

REGULATIONS FOR THE MELIKA FASHION ONLINE STORE

The provisions of these Regulations are not intended to exclude or limit any consumer rights granted to them by Polish law. All possible doubts should be explained in favor of the consumer and in accordance with the provisions of law.

DEFINITIONS:

ORDER FORM - an interactive form available in the Online Store as an electronic service enabling placing an Order, in particular by adding products to the shopping cart and defining the terms of the Sales Agreement, including the method of delivery and payment.

CLIENT / SERVICE USER - a person with full legal capacity, and in cases provided for by generally applicable regulations, also a natural person with limited legal capacity, a legal person and an organizational unit without legal person whose specific provisions confer legal capacity, which has concluded or intends to conclude a Sale Agreement with the Seller.

CIVIL CODE - Civil Code of April 23, 1964 (Journal of Laws 1964 No. 16, item 93, as amended).

CONSUMER - a person who performs a legal act not related directly to his or her business or professional activity is considered to be a consumer (Article 221 of the Civil Code).

NEWSLETTER - an electronic distribution service provided by the Service Provider via e-mail, which enables all Users using it to automatically receive cyclical messages containing information about products, new products and promotions in the Online Store.

PRODUCT - a movable item presented and offered in the Online Store which is the subject of a Sales Agreement between the Customer and the Seller.

REGULATIONS - these regulations of the Online Store.

ONLINE STORE - the Service Provider's online store available at <http://www.melikafashion.com/>.

SELLER / SERVICE PROVIDER - Online store available at the internet address <http://www.melikafashion.com/> is run by PAWEŁ BIENIEK running a business under the name Paweł Bieniek entered into the Central Register and Information on Economic Activity of the Republic of Poland conducted by the minister competent for economy, having the address of the place of business and the address for delivery: ul. Iwicka 19/43, 00-735 Warsaw, Tax identification number (NIP): PL 5213380644, REGON 147179918, e-mail address: sales@melikafashion.com, phone number: + 48 692 852 428. Bank account: ING Bank Śląski S.A. 54 1050 1054 1000 0091 2046 5969.

SALES AGREEMENT - a product sale agreement concluded or concluded between the Customer and the Seller via the Online Store.

SERVICE - a service provided by the Service Provider on the terms set out in these Regulations via the internet service available at <http://www.melikafashion.com/>, consisting in ensuring the possibility of using the functionalities available in the Online Store.

ELECTRONIC SERVICE - a service provided electronically by the Service Provider to the Customer via the Online Store.

ACT ON CONSUMER RIGHTS - Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827, as amended)

ORDER - a Customer's declaration of will, submitted using the Order form, aimed directly at the conclusion of the Sales Agreement with the Service Provider, specifying the type and number of ordered products.

§ 1. GENERAL PROVISIONS

1. These regulations define the rights and obligations of customers in connection with the use of the Store and the products offered through it.
2. The Service Provider and the Client are mutually obliged to comply with the provisions of the Regulations.
3. The administrator of personal data processed in connection with the implementation of the provisions of these Regulations is the Service Provider. Personal data is processed in the scope and on the basis of the principles set out in the privacy policy published on the Online Store website. Providing personal information is voluntary. Each person whose personal data is processed by the Service Provider has the right to inspect their content and the right to update and correct them.
4. Customers' personal data are protected in accordance with the Act of 29 August 1997 on the Protection of Personal Data (Dz.U.02.101.926, as amended), taking into account the provisions of the Act of 18 July 2002 on the provision of services by electronic means (Official Journal 02.14.1204, as amended).
5. In accordance with the Act of 29 August 1997 (Article 24, paragraph 1) On the protection of personal data, Customers have the right to verify, modify and request the deletion of their data.

§ 2. CONDITIONS FOR THE USE OF THE STORE

1. Technical requirements necessary to cooperate with the ICT system used by the Service Provider: (1) a computer, laptop or other multimedia device with Internet access; (2) access to electronic mail; (3) Internet browser: Mozilla Firefox version 11.0 and above or Internet Explorer version 7.0 and higher, Opera version 7.0 and higher, Google Chrome version 12.0.0 and higher; (4) recommended screen resolution: 1024x768.
2. In order to make a purchase it is necessary for the Customer to provide the following data in the Order Form:
 - (a) if the customer is a natural person: Name, surname, mailing address, e-mail address, contact telephone number.
 - (b) if the client is a legal person and an organizational unit that is not a legal person, the specific legal provisions of which provide legal capacity: company name, NIP number, mailing address, e-mail address, contact telephone number.
3. Newsletter. The use of the Newsletter is possible after entering the e-mail address to which messages are to arrive in the "Newsletter" field visible on the left side of the Online Store footer and clicking on the "SAVE".
4. The Newsletter service is provided free of charge for an indefinite period. The Service Recipient has the option, at any time and without giving reasons, to opt out of receiving the Newsletter. To unsubscribe from the Newsletter, please send a relevant request to the Service Provider, in particular, the Customer may notify via email to the following address: sales@melikafashion.com.
5. The Customer is obliged to use the Online Store in a manner consistent with the law and morality and to enter data consistent with the actual state. The recipient is prohibited from providing unlawful content.

§ 3. CONDITIONS FOR CONCLUDING A SALES AGREEMENT

1. The Seller sells products in the Store without the need to register, it is required to provide only the personal data necessary to perform the order.
2. In order to conclude a sales agreement via the Store, go to the website www.melikafashion.com, and

then choose from the Products available in the Store and use the Order Form to submit an electronic Order, taking subsequent technical steps based on the messages or information displayed to the Customer. .

3. Placing an effective Order is possible after accepting these Regulations.

4. In order to send an Order, it is necessary to accept and confirm all its essential elements by the Customer and press the "Order and pay" button.

5. Sending the Order by the Customer is a declaration of will to conclude a sales agreement with the Seller, in accordance with the Regulations. The contract is considered to be concluded with the moment of receipt of the Customer's order to the Store's IT system, provided the Order is in accordance with the Regulations.

6. After placing the order, the Customer receives from the Seller a message on the e-mail address provided during the purchase containing the confirmation of all essential elements of the Order and information about the acceptance of the order for execution.

7. Prices of products on the Store's website are given in Polish zlotys and include VAT tax.

8. The binding and final price is the price of the products given in the basket at the time of placing the order by the customer on the store's website.

§ 4. PAYMENTS

1. Payments for products ordered in the Store may be made in the following manner:

(a) Prepayment to the account - payment by bank transfer to the Seller's bank account. The account and data for the transfer shall be received by the Customer after the order is placed on the provided e-mail address - in the absence of payment within 14 days, the Order is canceled.

(b) Electronic payments (on-line), including card payments: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro. The entity providing online payment services is Blue Media S.A.

2. If there is a need to return funds for the transaction made by the customer with a payment card, the seller will be refunded to the bank account assigned to the payment card of the Ordering Party.

3. The processing time begins with the moment of obtaining a positive payment authorization.

§ 5. DELIVERY

1. Delivery of products by the Seller is possible throughout the territory of the Republic of Poland.

2. Delivery of products to the customer is payable, unless the Sales Agreement provides otherwise. The product delivery costs (including transport, delivery and postal fees) are indicated to the Customer on the Online Store website in the "Delivery costs" tab and during the Order placement, including when the Customer wishes to be bound by the Sales Agreement.

3. The Seller provides the Customer with the following methods of delivery of products:

(a) Courier shipment

(b) Personal collection in consultation with the Seller

(c) InPost parcel lockers

4. The deadline for delivery of products to the Customer is up to 4 Business Days, unless a shorter or longer deadline is given in the description of the product or when placing the Order. The beginning of the delivery of products to the Customer begins with the moment of obtaining a positive payment authorization.

§ 6. GUARANTEE

1. Melika Fashion store as a Guarantor provides a 24-month warranty for Melika products for the period from the date of product release to the consumer.

2. Under the guarantee, the Guarantor undertakes to repair or replace the product free of charge in the event of a positive consideration of the complaint. The Guarantor decides on the method of settling the complaint.

3. The guarantor shall not be liable for damage to the product resulting from other reasons than the defects found in the product. In particular, the warranty does not cover:

(a) mechanical damage not found on the purchase

(b) damages that occurred as a result of improper use, storage or improper maintenance of the product, as

well as damage resulting from the accident

(c) the natural consumption of the product (differences in the color and structure of the skin)

(d) products sold at a reduced price, and sold as defective products (damaged)

4. Consideration of the complaint will take place within 14 days from the date of receipt of the complaint.

5. The guarantee for the sold consumer goods does not exclude, limit or suspend the rights of the buyer resulting from non-compliance of the goods with the contract.

§ 7. COMPLAINTS

1. The Seller is liable to the Customer if the product sold has a physical or legal defect. The basis and scope of the Seller's liability towards the Customer are defined by generally applicable laws, in particular in the Civil Code.

2. The Seller is obliged to provide the Customer with a product free from defects.

3. The customer may submit complaints, in particular in writing, to the address of the Seller or via email to the following address: kontakt@melikafashion.pl.

4. In the complaint, the Client may, in order to speed up and facilitate its process, provide his / her name, mailing address, contact details, description, type and date of irregularity. These requirements take the form of recommendations only and do not affect the effectiveness of complaints filed with the omission of the recommended description.

5. If a defective product is purchased, the Customer has the option of:

(a) Request removal of the defect

(b) Require replacement of items to be free from defects

(c) Request a price reduction

(d) To withdraw from the contract if the defect is significant

6. The Seller shall recognize the complaint promptly, however not later than within 14 days of its submission. Lack of the Seller's response to the complaint within the above deadline means that the Seller considered the complaint justified.

7. If a customer's inspection of the product is necessary to properly identify the Customer's complaint, the Seller will ask the Customer to deliver the product at the expense of the Seller. However, if the product delivery by the Customer would be impossible or excessively difficult, the Customer will be asked to pick up the product or make the product available to the Seller in the place where the product is located or send the appropriate photographs electronically.

8. A request to deliver the product referred to in point 7.7 of the Regulations does not affect the course of the period for responding to the Seller's complaints referred to in point. 7.5 of the Regulations and does not violate the Customer's right to request replacement of the product free of defects or removal of the defect.

9. Out-of-court ways to handle complaints and redress and the rules of access to these procedures.

(a) Detailed information on the possibility of the Client using the extrajudicial method of dealing with complaints and pursuing claims and rules of access to these procedures are available at the offices and on the websites of powiat (municipal) consumer ombudsmen, social organizations, whose statutory tasks include protection consumers, Provincial Inspectorates of Trade Inspection and the following Internet addresses of the Office of Competition and Consumer Protection:

<http://www.uokik.gov.pl/spory> _...

<http://www.uokik.gov.pl/sprawy> ...

<http://www.uokik.gov.pl/wazne> _...

10. The customer who is a consumer has the following exemplary possibilities of using out-of-court complaint and redress methods:

(a) The customer is entitled to request a permanent amicable consumer court, referred to in art. 37 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws of 2001 No. 4 item 25, as amended), with a request to settle the dispute arising from the concluded Sales Agreement. The regulations of the organization and operation of permanent consumer courts of arbitration are specified in the regulation of the Minister of Justice of September 25, 2001 on defining the rules of organization and operation of

permanent consumer courts of arbitration. (OJ 2001, No. 113, item 1214).

(b) The customer is entitled to apply to the provincial inspector of Trade Inspection, pursuant to art. 36 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws 2001 No. 4 item 25, as amended), with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Customer and the Seller. Information on the rules and mode of the mediation procedure conducted by the provincial inspector of the Trade Inspection is available at the headquarters and on the websites of individual Provincial Inspectorates of the Trade Inspection.

(c) The customer may obtain free assistance in resolving the dispute between the Customer and the Seller, also using the free help of the poviati (municipal) consumer ombudsman or social organization, whose statutory tasks include consumer protection (including Consumer Federation, Consumers' Association) Polish). Advice is provided by the Consumer Federation under the toll-free consumer helpline number 800 007 707 and by the Polish Consumers Association at email porady@dlakonsumentow.pl.

§ 8. WITHDRAWAL FROM THE AGREEMENT

1. The Customer has the right to withdraw from the contract within 14 calendar days from taking possession of the property, without giving reasons and without incurring costs, with the exception of the costs specified in § 7. p. 6. In the event of withdrawal from a distance contract, the contract shall be considered null and void.

2. To meet the deadline, it is enough to send a statement before its expiry. The declaration of withdrawal from the contract may be made, for example, in writing to the address of the seller or in electronic form via e-mail to the following address: sales@melikafashion.com.

3. The Customer's statement of withdrawal may be submitted in any form. An exemplary model withdrawal form is included as Annex 2 to the Consumer Rights Act and additionally is available for download on the Online Store website as an attachment to the Regulations.

4. The seller is obliged to immediately send the confirmation of receipt of the statement of withdrawal from the contract submitted electronically to the customer.

5. The Customer is obliged to immediately, no later than within 14 calendar days from the day on which he withdraws from the contract, return the product to the Seller or hand it over to the person authorized by the Seller for pickup, unless the Seller suggested that he will pick up the product himself. To meet the deadline, it is enough to return the product before its expiry. The return is made to the address of the Seller.

6. In the event of withdrawal from the contract, the customer bears direct costs of returning the product.

7. The Customer is liable for the decrease in the value of the product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the product.

8. In the event of withdrawal from the contract, the Seller is obliged to immediately return the payment incurred by the Customer, however not later than within 14 days from the receipt of the statement of withdrawal from the contract.

9. The payment shall be returned using the same method of payment as the Customer used, unless the Customer expressly agreed to a different method of return, which does not entail additional costs for him.

10. If the seller has not offered to collect the product from the consumer himself, he may withhold the reimbursement of payments received from the consumer until receipt of the product or delivery by the consumer of proof of his return, whichever occurs first.

§ 9 FINAL PROVISIONS

1. Contracts concluded via the Online Shop are concluded in English. These terms are governed by Polish law. Any contract for the purchase of goods from this site and any dispute or claim arising out of or in connection with any such contract will be governed by Polish law.

2. Change of the Regulations:

(a) The Service Provider reserves the right to amend the Regulations for important reasons: change of the law; changes in payment and delivery methods - to the extent to which these changes affect the implementation of the provisions of these Regulations.

(b) In case of concluding on the basis of these Regulations continuous contracts (eg providing electronic

service - Newsletter), the amended regulations bind the Client if the requirements specified in art. 384 and 384 [1] of the Civil Code, that is, the Service Recipient was correctly informed about the changes and did not terminate the contract within 14 calendar days from the date of notification. In the event that a change in the Regulations would result in the introduction of any new fees or increase in the existing Customers who is a consumer has the right to withdraw from the contract.

(c) In the case of concluding agreements of a different nature from continuous contracts (eg a Sales Agreement), amendments to the Regulations shall not in any way affect the acquired rights of Customers / Customers who are consumers before the amendments to the Regulations take effect, in particular amendments to the Regulations they will not affect already placed or placed Orders and concluded, executed or executed Sales Agreements.

3. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the Act on the provision of electronic services of 18 July 2002 (Journal of Laws 2002 No. 144, item 1204, as amended).