

TERMS AND CONDITIONS OF THE MONDAY ARTWORK ONLINE SHOP

§1

Monday Artwork online shop

1. civil company OSTRÓWEK S.C. with its seat in Opole, 39 Reymonta Street, 45-072, NIP 7542896427, REGON 160126599, hereinafter referred to as the "Company" runs an online shop Monday Artwork in the domain www.monday-artwork.com.

§2 Definitions

1. "Delivery Address" - means the address given when placing an Order or when creating an Account, to which the Store sends the Goods.
2. the "Customer's Electronic Mail Address" - means the Customer's e-mail address provided when placing an Order or when creating an Account.
3. "Order Cancellation" - means a message sent by e-mail in which the Store declares to the Customer that, due to the Customer's failure to pay for the Order and the expiry of the Order Payment Deadline, the Order is cancelled.
4. "Account Access Data" - shall mean collectively the login (in the form of the Customer's Electronic Mail Address) and the password assigned to the Account.
5. "Order Form" - a tool which is used to place an Order by the Customer for Goods placed in the Basket without the need to create an Account.
6. "Civil Code" - means the Act of 23 April 1964 - Civil Code.
7. "Customer" - means an entity who, within the Shop, has created an Account or placed an Order using the Order Form, or used the Basket, or added an Item to Favourites, or used other services or tools provided by the by the Store.
8. "You" or the corresponding second person plural phrase (e.g. "you may you", "you receive", etc.) also refer to the Customer.
9. "Consumer" - means a natural person making a legal transaction with a trader not directly related to his/her commercial or professional activity.
10. "Account" or "My Account" means a tool with which the Customer, for the purposes of using the Shop, keeps his/her name, surname, Electronic Mail Address and other data, may place Orders and use other services of the Shop.
11. "Basket" - means the tool with which the Customer indicates the Goods to be ordered and their number. The shopping cart may also allow the Customer to use other services or tools, in particular to mark Goods as Favourites.
12. "Commissioned Brands" - means the Goods of other parties who are bound to the Company by a commission contract and on whose behalf the Company sells the Goods, charging a commission for this as specified in the contract.
13. "Newsletter" - means information sent electronically to Customers by the Store on Goods and the Store, including discounted goods Goods, competitions, announcements of new Goods and other matters which in the reasonable opinion of the Store may be of interest to Customers.
14. "Term of payment of the Order" - applies when the Customer chooses a form of payment by bank transfer to a bank account. Customer's choice of a form of payment by bank transfer to the Store's bank account for the Order and shall mean 7 working days from the date of receipt by the Customer of the Order Acceptance and information on the data necessary to make payment for the Order.
15. "Order Receipt Confirmation". - means the message sent by e-mail in which the Store notifies the Customer that it has received the Order.

16. "Order Acceptance" - means the message sent by e-mail in which the Store declares to the Customer that it accepts the Customer's offer of an Order.
17. "Terms and Conditions" - means these Terms and Conditions.
18. "Shop" - means the Monday Artwork online shop operating on the domain www.monday-artwork.com, operated by the Company. The phrase "we" or corresponding verbs in the first person plural (e.g. "we can", "we deliver", etc.) also refer to the Store and to the Company.
19. "Parties" - means the Customer and the Company.
20. "Goods" - means an item in the Store's range for which the Customer may place an Order.
21. "Contract" means a contract for the provision of electronic services by the Store to the extent provided for in the Terms and Conditions.
22. "Favourite" or "Favourites" - Goods or collection of Goods so designated by the Customer and kept as "Favourites" outside the Basket.
23. "Order" - means an offer to purchase the Goods placed in the Basket, which is made to the Shop by the Customer.
24. "Registered Customer" means a Customer who has created an Account in the Store.

§2

General provisions

Sales Contract". - contract concluded by the Customer with the Company, to which the Act of 2 March 2000 on the protection of certain consumer rights and liability for damage caused by dangerous products applies.

1. These Terms and Conditions are addressed to all Customers of the Store - it defines the principles of Shop, the principles for placing orders in the Store and the principles for concluding

§3

Sales Agreements.

2. Any Customer may access the Terms and Conditions at any time.
3. The Shop is operated by the Company and enables the purchase of Goods using the by means of electronic network (Internet), at the address: www.monday-artwork.com.
4. Information about products in the Store, including, among others, descriptions and prices of Goods, constitute an invitation to submit an offer to conclude a Sales Agreement within the meaning of Article 71 of the Civil Code, in accordance with the terms and conditions of the Rules and Regulations.
5. Goods in the Store are marked in detail. The Customer has access to information About characteristics of the Goods, their prices, materials from which they are made, etc.
6. Pictures of the offered Goods are examples and are used to present specifically indicated models. Their appearance in reality may differ slightly from the photos presented on the website.

§4

Territorial scope of operation of the Store

The Store delivers Goods only within the European Union.

§5 Technical requirements associated with the use of the Store by customers. 1.

(1) To use the Store the Customer should have:

- (a) a telecommunication device for browsing websites, e.g. a computer, smartphone, tablet;
- b) web browsing software such as Chrome, Firefox, Internet Explorer;

- c) an internet connection;
- d) an email account.

§6 Duty of loyalty

(1) The Customer shall not use the Store in a manner that violates the law or good morals.

(2) In particular, the Customer shall not:

- a) undertake actions which, contrary to the law or good manners, cause damage to the Store or third parties or violate their personal rights;
- b) violate the rights of the Store or third parties to intellectual property related to the Store, the activities of the Store or the Goods
- c) interfere with the efficient operation of the Store;
- d) obtain or attempt to obtain access to data to which it is not entitled, in particular by breaching security measures.

3. Voluntarily providing data to the Store, e.g. when creating an Account, filling in the Order form or ordering the Newsletter, is tantamount to ensuring that the acting person is authorised to provide and use the data, in particular to use the provided e-mail account. In particular, creating an Account or placing an Order on behalf of a legal entity or other organisational unit is tantamount to ensuring that the acting person is authorised to represent that legal entity or other organisational unit.

(4) A person who violates the rules set out in the paragraph above shall be liable for all damages and other consequences of the unauthorised action.

(5) Notwithstanding the consequences provided for, inter alia, by the provisions of civil and criminal law, the violation of any of the above rules, attempt or complicity entitles the Store to immediately terminate the provision of services to the Customer. The assessment of the rights and obligations of the parties under the agreements concluded for the sale of Goods to the Customer by the Store depends on the circumstances of the breach.

§7

Intellectual property

(1) The shop has the intellectual property of the objects associated with the Shop's activities.

2. 3.

§8

Safety use of the Internet and the Store

(1) The use of the Internet, including the Store, requires due diligence from the Customer to protect the Customer or others from material or non-material dangers, such as loss of money or Goods, invasion of privacy, loss of data, destruction or damage to devices for Internet use such as computers, smartphones, tablets.

(2) It is the Customer's responsibility to use the Internet and the Store in a secure manner. (3) The Shop recommends that safe use of the Internet, and in particular the Shop, includes, but is not limited to:

- (a) the use of software only from trustworthy and legitimate sources;
- (b) the use of standard anti-virus and security software against other attacks;
- (c) keeping software up to date;
- (d) connecting to the Internet via trusted connections;
- e) protect against unauthorised access by third parties to Account Access Data, in particular the Account password as well as access data to other services which may be relevant for the placement or execution of an Order, e.g. e-mail and payment services; periodic changes of the password increase the security of the Account;

f) avoidance of the use of publicly accessible devices and unsecured networks; g) logging out of the Account in good time, e.g. when leaving the computer or lending it to another person; h) paying attention to information on possible dangers when using electronic services, e.g. absence of the https inscription or symbol or information on an out-of-date https certificate; (i) ensuring that the equipment for using the Internet is in working order.

(4) The Customer will notify the Store immediately if it becomes aware of a breach of security that affects or may affect the Customer's relationship with the Store.

The Shop informs that all photographs, publications and texts available on the Shop's website are protected by the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws 1994 No. 24, item 83).

Copyright protection also applies to graphics, logos and texts owned by the Shop or its suppliers. It is prohibited to illegally copy, reproduce or distribute any content placed on the Store's website.

(5) Failure to notify, as referred to in the preceding paragraph, causes, regardless of other consequences provided by law, that the Customer acts towards the Store at his own risk.

(6) The Shop does not request Account Access Data from Customers by email or telephone. Should the Customer receive such correspondence, he/she should assume that he/she is dealing with an attempt to gain unauthorised access to the data and not provide the data. In such a situation, we ask Customers to notify the Store immediately.

7 Email services are often equipped with so-called anti-spam filters, i.e. tools to automatically eliminate unsolicited correspondence. Anti-spam filters may erroneously eliminate correspondence that is not spam, including messages from the Store, such as Order Receipt Confirmation or Order Acceptance. In the event that an expected message from the Store does not arrive, we suggest checking whether the message has been blocked by the anti-spam filter. The customer is responsible for the anti-spam filter settings in their email account and usually has the ability to change the filter settings.

§9

Electronic services provided by the Store

(1) The Shop provides the following electronic services on a contractual basis: a) maintaining Customer Accounts; b) making it possible to make purchases in the Store; c) enabling Customers to mark Goods as Favourites; d) providing a Newsletter.

§10 Currency

(1) Prices, charges and other monetary values are given in Polish zloty (PLN) or in euros (EUR), according to the settings of the Store selected by the Customer.

(2) The default setting of the Store, if the Customer does not indicate the currency, is the Polish zloty (PLN). (3) If a Customer browses the Store's website from a device located outside of the Republic of Poland, the default setting for the currency is the Euro (EUR), unless the settings or characteristics of the Customer's device, software or network affect the Store's reading of the device's location.

§11 Gross prices

(1) The Shop provides gross prices, i.e. including the value added tax (VAT) calculated in accordance with Polish law. The amount of tax is specified next to the price on the fiscal receipt or VAT invoice.

2.

The Store reserves the right to change prices and quantities of Goods on offer.

Shop's offer during the day, withdraw or introduce individual products to the Store's offer, carry out and withdraw promotional campaigns on the Store's website, as well as their modification.

§12

Image of the Goods

Despite the Shop's best efforts, there is a margin of technical inaccuracy in capturing images of the Goods, publishing them in the Shop and displaying them on the user's device. inaccuracy in capturing images of the Goods, publishing the Goods in the Shop and displaying them on the screen of the user's device. The image may deviate from the Goods to the above extent for reasons relating to photographic technology, software, characteristics and screen settings of the device used by the user, or for other technical reasons.

(2) The image shows only one size of the Merchandise and is not updated despite the indication of other sizes in the Shop, e.g. in the Basket or in Favourites. (3) The image of the Goods does not necessarily represent the same piece that the Customer orders, but a piece of the same model. Goods within the same the same model may differ within the limits of the standards of good craftsmanship, which may in particular apply to Handmade Goods.

(4) The image of the Goods may be accompanied by information in the form of text or symbols, including the price, model, size, colour version and other features of the Goods. In the event of a difference between the image of the Goods and the above information, the content of the information in the form of text or symbols shall be decisive.

(5) If there are any doubts or questions about the image of the Goods, the Customer should immediately refrain from ordering and contact the Shop. If possible, the Shop will provide additional information about the Goods, make available additional images of the Goods, allow personal examination of the Goods before placing an order.

(6) Differences between the Goods and the image of the Goods, referred to in this provision, do not constitute a defect of the Goods or non-conformity of the Goods with the contract.

§13 Language selection

(1) The Customer can choose from two language versions of the website and the Terms and Conditions: English and Polish on the website of the Store or in the Account settings.

§14

Invitation to tender

1. Images of Goods and information about the Goods presented in the Store are addressed to the general public and are an invitation to submit offers and do not constitute an offer of sale within the meaning of the Civil Code. Information about the nature of the relevant images and information as only an invitation to tender accompanies the images and information presented in the Shop.

§15 Conclusion of a Sales Agreement

In order to conclude a Contract of Sale, an Order must be placed on the website of the Store. Customers can place Orders 24 hours a day, on all days of the week.

Orders placed on public holidays will be processed on the first working day following the day on which the order was placed. The condition for the Order to be processed is that the payment has been made and all necessary data for shipment has been provided.

§16

Forms of Order Placement

The Customer may place an Order using the Order Form or by means of an Account.

2. the Order refers to the model, colour version, size and other features of the Goods specified in the Basket.

§17 Order Form 1.

(1) The Order Form is located on the website of the Store, is marked with the title "I do not have an Account" or similar and allows you to place an Order for the Goods in the Basket.

(2) The Order Form requires the Customer to provide the following data: a) Postal address

b) First and Last Name

c) Country

d) Postal code e) City

f) Street

g) Telephone.

(3) When filling in the Order Form, the Customer is informed that the Store processes the Customer's personal data for the purpose of making purchases in the Store and fulfilling Orders.

(4) The Customer may voluntarily consent to the processing of personal data for the Store's marketing purposes.

(5) The Order form asks for consent to process the Customer's personal data for:

(a) the fulfilment of the Order,

b) the Store's marketing activities.

(6) The form requires a statement that the Customer has read the Regulations and agrees to the Regulations.

(7) Failure to provide the delivery data and statements required under these Terms and Conditions prevents the Order from being placed.

§18

Functions of the Account

1. Account allows the Registered Customer to place Orders.

The Shop allows the Registered Customer to use additional tools and services. services within the Account:

(a) access to Order history

b) returns

c) marking Goods as favourites

d) information on sales and promotions

e) invitations to events

f) use of promotions available only to Registered Customers.

(3) The Store may allow a Registered Customer to use other functionalities.

§19 Account creation

(1) The establishment of an Account is possible only through the Store's website at the request of the Customer.

(2) The setting up of an Account requires the following data to be provided by the Customer:

a) e-mail address

b) first and last name

c) address

(3) The setting up of an Account may require data on the gender of the Customer. The shop respects the principles of gender equality.

(4) The creation of an Account requires the provision and approval of a password with which the Customer will log into the Account. The password should have no less than 9 characters, at least one uppercase and one lowercase letter, one digit and one symbol.

(5) The Customer may provide additional data, which shall be used as presumed data when placing Orders:

(a) delivery address

b) telephone

c) payment method.

(6) Delivery shall take place to the Customer's address stated when registering the Account if the Customer has not indicated a different delivery address. The Customer may register more delivery addresses in the Account.

The Customer may register more delivery addresses in the Account

delivery address, as well as change the delivery address when placing an Order.

(7) When creating an Account, the Customer is informed that the Store processes the Customer's personal data to enable purchases in the Store, to maintain the Account and to process Orders. The Customer may voluntarily consent to the processing of personal data for the Store's marketing purposes. 8.

(8) The creation of an Account requires a declaration by the Customer that he or she has read and agrees to the Terms and Conditions.

(9) Failure to provide the data referred to in this provision makes it impossible to establish an Account.

Account. Lack of statements concerning the Terms and Conditions has the same effect. §20 Confirmation of Order

(1) After the Customer places an Order, the Customer shall receive on the Site of the Store and at the e-mail address stated in the Order a message containing information on the Order. The Customer shall receive, on the website of the Store and at the e-mail address specified in the Order, a message containing information on the items in the Order, the quantity of the Goods, the Order value, the selected type of delivery and payment, the Order lead time and the Customer's contact details.

The message constitutes confirmation of receipt by the Shop of the Customer's offer to purchase the Goods.

Upon receipt of the aforementioned confirmation, the Contract of Sale of the Goods ordered by the Customer is concluded.

The Contract of Sale is concluded in accordance with these Regulations. The Store reserves the right to refuse to process an order under a Contract of Sale if the Customer's contact details are untrue, the transaction has not been authorised in the electronic payment system or the

payment for the order has not been made within the specified ti

§21

Payment

Payment card and e-transfer transactions are settled via Dotpay.pl.

Dotpay.pl.

(2) The shop accepts payment:

- a) by VISA and MasterCard
- b) traditional bank transfer
- c) PayPal

d) transfer to a bank account in favour of:

Ostrówek S.C. 45-088 Opole Reymonta 39 for payments in zloty (PLN) to the account: 52 1090 2138 0000 0001 3390 4836 for payments in Euro (EUR) to the account: PL37 1090 2138 0000 0001 2043 1903 SWIFT / BIC: WBKPPLPP

(3) The deadline for payment for an Order if payment by bank transfer to the Store's bank account is selected, i.e. in accordance with §21 d), is 7 working days.

(4) In the event that the Store does not record payment on the Store's bank account for the payment for the Order, it may cancel the Customer's Order. In such case, the Store shall immediately inform the Customer of the cancellation of the Order. §22 Warranty for defects in the Goods

(1) In the event that the Goods have physical defects consisting in the non-compliance of the sold thing with the agreement, the Customer shall have the rights under the provisions of the Civil Code, in particular the right to replace the Goods with a defect-free one or to withdraw from the agreement.

to replace the goods with goods free from defects or to withdraw from the contract of sale, unless the defect is the result of improper conduct of the Customer that caused it.

(2) In order to assert claims under the Warranty for defects in the Goods, the Customer shall be obliged to provide evidence indicating the non-existence of the defect at the time of delivery of the goods to the Customer.

(3) If the Customer, under the warranty, demands repair of the Goods or replacement of the Goods with Goods free from defects, the Shop has the right to refuse to meet his/her demand if it is impossible to meet it by the Shop or requires excessive costs, and may propose another solution.

§23

Complaints

The Company as a seller shall be liable to the Customer being a consumer within the meaning of Art.

within the meaning of Article 221 of the Civil Code for non-compliance of the Goods purchased by the Customer with the Sales Agreement, to the extent specified in the Act on Special Terms and Conditions of Consumer Sales and Amendments to the Civil Code of 27 July 2002.

Each item purchased in the Store may be complained about in accordance with

Any item purchased in the Shop may be complained about subject to the relevant time limits and terms of complaint if it has defects constituting its non-compliance with the Sales Agreement.

(1) Complaints should be submitted to the address contact@monday-artwork.com providing the following details:

- a. first and last name of the Customer;
- b. Customer's address;
- c. Receipt or invoice number;
- d. The type and size of the Goods;
- e. The date of purchase of the Goods;

- f. Circumstances under which the Goods were found to be defective;
- g. Description of the defect in the Goods;
- h. The Customer's request to the Store;
- i. Consent to the processing of personal data for the purpose of the complaint about the Goods.

(2) The Store will consider the complaint within 14 days of receipt by the Store of the Customer's statement by the Customer.

(3) In the event that a complaint must be sent to the manufacturer of the Goods, the length of time to process the complaint will depend on the manufacturer's rules of procedure for the Goods. The Customer will be informed of the need to send the complaint to the manufacturer by e-mail or telephone immediately.

(4) The Customer will be notified of the complaint processing by e-mail.

§24

Retention of title to the Goods

(1) Until the full payment for the Goods by the Customer, the Goods remain the property of the Store.

§25

Shipping and collection of Goods

(1) The Customer may specify the following methods of dispatch or collection of the Goods:

(a) dispatch to the Delivery Address using the carrier indicated by the Store for a charge in accordance with the standard tariff;

(2) The Shop may withhold dispatch or delivery of the Goods for collection until the price and any shipping costs have been credited to the Shop's bank account.

(3) The shipping cost shall be borne by the Customer, it shall be added to the price and indicated separately in the Order, Order Receipt and Order Acceptance.

(4) Goods which have been returned to the Store by the carrier due to the provision of an incorrect Delivery Address or due to failure to take delivery on time due to circumstances attributable to the Customer shall be returned to the Store at the Customer's expense. Re-shipment will require the Customer to pay the shipping cost again. (5) The Customer, who is not a Consumer, assumes the benefits and burdens of the Goods, as well as the risk of loss, damage or delay in the delivery of the Goods from the moment the Shop delivers the item to the carrier. The Shop shall not be liable for any loss, damage or delay that occurs after the Goods have been delivered to the carrier.

(6) The Customer is obliged to check the contents of the parcel, including the Goods in the presence of the courier. If the parcel is damaged, the Customer is obliged to write a damage protocol and contact the Shop. A Customer who is not a Consumer is obliged to immediately examine the parcel. In the event of detecting damage to or shortages in the Goods, the Customer is obliged to take all steps necessary to establish the carrier's liability for damage to the Goods.

§26

The Customer's right to withdraw from the contract

(1) The Customer has the right to withdraw from the sales contract concluded with the Shop within 14 days without giving any reason. The term of withdrawal expires after 14 days from the day on which the Customer took possession of the goods or on which a third party other than the carrier and indicated by the Customer took possession of the goods.

(2) To exercise the right of withdrawal, the Customer should either:

(a) make a declaration to the Store at the address: MONDAY ARTWORK, 33 Mokotowska St., 00-561 Warsaw;

b) send a declaration to the Store at the e-mail address: contact@monday-artwork.com

(3) The Customer may use the model withdrawal form which is available on the website of the Store.

(4) The Customer should send the withdrawal form electronically on the Store's website www.monday-artwork.com. If the Customer uses this option, the Store shall send the Customer immediately an acknowledgement of receipt of the notice of withdrawal on a durable medium (for example, by e-mail).

(5) In order to exercise the right of withdrawal, it is necessary that the Goods still have an intact, undamaged and put on by the Store a security clip (security tag), which is marked with the number of the Goods and certifies that the Goods have been sold by the Shop.

(6) The right of withdrawal is available only to persons who are Consumers. A Consumer is a natural person making a legal transaction with an entrepreneur which is not directly related to his/her business or professional activity.

§27 Effects of withdrawal from the contract

(1) In the case of withdrawal from the contract, the Shop returns to the Customer the full amount due for the purchased Goods (except for the cost of shipping the Goods from the Shop to the Customer), immediately, and in any case no later than 14 days from the date on which the Shop received information on the decision to exercise the right to withdraw from this contract.

(2) The Shop shall refund payments using the same means of payment as those used by the Customer in the original transaction.

(3) The costs of returning goods purchased in the online shop shall be borne by the Customer.

(4) Goods must be sent back to the Store by courier so that the parcel can be monitored. The Customer is responsible for insuring the parcel.

(5) The timing of the credit to the Customer's account may be affected by the processing of payments by banks, credit card and payment service providers or other entities involved in the transfer of funds.

6th Payment processing time does not depend on the Store and the Store is not responsible for delays in payment processing by the above entities.

(7) The Customer shall deliver the Goods to the Store immediately, no later than 14 days from the date on which he/she informed the Store of the withdrawal from this contract. The deadline is met if the Customer sends back the Goods before the expiry of the 14-day period. The date of the postmark is decisive. The Customer shall only be liable for any diminution in the value of the goods resulting from the use of the goods in a manner other than that which was necessary to ascertain the nature, characteristics and functioning of the goods.

(8) The Shop shall have the right to withhold the payment refund until the Goods have been received from the Customer or until the Customer has provided proof of dispatch of the Goods within the indicated period, whichever event occurs first.

(9) The initiation of the refund of the payment to the Customer is subject to the Store establishing that the returned Goods comply with the prerequisites provided for by the relevant regulations, in particular that the Goods are intact, unused, unrepaired, and have an intact, undamaged, security clip ("security tag") attached by the Store, which is marked with the number of the Goods and certifies that the Goods have been sold by the Store.

§28 Model withdrawal form

(1) A withdrawal form is available on the website of the Store. The form should be filled in and sent back only if you wish to return the goods to the following address:

MONDAY ARTWORK, 33 Mokotowska St., 00-561 Warsaw, e-mail contact@monday-artwork.com, tel: +48 608 535 425

§29 Exclusions of liability

In relation to entities that are not Consumers, the Parties exclude

Shop's liability for defects in Goods on the basis of warranty and liability for damages. 2.

(2) For entities that are not Consumers, the Parties exclude liability of the Shop for defects of goods on the basis of warranty and liability for damages.

Shop's liability under tort, unless the damage was caused by the Shop's willful misconduct.

Shop or a person for whom the Shop is responsible.

(3) For entities that are not Consumers, the Parties exclude liability of the Shop for improper performance.

Shop for improper performance or non-performance of an obligation, unless the damage was caused by intentional fault of the Shop or a person for whom the Shop bears responsibility.

§30

Gift vouchers

(1) These Terms and Conditions apply to gift vouchers purchased from the Store.

The Shop reserves the right to modify or cancel these Terms and Conditions without notice.

(2) The current version of the Terms and Conditions can be found on the Shop's website.

(3) Gift vouchers can be used at the Lui Store's stationary shop at 33 Mokotowska Street in Warsaw.

4th Gift vouchers do not authorise the purchase of Commission Brands.

5 The gift voucher can be used to pay for the entire order or part of it. If the value of the voucher is less than the value of the purchase, you can choose an additional payment method to complete the transaction. The voucher can only be used once. If the value of the order is less than the value of the purchase, any unused funds will not be refunded.

(1) The gift voucher is valid for 1 year from the date of purchase. After the expiry of the validity period, the voucher cannot be used to pay for purchases. The voucher can only be used once.

(2) If you decide to return products purchased with a gift voucher, you will receive a new gift voucher and, if an additional payment method was used, a refund of the funds paid by this payment method. Vouchers cannot be exchanged for cash.

The shop assumes no responsibility for the voucher if it is lost, stolen or destroyed. Gift vouchers are to be treated as cash.

§31

Newsletter

- (1) The shop provides the possibility to receive a Newsletter, which is sent out by e-mail. 2.
- (2) Newsletter subscription requires entering the e-mail address in the appropriate box on the Store website and pressing the "Subscribe" button.
- (3) Entering an e-mail address combined with pressing the "Subscribe" button means that the person who provides the address:
 - a) wishes to receive the Newsletter and the commercial information contained therein,
 - b) agrees to the processing of his/her personal data in accordance with the Terms and Conditions and the Shop's Privacy Policy.
- (4) The Newsletter recipient may unsubscribe at any time by using the link placed in each message containing the Newsletter.

§32 Personal Data Processing 1 The Administrator of the personal data is the Company. 2.

(2) Personal data provided to the Company are provided voluntarily, with the provision that failure to provide certain data will prevent the Customer from placing and processing the order.

(3) The Customer may also give separate consent to receive advertising and promotional materials from the Store, including promotional materials.

advertising and promotional materials, including a Newsletter.

(4) The Customer has the right to access and correct his/her personal data, to request the cease processing them and object to their processing.

(5) In the event of an Order for Goods with shipment to a Delivery Address, the Shop may pass on the relevant personal data of the Customer to the carrier. In such a case, the Company shall not be

responsibility for the processing of the Customer's personal data by the carrier.

(6) The provision of services by the Store to Customers and the sale of Goods may involve the transfer of personal data provided by the Customer to third countries. The Customer wishes the Store to transfer the above data to third countries as long as the transfer is in accordance with data protection regulations and

is purposeful for the provision of services by the Shop and the sale of Goods to Customers.

(7) The Shop undertakes technical and organisational measures to protect personal data Customers.

§32

Cookies

The Shop uses cookies. Cookies used by the Store are used to use certain functions of the Store's website, such as logging or collecting statistics on user behaviour. The Customer may restrict or block the use of cookies in the settings of his/her Internet browser.

§34

Proof of purchase

1. Proof of purchase of Goods in the Store is a VAT invoice or fiscal receipt. Other proofs of purchase are admissible only if they make it possible to reliably verify that the Goods were purchased in the Store, at what price and on what date.
2. The obligation to leave the "Security Tag" clip on the Merchandise intact, unrepaired and undamaged shall apply to with draw from the contract without giving reasons.

§35

Change of Terms and Conditions

1. The shop may change the Terms and Conditions.
2. Amendments to the Rules may consist of adding new content to individual provisions, introducing new provisions, introducing the entire new Rules, repealing the provisions or the entire Rules.
content, introduction of new provisions, introduction of the entire new Rules and Regulations, the repeal of provisions or the entire Rules and Regulations.
3. (3) Circumstances justifying amendments to the Rules and Regulations are important reasons, in particular the need to adapt to:
 - (a) changes in the law, in particular the provisions of civil law and civil procedure, the provisions on sales, consumer protection, personal data protection, provision of electronic services;
 - b) rulings of common and administrative courts, the Supreme Court, the Supreme Administrative Court and the Constitutional Tribunal, the Court of Justice of the European Union, courts and arbitration tribunals, as well as rulings of foreign courts, to the extent that they produce legal effects in Poland;
 - c) administrative acts of administrative authorities, in particular of the President of the Office of Competition and Consumer Protection, the Inspector General for Personal Data Protection;
 - d) important economic or business circumstances, in particular changes, expansion or reduction in the range of goods or services of the Store;
 - (e) technological changes
 - f) trading habits;
 - (g) the terms of any insurance relating to the Store's operations.
4. Each time the Store changes the Terms and Conditions:
 - (a) communicate the amended Terms and Conditions to Registered Customers at the Electronic Mail Address at least 14 days before the changes take effect;
 - b) post the amended Terms and Conditions on the Store's website;
 - c) together with the amended Terms and Conditions, place a prominent notice of the change on the Store's subpages, also visible for 30 days after the change comes into effect;
 - d) notify the Registered Customer of the change the next time they log into their Account;
 - e) maintain the Terms and Conditions in the version prior to the change on the Store's website for 90 days;
 - f) will communicate the amended Terms and Conditions to Newsletter recipients at least 14 days before the amendment comes into force, if the amendment applies to recipients.

(5) The change to the Terms and Conditions shall be binding on the Customer if he or she has not objected to the change by the end of the working day preceding the effective date of the change. An objection must be sent to the e-mail address contact@monday-artwork.com. Submission of an objection shall be tantamount to termination of the Agreement by the Customer with immediate effect.

(6) Termination shall not affect obligations which arose prior to the effective date of the amendment to the Terms and Conditions in connection with Orders accepted for fulfilment, such as delivery of the Goods, payment of the price, return of the goods, refund of the price.

(7) The termination does not affect the right of the Store to process personal data to the extent permitted by applicable law on personal data, in particular to protect the legitimate interests of the Store.

§36

Termination of the Agreement for electronically provided services

1. Either party may terminate the Contract without giving reasons with immediate effect.
2. Termination does not affect the rights and obligations under the concluded Contracts for the sale of Goods, in particular to deliver or return the Goods, to pay or refund the price, to indicate the applicable law, to indicate only the competent court.

§37

Governing law and competent court

Polish law is applicable to the Agreement for sale of Goods in the Store.

In matters not regulated herein, the provisions of the Civil Code or other laws applicable to the operations of and operation of the Store.

The court competent to adjudicate disputes shall be the common court with territorial Competent according to the applicable regulations.

§38

Exclusion of the Vienna Convention 1.

The United Nations Convention on Contracts for the International Sale of Goods (the so-called Vienna Convention or CISG) shall not apply.

§39

Entry into force and amendments to the Terms and Conditions 1.

1. These Terms and Conditions shall come into force on the date of publication on the website of the Store.
2. These Terms and Conditions may be amended, and information about amendments to the Terms and Conditions will be sent to customers at the e-mail address indicated in the order 14 days before the amended Terms and Conditions come into force.
3. In addition, changes to the Terms and Conditions will be published on the website of the Store 14 days before the new Terms and Conditions come into effect.
4. All orders accepted by the Store for fulfilment before the date of change of the Terms and Conditions are carried out on the basis of the Terms and Conditions that were in force on the date of placing the order by the Customer.

5. If the Customer does not accept the new content of the Rules and Regulations, he/she is obliged to notify the Store within 14 days of being informed of the change to the Rules and Regulations.

§40

Notifications

1. Notifications to the Store should be made to the address:

MONDAY ARTWORK, Mokotowska 33, 00-561, Warsaw

E-mail: contact@monday-artwork.com

2. Notification to the Customer may be made in accordance with the data provided in the Order Form or when registering the Account.