw from the contract;
 - h. for the supply of Digital Content for which the Consumer is liable to pay the price, if all of the following conditions are met:
 - i. the Seller has commenced performance with the prior express consent of the Consumer;
 - ii. the Consumer has been informed prior to the commencement of the performance that, after the Seller's completion of the performance, they shall lose their right to withdraw from the contract and have acknowledged this; and
 - iii. the Seller has provided the Consumer with a lawful confirmation of the conclusion of the distance contract, including information on the aforementioned consent, on a durable medium within a reasonable time after the conclusion of the contract, at the latest before the performance begins - subject to the provisions of Article 11 sec. 3 and 4 hereof.

Article 9 COMPLAINTS

I GENERAL PROVISIONS

1. The Seller shall be liable to the Consumer for the conformity of the performance with the contract as provided for by generally applicable laws, including in particular the provisions of the Consumer Rights Act - subject to the provisions of Article 11 sec. 3 and 4 hereof.
2. The Seller asks to submit complaints (including complaints regarding the operation of the Shop) to the postal or electronic address provided in Article 2 hereof.
3. If a guarantee has been granted for the product, information about the guarantee and its conditions is available in the Shop.
4. The Seller shall respond to the complaint within 14 days of its receipt - subject to the provisions of Article 11 sec. 3 and 4 hereof.

II CONSUMERS

A. Goods

1. If the goods are not in conformity with the contract, the Consumer has the option of exercising the rights set out in Chapter 5a of the Consumer Rights Act.
2. Liability shall be borne by the Seller for any lack of conformity of the goods with the contract existing at

the time of delivery and discovered within two years of that time, unless the shelf life of the goods, as determined by the Seller, their legal predecessors or persons acting on their behalf, is longer - subject to the provisions of Article 11 sec. 3 and 4 hereof.

3. Based on the provisions of the Consumer Rights Act, in the event of non-conformity of the goods with the contract, the Consumer may demand:
 - a. replacement of goods,
 - b. repair of the goods.
4. In addition, the Consumer may submit a notice of:
 - a. price reduction,
 - b. withdrawal from the contract

where:

- the Seller refused to bring the goods into conformity with the contract in accordance with Article 43d sec. 2 of the Consumer Rights Act;
 - the Seller failed to bring the goods into conformity with the contract in accordance with Article 43d sec. 4-6 of the Consumer Rights Act;
 - the lack of conformity of the goods with the contract continues even though the Seller has tried to bring the goods into conformity with the contract;
 - the lack of conformity of the goods with the contract is significant enough to justify either a reduction in price or withdrawal from the contract without first having recourse to the remedies set out in Article 43d of the Consumer Rights Act;
 - it is clear from the Seller's notice or the circumstances that the Seller will not bring the goods into conformity with the contract within a reasonable time or without undue inconvenience for the Consumer.
5. In the case of goods subject to repair or replacement, the Consumer shall make the goods available to the Seller. The Seller shall collect the goods from the Consumer at their own cost.
 6. The Consumer cannot withdraw from the contract if the lack of conformity of the goods with the contract is insignificant.
 7. In the event of withdrawal from the contract as referred to in this section (relating to goods), the Consumer shall, without delay, return the goods to the Seller at the Seller's cost to: La Vie - Care to Beauty, ul. Gościńska 7/16, 05-082 Blizne Łaszczyńskiego. The Seller shall reimburse the price to the Consumer without delay, no later than within 14 days of receipt of the goods or proof of their return - subject to the provisions of Article 11 sec. 3 and 4 hereof.
 8. The Seller shall reimburse to the Consumer the amounts due as a result of exercising the right to reduce the price without delay, no later than within 14 days from the date of receipt of the Consumer's notice of price reduction - subject to the provisions of Article 11 sec. 3 and 4 hereof.

B. Digital Content

1. In the event of improper performance of the contract for the supply of Digital Content by the Seller, the Consumer may exercise the rights specified in Chapter 5b of the Consumer Rights Act.
2. If the Seller has not supplied the Digital Content, the Consumer may request the Seller to supply it. If, despite the request, the Seller fails to supply the Digital Content without delay or within an additional period of time expressly agreed between the Consumer and the Seller, the Consumer may withdraw from the contract.
3. The Consumer may withdraw from the contract without requesting the Digital Content to be supplied if:
 - it is clear from the Seller's notice or from the circumstances that they will not supply the Digital Content; or

- the Consumer and the Seller have agreed, or it is clear from the circumstances of the conclusion of the contract, that a specific date for the supply of the Digital Content was important to the Consumer and the Seller has not supplied the Digital Content within that date.
4. Liability shall be borne by the Seller for any non-conformity of the Digital Content with the contract that existed at the time of its supply and became apparent within two years of that time - subject to the provisions of Article 11 sec. 3 and 4 of the Terms and Conditions.
 5. If the Digital Content is not in conformity with the contract, the Consumer may request that it be brought into conformity with the contract.
 6. In case of non-conformity of the Digital Content with the contract, the Consumer shall cooperate with the Seller, to a reasonable extent and using technical means that are least intrusive for the Consumer, to ascertain whether the lack of conformity of the Digital Content at the adequate time results from the characteristics of the Consumer's digital environment.
 7. In addition, if the Digital Content is not in conformity with the contract, the Consumer may give a notice of:
 - price reduction,
 - withdrawal from the contract,when:
 - a. bringing the Digital Content into conformity with the contract is impossible or requires excessive costs to be borne pursuant to Article 43m sec. 2 and 3 of the Consumer Rights Act;
 - b. the Seller has failed to bring the Digital Content into conformity with the contract within a reasonable time from the moment the Seller was informed by the Consumer of the lack of conformity with the contract, and without undue inconvenience to the Consumer, taking into account the nature of the Digital Content and the purpose for which it is used;
 - c. the lack of conformity of the Digital Content with the contract continues despite the fact that the Seller has attempted to bring the Digital Content into conformity with the contract;
 - d. the lack of conformity of the Digital Content with the contract is so significant that it justifies either a price reduction or contract withdrawal without first having recourse to the remedy set out in Article 43m of the Consumer Rights Act (i.e. requesting that the Digital Content be brought into conformity with the contract);
 - e. it is clear from the Seller's notice or the circumstances that the Seller will not bring the Digital Content into conformity with the contract within a reasonable time or without undue inconvenience for the Consumer.
 8. The Consumer may not withdraw from the contract on the basis of the preceding provision if the Digital Content is supplied in exchange for the payment of a price and the lack of conformity of the Digital Content with the contract is insignificant.
 9. The Seller is obliged to reimburse to the Consumer the price due as a result of the exercise of the right of withdrawal from the contract referred to in this section (on Digital Content) or to reduce the price without delay but no later than 14 days from the date of receipt of the Consumer's notice of contract withdrawal or price reduction - subject to the provisions of Article 11 sec. 3 and 4 of the Terms and Conditions.
 10. The Seller shall reimburse the price using the same method of payment as the one applied by the Consumer unless the Consumer has expressly agreed to another form of reimbursement that does not incur any costs for the Consumer.

C. Out-of-court complaint and redress methods

1. The Seller informs the Consumer about the possibility to use out-of-court procedures for handling complaints and pursuing claims. The rules of access to these procedures are available at the registered

offices or on the websites of entities entitled to out-of-court dispute resolution. A Consumer may use, among others, the following:

- the assistance of the relevant European Consumer Centre from the European Consumer Centres Network. The centres provide information on consumer rights and help resolve disputes in the case of cross-border purchases. The assistance of the European Consumer Centres is, in principle, free of charge. For a list of country-specific Consumer Centres, see:
https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net_en#contact-ecc-net;
- the Online Dispute Resolution (ODR) platform provided by the European Commission, available at:
<https://ec.europa.eu/consumers/odr>.

In addition, the following forms of support are available in the Republic of Poland:

- mediation conducted by the locally competent Wojewódzki Inspektorat Inspekcji Handlowej (Voivodeship Inspectorate of Trade Inspection), to which a request for mediation should be made. In principle, the procedure is free of charge. A list of Inspectorates can be found here:
https://uokik.gov.pl/wojewodzkie_inspektoraty_inspekcji_handlowej.php;
 - the assistance of the competent permanent consumer arbitration court operating at the Wojewódzki Inspektorat Inspekcji Handlowej (Voivodeship Inspectorate of Trade Inspection), to which a request should be submitted for consideration of the case before the arbitration court. In principle, the procedure is free of charge. The list of courts is available at:
https://uokik.gov.pl/stale_sady_polubowne.php;
2. The preceding provision is for information purposes only and does not constitute an obligation on the part of the Seller to use out-of-court dispute resolution.
 3. The use of out-of-court dispute resolution is voluntary for both the Seller and the Consumer.
 4. A Consumer may additionally use the free assistance of the municipal or district consumer ombudsman in the Republic of Poland.

III BUYERS OTHER THAN CONSUMERS

1. For the avoidance of doubt, the Seller points out that the liability of the Seller towards a Buyer other than a Consumer, related to a complaint, shall be governed by the provision of Article 12 sec. 1.

Article 10 PERSONAL DATA

1. The controller of personal data provided by the Buyer while using the Shop is the Seller.
2. Detailed information about the processing of personal data by the Seller, including other purposes and grounds for data processing, as well as data recipients – can be found in the privacy policy available in the Shop – due to the principle of transparency, according to the General Data Protection Regulation of the European Parliament and of the Council (EU) - “**GDPR**”.
3. The purpose of processing Buyer's data provided by the Buyer in connection with the purchase in the Shop is to process orders. The basis for the processing of personal data in this case is:
 - a contract or actions taken at the Buyer's request in order to conclude the contract (Article 6 sec. 1(b) of the GDPR),
 - the Seller's legal obligation relating to accounting (Article 6 sec. 1(c) of the GDPR) and
 - the Seller's legitimate interest in processing data for the purpose of establishing, investigating or defending possible claims (Article 6 sec. 1(f) of the GDPR).
4. Providing personal data by the Buyer is voluntary, but at the same time necessary to conclude a contract.
5. Failure to provide data will prevent the conclusion of a contract in the Shop.

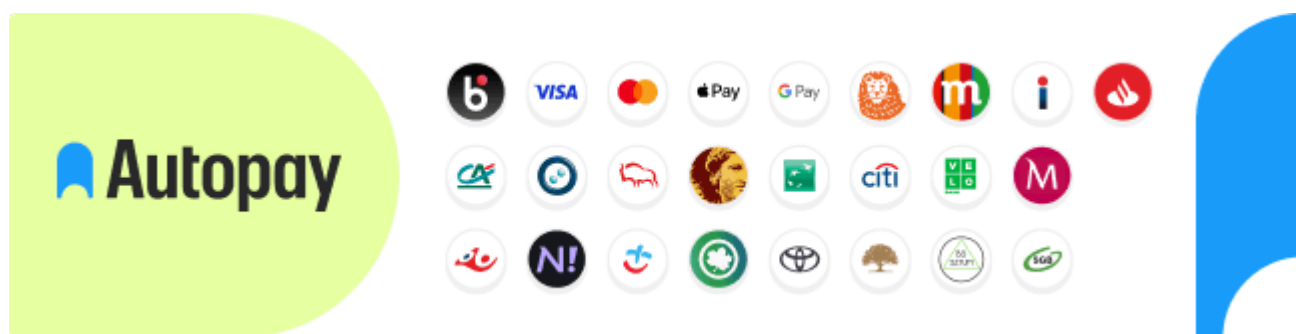
6. Buyer's personal data provided in connection with purchases from the Shop will be processed until:
 - the contract concluded between the Buyer and the Seller ceases to be valid
 - the Seller ceases to be legally obliged to process the Buyer's data;
 - the possibility of asserting claims by the Buyer or Seller, related to a contract concluded via the Shop ceases;
 - the Buyer's objection to the processing of his personal data is accepted, if the processing is based on the legitimate interest of the Seller- depending on what is applicable in each case.
7. The Buyer shall have the right to request:
 - access to their personal data,
 - correction of their personal data,
 - deletion of their personal data,
 - restriction of the processing of their personal data,
 - transfer of their personal data to another controller,and the right to:
 - object at any time to the processing of data on grounds relating to the Buyer's particular situation - to the processing of their personal data based on Article 6 sec. 1(f) of the GDPR (i.e. on legitimate interests pursued by the Seller).
8. To exercise their rights, the Buyer should contact the Seller using the data provided in Article 2 hereof.
9. In the event that the Buyer considers that their data are being processed unlawfully, the Buyer may lodge a complaint with the competent authority for data protection. In Poland, this authority is the President of the Personal Data Protection Office.

Article 11 RESERVATIONS

1. The provision of unlawful content by the Buyer is prohibited.
2. Each order placed in the Shop constitutes a separate contract and requires separate acceptance of the Terms and Conditions. The contract is concluded for the time and purpose of order processing.
3. Any contract entered into on the basis of these Terms and Conditions shall be governed by Polish law, subject to sec. 4.
4. The choice of Polish law for contracts concluded with Consumers under the Terms and Conditions shall not waive or limit the rights of Consumers under the mandatory rules of the law applicable to that Consumer in situations where there is no choice of law. This means, in particular, that if national regulations applicable to the Consumer provide for protection that is broader than that provided for under these Terms and Conditions or Polish law, such broader protection shall apply.
5. Contracts concluded on the basis of these Terms and Conditions shall be concluded in English.
6. None of the provisions of these Terms and Conditions exclude or in any way limit the rights of the Consumer resulting from the provisions of law.
7. A natural person who concludes or intends to conclude a contract in the Shop that is in direct connection with their business activity, shall be treated as a Consumer and shall be entitled to the same rights as those enjoyed by Consumers, when it follows from the content of that contract that the contract is not of a professional nature for that person. The preceding sentence shall not apply to the provisions set out in Article 9 in the subpart "Out-of-court complaint and redress methods" as well as to the provision of section 4.

Article 12 ADDITIONAL PROVISIONS FOR BUYERS OTHER THAN CONSUMERS

1. Subject to Article 11 sec. 7, any liability of the Seller towards a Buyer who is not a Consumer, arising from a contract concluded through the Shop - within the limits permitted by law - is excluded.
2. Subject to Article 11 sec. 7, in the event of a possible dispute with a Buyer who is not a Consumer, connected with a contract concluded through the Shop, the competent court shall be the one having jurisdiction over the Seller's registered office.



Appendix 1. to Terms and Conditions

What follows is a model withdrawal form from the contract which the Consumer may (but does not have to) use.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

PRO-position Jakub Ostrowski
ul. Gościńska 7/16, 05-082 Blizne Łaszczyńskiego, Poland
e-mail: sklep@la-vie.pl

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*) / for the provision of the following service (*) / for the supply of digital content in the form of(*):

.....
.....
.....

- Ordered on^(*)/received on^(*)

.....

- Name of Consumer(s):

.....

- Address of Consumer(s):

.....
.....

.....

Signature of Consumer(s)
(only if this form is sent on paper)

Date

(*) Delete as appropriate.