

## TERMS AND CONDITIONS

### 1. GENERAL STATEMENTS

a. The internet shop [WWW.SWORDS24.EU](http://WWW.SWORDS24.EU) is operated by Marcin Sienicki running business activity named Solid-Data settled in Wolomin 05-200, ul. 1 Maja 46, Poland, registered in Central Registration And Information On Business(CEIDG) lead by the Minister of Economy.

VAT Identification Number: PL1250887909

REGON 014848216

b. Customers in terms of these general terms and conditions are consumers, entrepreneurs as well as other legal or natural persons.

The contractual language for business relations with foreign customers is English.

The following Regulations state the rules and terms of contracts of sale between the seller and customers using means of long-distance communication and the rules and terms for customers to use the services of the online store available at <https://www.swords24.eu>.

c. Contact with us is possible via e-mail: [info@swords24.eu](mailto:info@swords24.eu) or phone: +48 603-755-634

### 2. ORDERS

a. By placing an order in the online shop customer declares the acceptance to the regulations.

b. Information given in the registration form should be real and valid, including providing the store with customer address, telephone number, e-mail address. In case order is not confirmed or contact with customer is impossible order will not be processed.

c. [WWW.SWORDS24.EU](http://WWW.SWORDS24.EU) will confirm the receipt of the order immediately by email.

d. If after placing an order, it turns out that the implementation of the Order in whole or in part is not possible, we shall immediately inform customer via e-mail or phone. In this case, customer may cancel the order in part or cancel an order in its entirety.

e. Term of proceeding an order for in stock items is 1-2 working days form receiving an order and payment. For out of stock products proceeding time may be longer and customer will be informed about estimated delivery time. Customer have right to accept longer delivery time or cancel order.

f. Customer is obligated to pay the price for ordered products, including the shipping cost, latest 14 days after placing an order. Shipping will be processed after receiving the payment.

### 3. PRICES, PAYMENT AND DELIVERY

a. All the prices on the website are presented in Euro and are gross prices(include VAT). Prices do not include costs of shipment. For customers outside European Union additional customs fees and taxes are possible.

- b. Delivery cost in each case are indicated in the ordering process.
- c. Methods and terms of payment are available in Appendix 1 which is an integral part of this Terms and Conditions.
- d. Delivery types and prices are also available in Appendix 1.

#### **4. RIGHT OF WITHDRAWAL FROM THE CONTRACT OF SALE**

- a. The consumer is entitled on a right of withdrawal within 14 days after reception of the goods.
- b. Before the expiry of the withdrawal period, the consumer shall inform the seller of his decision to withdraw from the sales contract. For this purpose, the consumer may either use the **model withdrawal form** or make any other unequivocal statement setting out his decision to withdraw from the sales contract.
- c. You are required to return the goods promptly (with all equipment, original packaging and proof of purchase), in any case no later than fourteen days from the day on which you informed us about the cancellation of this contract.
- d. If customer cancel this contract, we are required to promptly refund all payments that we have received from customer, including delivery costs, (with the exception of additional costs that occur if customer chose another form of delivery other than the most reasonably priced standard delivery that we offer) at the latest within fourteen days from the day the notice of customer cancellation of the contract is received by seller. For this refund we will use the same method of payment that customer utilized for the original transaction, unless something else was expressly agreed upon with customer. We can refuse the refund until we have received the goods back or until customer has provided proof that he returned the goods, depending on whichever is the earlier point in time.
- e. Exclusion from the Right of Revocation.  
The following goods are excluded from exchange and return:
  - » items, which are custom made according individual demands of the consumer
  - » audio or video recordings and software in a sealed package if the seal was broken
  - » sealed goods which can not be returned due to hygienic or health protection reasons if the seal was broken
  - » easily perished goods, or goods with a short best-before-date
- f. Customer has to bear the costs and the risk of return goods.
- g. For oversized or heavy packages costs of shipment can be higher than standard post costs.

#### **5. WARRANTY FOR DEFECTS AND LIABILITY**

- a. The statutory warranty conditions shall apply.
- b. The seller takes responsibility for goods not being in conformity with contract of sale.

c. The warranty period for the consumer after delivery of new products is 24 months and covers material or production defects.

d. The warranty does not cover damage caused by normal wear and tear, misuse or negligence.

e. If the delivered products have obvious material or production defects, which may include transport damage, please complain to us of such defects immediately. At transport damage the damage shall be reported to the carrier as well. On obvious damages they shall be included in a protocol of damage.

f. In case delivered goods are not in conformity with the contract of sale a customer can make a complaint in writing. Complaint should be made within two months counting from the day the customer noticed the inconformity up to two years after the product has been delivered.

g. The seller has 14 days to respond to complaint starting from day of receiving the goods from the customer. The seller is obliged to keep the customer informed on the actions taken.

h. Having a complaint admitted, the customer can replace the faulty goods or have the payment returned. The return is fulfilled within 14 days after the complaint is approved.

## **6. PERSONAL DATA PROCESSING**

Detailed rules for the processing of personal data of buyers are defined in the "Privacy Policy" - Appendix 2 to these Regulations, which forms an integral part thereof.

## **7. RISKS ARISING FROM THE USE OF THE E-SERVICE VIA THE INTERNET**

a. In terms of services provided electronically by Online Store, these Terms and Conditions constitute the rules provide electronic services within the meaning of Art. 8 paragraph. 1 of the Act of 18 July 2002. Of electronic services.

b. Online Shop provides these Terms and Conditions for free to recipients before entering into a contract of electronic services, also in a way that allows you to grab, read and preserve the Terms and Conditions for using information and communication system, which is used by the recipient. In particular, the recipient can download without any limitations these Terms and Conditions from the website of the Shop as a file in HTML format, save on storage media and print it on any number of copies.

c. Types and scope of services provided electronically by Online Store are as follows:  
» conclusion of sales contracts on-line - in the range of products sold by Online Store,  
» the ability to track order status,  
» the ability to add opinions and comments,  
» newsletter - subscribe to a list of recipients is voluntary.

d. Terms of services by electronic means, in particular, the technical requirements necessary to support the system used by the Online Store are as follows:

» connection to the Internet,

- » Web browser that will display on your computer screen hypertext (HTML)
- » e-mail client.

e. It is prohibited to take illegal activities using Online Shop system.

f. Due to the public nature of the Internet, which is used to provide services, the use of these electronic services may be associated with risks.

Current information about the specific risks associated with the use of electronically supplied services is presented in Appendix 3 to these Regulations, which forms an integral part thereof.

g. Besides the information that Buyer gives in filling out order, subscribing to newsletter or other services, the webpage also uses cookies.

Cookies are digital files with information, which the webpage leave on your harddrive. This cookie does not identify the specific user but the equipment used by the user, such as computer, smartphone etc. A cookie is not a program and contains no viruses. Cookies are applied to help you use the website, such as when you use your shopping cart.

This website uses cookies that usually disappear, when you close down your browser(session cookies).

You can disable the use of cookies in your browser, however, this will make it impossible to place an order and severely diminish your use of our website. More information on Cookies is available in Appendix 4 to these Regulations.

## **8. ALTERNATIVE DISPUTE RESOLUTION (ADR) FOR CONSUMER DISPUTES**

a. A Buyer, who is a consumer, has the right to an Alternative Dispute Resolution (ADR), e.g. has the right to out of court settlement arising from the agreement concluded with the Seller. A Buyer is entitled to address proposals for an Alternative Dispute Resolution to the Seller email address .

b. Buyer may also refer the dispute to be resolved by the alternative dispute resolution body via the Online Dispute Resolution Forum at the address <http://ec.europa.eu/odr>. Please use our e-mail address in connection with the proceedings.

c. The use of non-judicial means of dealing with complaints and redressing claims is voluntary and may take place when both parties agree to it.

## **9. FINAL PROVISIONS**

a. The current regulations are available on the website of the online shop.

b. Terms and agreements of sale are subject to Polish law.

c. In the case of amendments to the Regulations, orders placed before changes are based on the provisions of the Rules in force at the date of the order.

d. This information is intended solely for informational purposes; the original Polish text is legally binding....

## APPENDIX No 1

### PAYMENT TYPES

We accept PayPal, bank transfer and credit card payments, we do not ship C.O.D.(Cash On Delivery). You can find bank transfer details in '[Contact us](#)' link at top of screen.

When doing the transfer, make sure that our account will be credited the full amount of your order.

Your order should be paid within 14 days.

Seller reserves the right to restrict the mode of payment in individual cases.

### SHIPPING COST AND TYPES

Customer can choose following shipping options(some options are eligible for selected countries only):

- » Fedex economy - usually 2-4 business days delivery
- » DHL - usually 2-5 business days delivery
- » DPD - usually 2-5 business days delivery
- » Priority post - usually 2-9 business days delivery

Shipping cost depends on size and/or weight of parcel. Shipping companies calculate volumetric weight on most our parcels.

For out of stock items delivery time can be much longer, please contact us before ordering out of stock items to confirm availability and expected delivery time.

For more detailed shipping cost see our shipping calculator below. You can also check there list of countries we can ship to....

## APPENDIX No 2

### PRIVACY POLICY

1. The administrator of your personal information collected through the Online Store is Marcin Sienicki, established under the name of SOLID-DATA based in Wolomin 05-200, 1 Maja 46, Poland, entered into the Central Registration and Information on Economic Activity, VAT-ID PL1250887909, REGON 014848216.

2. Personal data will be processed in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - GDPR).

3. The provision of your personal data to us is voluntary. However, without providing us with your personal data necessary to conclude a sales agreement results in the inability to conclude such a contract.

4. The personal data provided are processed in the manner for which the Buyer agreed in the scope of:

- » conclusion and implementation of the contract (provision of services and sales of products) and after-sales service (complaints, returns, exchange of goods)
- » conducting analyzes and statistics as well as for the needs of business activity of the Online Store
- » archiving

- » conducting marketing activities of Online Store
- » contact with the customer

5. The administrator is entitled to process personal data of Customers:

- » Customer name,
- » Customer address,
- » Customer phone number,
- » Customer e-mail,

6. For the purposes of the completion and execution of contracts, i.e. to process your order and payment and to deliver ordered goods, also administrator will use your e-mail-address to inform you about the purchase order status and delivery details.

7. We collect data necessary for the proper processing of orders. The collected data will not be communicated to other parties, except for delivery companies(Fedex, DPD, UPS, DHL, GLS or Polish Post) and companies servicing payments for orders(PayPal, Przelewy24 or Dotpay).

8. We do not use Customer data for purposes other than for the conclusion and execution of contracts between Customer and Online Store. We will not release your personal data for outside marketing purposes. We provide your data only to companies entrusted with the implementation of the contract. That is in detail:

- » FedEx Express Poland Sp. z o.o. Annopol 19, 03-236 Warszawa, Poland for shipping goods.
- » DPD Polska Sp. z o.o. Mineralna 15, 02-274 Warszawa, Poland for shipping goods.
- » UPS Polska Sp. z o.o. Prądyńskiego 1/3, 01-222 Warszawa, Poland for shipping goods.
- » DHL PARCEL POLSKA Sp z o.o. Osmańska 2, 02-823 Warszawa, Poland for shipping goods.
- » General Logistics Systems Poland Sp. z o.o. Tęczowa 10, Głuchowo 62-052 Komorniki, Poland for shipping goods.
- » Poczta Polska S.A. Rodziny Hiszpańskich 8, 00-940 Warszawa, Poland for shipping goods.

- » Order number
- » Order amount
- » Customer name and address
- » Customer phone number
- » Customer email

9. If you have chosen PayPal payment method, the following pieces of personal information are required to be passed on to PayPal (Europe) S.á.r.l. & Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg, to enable your payment to be processed further:

- » Order number
- » Order amount
- » Customer email

10. If you have chosen Credit Card payment method, the following pieces of personal information are required to be passed on to Dotpay Sp. z o.o. Wielicka 72, 30-552 Krakow, Poland or DialCom24 Sp. z o.o. Kanclerska 15 60-327 Poznan, Poland or PayPro SA Kanclerska 15 60-327 Poznan, Poland(depending on chosen payment processing company), to enable your payment to be processed further:

- » Order number
- » Order amount

- » Customer name and address
- » Customer phone number
- » Customer email

11. If you by choice have created an account in our Online Store, we use your personal data collected further in order to register you for any future visits respectively shopping in our Online Store. Then you do not have to re-enter this data at every single order and you may view your orders history within your customer's account. Also with created account you will have option to give a review of products bought in our Online Store.

12. Customers contact information can be used to make contact with them when it is necessary (eg. In the case of dealing with complaints).

13. Each time Customer visits our Online Store, our system automatically logs data including IP address, date and time, page visited, downloaded file names, the type of browser and the operating system used, website that you have used to visit our Online Store(referring website), and then store this data for a maximum period of three months. This data is only stored, evaluated and then subsequently deleted for statistical purposes, performance adjustment and to identify and prevent any attacks on our website.

14. The Customer has the right to access their personal data, update them, remove or limit processing, make an objection to processing, withdraw consent to their processing and the right to transfer them..

15. The Customer may submit a request to stop processing their personal data by online store, email, fax or phone. This termination of the provision of electronic services and the deletion of the account of the Customer.

16. Online Store is entitled to process Customers personal data only for the purpose and scope specified in the Terms of Trade.

17. With separate consent of the Customer, Online Shop may process personal data for marketing purposes and to send on its own behalf informations including newsletters, by means of electronic communication, including e-mail and/or sms.

18. As far as Customer have opted for "Newsletter", we may process and use his email address also in order to send him our newsletter containing our offers. Customer may unsubscribe from our newsletter at any time via the unsubscribe link in every newsletter or online by logging to his account and unchecking "Newsletter" option.

19. Online Store uses security measures to protect data from loss, misuse or alteration. Right of access to Customers personal data are restricted, so that this information would not be in the hands of unauthorized persons. Access to personal data is only granted to a limited number of authorized persons in accordance with applicable law.

20. Personal data processed for purposes related to the implementation of the contract of sale will be processed for the period required for the contract, then the data may be archived and stored for the period appropriate for the limitation of claims. Personal data processed for marketing purposes will be processed until the consent of the Buyer is

revoked.

21. In case of doubts as to the correctness of the processing of your personal data by the Administrator, you have the right to lodge a complaint with the supervisory body....

### APPENDIX No 3

#### RISKS RELATED TO THE USE OF ELECTRONIC SERVICES

1. The possibility of receiving spam, or unsolicited advertising (commercial) transmitted electronically.
2. Malware, which is software that is able to, once you start it, to infect files in the way of themselves, usually without being noticed by the user. Computer viruses can be more or less harmful to the operating system in which they are located, but even in the less serious cases are a waste of RAM, CPU and hard disk space.
3. The presence and operation of Internet worms, or malware capable of self-duplication. E-mail worm is a disruptive network attack that collects all email addresses are located in your program (eg MS Outlook) and then sends hundreds of emails containing the worm as an attachment.
4. Ability to activation spyware, spyware is a software that spies user activities on the Internet, it installs without user knowledge, consent and control.
5. The opportunity to be exposed to cracking or phishing (password fishing) - in the context of computer phishing technique is hacking (cracking), used to gain access to personal and confidential information to steal your identity by sending fake emails reminders to appear genuine.
6. Software piracy - a term used by pirates to describe software that has been stripped copy protection and are available on the Internet, where it can be downloaded
7. Sniffing - illegal interception, other than tolerance within the limits of the concept of cracking and phishing, relies on the use of sniffer - a computer program, whose goal is to capture and analyze any data flowing on the network
8. The possibility for other persons using the computerized system and / or the telecommunications network of illicit devices which give unauthorized access to protected services
9. Cryptanalysis, it is to find weaknesses in the cryptographic system, and thus enable it to break or bypass
10. The opportunity to be exposed to the action of another unwanted or "malicious" software, performing unintended actions by the user, does not fall under the definition of the boundaries of the above, and the ones which are under the names: wabbit, trojan, backdoors, exploits, rootkits, keyloggers, dialers, hoax.



## APPENDIX No 4

### COOKIES POLICY

#### 1. USE OF COOKIES

[WWW.SWORDS24.EU](http://WWW.SWORDS24.EU) online store for the convenience of visitors uses cookies to facilitate the use of the site and for statistical purposes.

You can use our website without using cookies mechanism, but it may cause malfunction parts shop functions. Cookies also use the sites to which we refer for example showing multimedia.

In your Web browser, you can change the settings for cookies. No change these settings constitutes acceptance for use cookies here.

#### 2. WHAT ARE COOKIES?

Cookies are small text files sent by a website to the internet user devices that allow to save your settings and preferences. They make it easy to navigate through the site by improving its performance and helping to secure.

#### 3. HOW WE USE COOKIES?

Cookies are used by us to maintain a session when the user logs in so we can ensure the comfort and safety of shopping. Cookies are also used in our partner program to identify the order of the commands of our partners.

We do not store personal data or other sensitive information using cookies.

#### 4. TYPES OF COOKIES USED

- a. session cookies - used to hold the session expire at the end of the session.
- b. persistent cookies - remain on the computer when you visit our store, for example. for the purpose of identifying the session with an affiliate program.
- c. cookies from external entities - allow collecting opinions of our shop and the products contained in it, enable them to share content on social networks.

#### 5. LIMITING THE COOKIES

Level of protection from cookies that can be set in your web browser to complete blocking cookies. This increases the level of security and data protection, but it may also prevent you from using some features, such as. Log on to the site.

Google Chrome:

The Settings tab> Show advanced settings.

In the "Privacy" section, click the Settings button must be content. In the "Cookies", you can change your cookie settings.

Internet Explorer:

Tools> Internet Options> Privacy

Click the Sites button. Use the slider to set the level, press the OK button to confirm the change.

Mozilla Firefox:

Tools> Options> Privacy.

Activate the box "Firefox will use custom settings".

About cookies decides on or off the "Accept cookies from sites".

Opera:

Tool> Preferences> Advanced.

About cookies decides on or off the "Cookies".

Safari:

Preferences> Security.

Here are selected security level in the "Accept Cookies"....