

TERMS AND CONDITIONS OF THE ONLINE STORE

WWW.DOGGYOGA.PL

TABLE OF CONTENTS:

GENERAL PROVISIONS

ELECTRONIC SERVICES IN THE ONLINE STORE

CONDITIONS FOR CONCLUDING A SALES AGREEMENT

METHODS AND TERMS OF PAYMENT FOR PRODUCTS

PRODUCT COMPLAINTS (APPLIES TO SALES AGREEMENTS ENTERED INTO AFTER DECEMBER 25, 2014)

OUT-OF-COURT COMPLAINT RESOLUTION METHODS AND PROCEDURES FOR ASSERTING CLAIMS AND ACCESS TO THESE PROCEDURES

RIGHT OF WITHDRAWAL FROM THE AGREEMENT (APPLIES TO SALES AGREEMENTS ENTERED INTO AFTER DECEMBER 25, 2014)

PROVISIONS CONCERNING ENTREPRENEURS

FINAL PROVISIONS

SAMPLE WITHDRAWAL FORM

GENERAL PROVISIONS

1.1. The Online Store available at the website www.doggyyoga.pl is operated by Benjamin Koziółek conducting business under the name BENJAMIN KOZIOŁEK B.K. GAMES & FUN, registered in the Central Register and Information on Economic Activity of the Republic of Poland maintained by the competent minister for the economy, with the following business address: ul. Św. Agnieszki 9, 30-071 Kraków, and address for correspondence: ul. Grzegórzecka 73A/10, 31-559 Kraków, Tax Identification Number (NIP): 6751681498, National Business Registry Number (REGON): 381981103, email address: doggyyogakrakow@gmail.com.

1.2. These Terms and Conditions apply to both consumers and entrepreneurs using the Online Store (except for Section 9 of the Terms and Conditions, which applies exclusively to entrepreneurs).

1.3. The Controller of personal data processed in the Online Store in connection with the implementation of the provisions of these Terms and Conditions is the Seller. Personal data is processed for the purposes, scope, and based on the grounds and principles indicated in the privacy policy published on the Online Store's website. The privacy policy primarily contains provisions regarding the processing of personal data by the Controller in the Online Store, including the legal basis, purposes, and scope of processing personal data, as well as the rights of individuals whose data is processed, and information on the use of cookies and analytical tools in the Online Store. Using the Online Store, including making purchases, is voluntary. Similarly, providing personal data by the User

or Customer using the Online Store is voluntary, subject to exceptions indicated in the privacy policy (conclusion of an agreement and Seller's statutory obligations).

1.4. Definitions:

- BUSINESS DAY - a day from Monday to Friday, excluding public holidays.
- REGISTRATION FORM - a form available in the Online Store that allows for the creation of an Account.
- ORDER FORM - an Electronic Service, an interactive form available in the Online Store that allows for placing an Order, including adding Products to the electronic shopping cart and specifying the conditions of the Sales Agreement, including the method of delivery and payment.
- CUSTOMER - (1) a natural person with full legal capacity, and in cases provided for by applicable law, also a natural person with limited legal capacity; (2) a legal person; or (3) an organizational unit without legal personality, to which the law grants legal capacity; - who has entered into or intends to enter into a Sales Agreement with the Seller.
- CIVIL CODE - the Civil Code Act of April 23, 1964 (Journal of Laws 1964 No. 16, item 93, as amended).
- ACCOUNT - an Electronic Service, designated by an individual name (login) and password provided by the Service Recipient, a set of resources in the teleinformation system of the Service Provider in which the data provided by the Service Recipient and information about Orders placed by them in the Online Store are stored.
- NEWSLETTER - an Electronic Service, an electronic distribution service provided by the Service Provider via email, which enables all users of the service to automatically receive periodic content of subsequent editions of the newsletter containing information about Products, news, and promotions in the Online Store.
- PRODUCT - a movable item available in the Online Store that is the subject of a Sales Agreement between the Customer and the Seller.
- TERMS AND CONDITIONS - these terms and conditions of the Online Store.
- ONLINE STORE - the online store of the Service Provider available at the website: www.lanimal.pl
- SELLER; SERVICE PROVIDER - Benjamin Koziółek conducting business under the name BENJAMIN KOZIOŁEK B.K. GAMES & FUN, registered in the Central Register and Information on Economic Activity of the Republic of Poland maintained by the competent minister for the economy, with the following business address: ul. Św. Agnieszki 9, 30-071 Kraków, and address for correspondence: ul. Grzegórzecka 73A/10, 31-559 Kraków, Tax Identification Number (NIP): 6751681498, National Business Registry Number (REGON): 381981103, email address: doggyogakrakow@gmail.com
- SALES AGREEMENT - a sales agreement for a Product concluded or to be concluded between the Customer and the Seller through the Online Store.
- ELECTRONIC SERVICE - an electronic service provided by the Service Provider to the Service Recipient through the Online Store.

- SERVICE RECIPIENT - (1) a natural person with full legal capacity, and in cases provided for by applicable law, also a natural person with limited legal capacity; (2) a legal person; or (3) an organizational unit without legal personality.
- Non-legal entity with legal capacity, which is entitled by law to exercise legal rights; - using or intending to use the Electronic Service.
- ACT ON CONSUMER RIGHTS, ACT - the Act of 30 May 2014 on consumer rights (Journal of Laws 2014, item 827, as amended).
- ORDER - the Customer's declaration of intent submitted using the Order Form and directly aimed at concluding a Sales Agreement for a Product with the Seller.

ELECTRONIC SERVICES IN THE ONLINE STORE

2.1. The following Electronic Services are available in the Online Store: Account, Order Form.

- Account - the use of the Account is possible after the Service Recipient completes three consecutive steps - (1) filling out the Registration Form, (2) clicking the "Create an Account" button, and (3) confirming the intention to create an Account by clicking the confirmation link automatically sent to the provided email address. The following data of the Service Recipient is necessary to be provided in the Registration Form: name and surname/company name, address (street, house/apartment number, postal code, city, country), email address, contact phone number, and password. In the case of Service Recipients who are not consumers, it is also necessary to provide the company name and tax identification number (NIP).
- The Account Electronic Service is provided free of charge for an indefinite period. The Service Recipient has the possibility to delete the Account (resign from the Account) at any time and without giving any reason by sending a respective request to the Service Provider, in particular via email to the address: phlores.com or in writing to the address: ul. Przedszkolna 1, 90-001 Łódź.
- Order Form - the use of the Order Form begins with the Customer adding the first Product to the electronic shopping cart in the Online Store. Placing an Order occurs after the Customer completes two additional steps - (1) filling out the Order Form and (2) clicking the "Order with an obligation to pay" field on the Online Store page after filling out the Order Form - until that moment, there is a possibility of independent modification of the entered data (for this purpose, follow the displayed messages and information available on the Online Store page). The following data regarding the Customer must be provided in the Order Form: name and surname/company name, address (street, house/apartment number, postal code, city, country), email address, contact phone number, and data regarding the Sales Agreement: Product(s), quantity of Product(s), place and method of Product(s) delivery, method of payment. In the case of Customers who are not consumers, it is also necessary to provide the company name and tax identification number (NIP).
- The Order Form Electronic Service is provided free of charge, has a one-time nature, and terminates upon placing an Order through it or upon prior cessation of placing an Order through it by the Service Recipient.

2.2. Technical requirements necessary for cooperation with the teleinformation system used by the Service Provider: (1) a computer, laptop, or other multimedia device with internet access; (2) access to an email account; (3) an internet browser: Mozilla Firefox version 11.0 or higher, Internet Explorer version 7.0 or higher, Opera version 7.0 or higher, Google Chrome.

Chrome version 12.0.0 and above; (4) recommended minimum screen resolution: 1024×768; (5) enabling the ability to save Cookies and support JavaScript in the web browser.

2.3. The Service Recipient is obligated to use the Online Store in a manner consistent with the law and good practices, taking into account respect for personal rights, copyrights, and intellectual property of the Service Provider and third parties. The Service Recipient is obliged to provide accurate data. The Service Recipient is prohibited from providing unlawful content.

2.4. Complaint procedure:

- Complaints related to the provision of Electronic Services by the Service Provider and other complaints related to the operation of the Online Store (excluding the procedure for product complaints, as indicated in points 6 and 7 of the Terms and Conditions) can be submitted by the Service Recipient, for example:
 - in writing to the address: ul.Grzegórzecka 73A/1-, 31-559 Kraków;
 - electronically via email to: doggyogakrakow@gmail.com
- It is recommended that the Service Recipient include in the description of the complaint: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of the irregularity; (2) the Service Recipient's request; and (3) contact details of the complainant - this will facilitate and expedite the examination of the complaint by the Service Provider. The requirements mentioned in the previous sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended description.
- The Service Provider shall respond to the complaint immediately, no later than within 14 calendar days from the date of its submission.

TERMS OF CONCLUDING A SALES AGREEMENT

3.1. The conclusion of a Sales Agreement between the Customer and the Seller takes place after the Customer places an Order using the Order Form in the Online Store in accordance with point 2.1.2 of the Terms and Conditions.

3.2. The price of the Product displayed on the Online Store website is given in Polish zlotys and includes taxes. The Customer is informed about the total price including taxes of the Product being the subject of the Order, as well as the costs of delivery (including transport, delivery, and postal services charges) and other costs, and if it is not possible to determine the amount of these fees - about the obligation to pay them, on the Online Store website during the process of placing the Order, including at the moment of expressing the Customer's will to be bound by the Sales Agreement.

3.3. Procedure for concluding a Sales Agreement in the Online Store using the Order Form:

- The conclusion of a Sales Agreement between the Customer and the Seller takes place after the Customer places an Order in the Online Store in accordance with point 2.1.2 of the Terms and Conditions.
- After placing the Order, the Seller immediately confirms its receipt and simultaneously accepts the Order for execution.

- Confirmation of receipt of the Order and its acceptance for execution is sent by the Seller to the Customer in a relevant e-mail message to the e-mail address provided by the Customer during the Order placement, which contains at least the Seller's statements about the receipt of the Order and its acceptance for execution, and the estimated time of delivery.

Confirmation of the conclusion of the Sales Agreement. Upon receiving the above-mentioned email message, the Sales Agreement is concluded between the Customer and the Seller.

3.4. The content of the concluded Sales Agreement is recorded, secured, and made available to the Customer through (1) making this Terms and Conditions available on the Online Store website and (2) sending an email message to the Customer as mentioned in point 3.3.2. of the Terms and Conditions. The content of the Sales Agreement is additionally recorded and secured in the Seller's IT system.

METHODS AND TERMS OF PAYMENT FOR THE PRODUCT

4.1. The Seller provides the Customer with the following payment methods for the Sales Agreement:

- Electronic payment via the Przelewy 24 service.

4.2 The payment card operator is PayPro SA Agent Rozliczeniaowy, ul. Pastelowa 8, 60-198 Poznań, entered into the Register of Entrepreneurs of the National Court Register in force by the District Court Poznań Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number 0000347935, NIP 7792369887, REGON 301345068.

PRODUCT COMPLAINTS

6.1. The Seller's liability towards the Customer regarding physical or legal defects (warranty) of the sold Product is determined by generally applicable laws, particularly in the Civil Code (in particular in Articles 556-576 of the Civil Code).

6.2. The Seller is obliged to deliver the Product to the Customer without defects. Detailed information regarding the Seller's liability for the Product's defects and the Customer's rights is specified on the Online Store website in the "Product Complaint" tab.

6.3. The complaint can be submitted by the Customer, for example:

- in writing to the address: ul. Grzegórzecka 73A/10, 31-559 Kraków;
- electronically via email to: doggyogakrakow@gmail.com

6.4. It is recommended that the Customer includes in the complaint description: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of the defect; (2) the Customer's request for bringing the Product into compliance with the Sales Agreement, or a statement about a price reduction or withdrawal from the Sales Agreement; and (3) contact details of the complainant - this will facilitate and expedite the examination of the complaint by the Seller. The requirements mentioned in the previous sentence are only recommendations and do not affect the effectiveness of complaints submitted without the recommended complaint description.

6.5. The Seller will address the Customer's complaint promptly, no later than within 14 calendar days from the date of its submission. If the Customer, who is a consumer, has requested the replacement of the item or the removal of the defect, or has submitted a statement about the price reduction

specifying the amount by which the price is to be reduced, and the Seller has not addressed this request within 14 calendar days, it is considered that the request has been deemed justified.

6.6. The Customer exercising the warranty rights is obliged to deliver the defective Product to the following address: ul. Grzegórzecka 73A/10, 31-559 Kraków. In the case of a Customer who is a consumer, the cost of delivering the Product is borne by the Seller, and in the case of a Customer who is not a consumer, the cost of delivery is borne by the Customer. If, due to the nature of the Product or the method of its installation, delivering the Product by the Customer would be excessively difficult, the Customer is obliged to make the Product available to the Seller at the location where the Product is located.

OUT-OF-COURT METHODS OF COMPLAINT RESOLUTION AND CLAIMS SETTLEMENT, AND ACCESS TO THESE PROCEDURES

7.1. Detailed information regarding the possibility for a consumer Customer to use out-of-court methods of complaint resolution and claims settlement, as well as the rules for accessing these procedures, is available on the website of the Office of Competition and Consumer Protection at: https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php.

7.2. The President of the Office of Competition and Consumer Protection also operates a contact point (phone: 22 55 60 333, email: kontakt.adr@uokik.gov.pl, or postal address: Pl. Powstańców Warszawy 1, Warsaw), which aims to provide assistance to consumers in matters related to out-of-court settlement of consumer disputes.

7.3. The consumer has the following exemplary options to use out-of-court methods of complaint resolution and claims settlement: (1) filing a request for dispute resolution with a permanent consumer arbitration court (more information available on the website: <http://www.spsk.wiih.org.pl/>); (2) filing a request for out-of-court dispute resolution with the provincial inspectorate of the Trade Inspection (more information available on the website of the inspectorate competent based on the Seller's place of business); and (3) seeking assistance from the district (city) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, Polish Consumer Association). Advice is provided, among other methods, via email at porady@dlakonsumentow.pl and through the consumer helpline at 801 440 220 (the helpline is active on business days from 8:00 to 18:00, call charges according to the operator's tariff).

7.4. The online platform for resolving disputes between consumers and traders at the European Union level (Online Dispute Resolution platform) is available at <http://ec.europa.eu/consumers/odr>. The Online Dispute Resolution platform is an interactive and multilingual website with comprehensive support for consumers and traders seeking out-of-court resolution of disputes arising from online sales contracts or service contracts (more information is available on the platform's website or on the website of the Office of Competition and Consumer Protection at: https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php).

RIGHT OF WITHDRAWAL FROM THE AGREEMENT

(APPLIES TO DISTANCE SALES CONTRACTS CONCLUDED FROM 25 DECEMBER 2014)

8.1. A consumer who has concluded a distance contract may withdraw from it within 14 calendar days without giving any reason and without incurring any costs, except for the costs specified in point

8.8 of the Terms and Conditions. To meet the withdrawal deadline, it is sufficient to send a statement before its expiration. A statement of withdrawal from the agreement can be made, for example:

- in writing to the address: ul.Grzegórzecka 73A/10, 31-559 Kraków;
- in electronic form via email to: doggyogakrakow@gmail.com.

8.2. A sample withdrawal form is included in Annex 2 to the Consumer Rights Act and is also available on the Internet Store's website in the "Withdrawal from the Agreement" section. The consumer may use the withdrawal form template, but it is not obligatory.

8.3. The withdrawal period begins:

- for an agreement in which the Seller delivers the Product and is obliged to transfer its ownership (e.g., a Sales Agreement) - from the moment the consumer or a third party designated by the consumer, other than the carrier, takes possession of the Product. In the case of an agreement that: (1) covers multiple Products that are delivered separately, in batches, or in parts - from the moment the consumer takes possession of the last Product, batch, or part, or (2) involves the regular delivery of Products for a specified period - from the moment the consumer takes possession of the first of the Products;
- for other agreements - from the date of concluding the agreement.

8.4. In the event of withdrawal from a distance contract, the contract is considered null and void.

8.5. The Seller is obliged to refund all payments made by the consumer, including the cost of delivering the Product (except for additional costs resulting from the consumer's choice of a delivery method other than the cheapest standard delivery method offered by the Online Store), without undue delay and no later than within 14 calendar days from the day of receiving the consumer's statement of withdrawal from the agreement. The Seller will make the refund using the same payment method that the consumer used, unless the consumer explicitly agrees to a different method that does not entail any costs. If the Seller has not offered to collect the Product from the consumer personally, the Seller may withhold the refund until the Product is received back or until the consumer provides proof of its return, whichever occurs earlier.

8.6. The consumer is obliged to return the Product to the Seller or hand it over to a person authorized by the Seller to receive it, without undue delay and no later than within 14 calendar days from the day of withdrawing from the agreement, unless the Seller has offered to collect the Product personally. To meet the deadline, it is sufficient to send the Product back before its expiration. The consumer may return the Product to the following address: ul.Grzegórzecka 73A/10, 31-559 Kraków.

8.7. The consumer is responsible for any diminished value of the Product resulting from its handling beyond what is necessary to establish the nature, characteristics, and functioning of the Product.

8.8. Possible costs related to the consumer's withdrawal from the agreement that the consumer is obligated to bear:

- If the consumer has chosen a delivery method other than the cheapest standard delivery method offered by the Online Store, the Seller is not obliged to refund the additional costs incurred by the consumer.
- The consumer bears the direct costs of returning the Product.

- In the case of a Product that is a service and its performance has commenced at the explicit request of the consumer before the expiration of the withdrawal period, the consumer who exercises the right of withdrawal after making such a request is obliged to pay for the services provided until the moment of withdrawal. The amount payable is calculated as follows: [Provide calculation method].

8.9. The right of withdrawal from a distance contract does not apply to the consumer in relation to agreements:

- for the provision of services if the Seller has fully performed the service with the explicit consent of the consumer, who was informed before the provision that by the Seller's performance, they will lose the right of withdrawal from the agreement; (2) where the price or remuneration depends on fluctuations in the financial market that are beyond the Seller's control and may occur before the expiration of the withdrawal period; (3) for the supply of goods made to the consumer's specifications or clearly personalized; (4) for the supply of goods that are liable to deteriorate rapidly or have a short shelf life; (5) for the supply of sealed goods that are not suitable for return due to health protection or hygiene reasons, and were unsealed after delivery; (6) for the supply of goods that, by their nature, are inseparably mixed with other items after delivery; (7) for the supply of alcoholic beverages whose price was agreed at the time of concluding the Sales Agreement and whose delivery can only take place after 30 days, and whose value depends on fluctuations in the market that are beyond the Seller's control; (8) where the consumer has specifically requested the Seller to visit them for urgent repair or maintenance; if the Seller provides additional services other than those requested by the consumer or supplies goods other than replacement parts necessary for the repair or maintenance, the right of withdrawal from the agreement applies to the additional services or goods; (9) for the supply of audio or video recordings or computer software delivered in a sealed package if the packaging has been opened after delivery; (10) for the supply of newspapers, periodicals, or magazines, with the exception of subscription agreements; (11) concluded through a public auction; (12) for the provision of services in the accommodation, transportation of goods, car rental, catering, services related to leisure, entertainment, sports, or cultural events if the agreement specifies the date or period of service provision; (13) for the supply of digital content that is not stored on a tangible medium if the performance of the service has begun with the explicit consent of the consumer before the expiration of the withdrawal period and after the consumer has been informed by the Seller about the loss of the right of withdrawal from the agreement.

PROVISIONS CONCERNING BUSINESSES

9.1. This section of the Regulations and the provisions contained therein apply exclusively to Customers and Service Recipients who are not consumers.

9.2. The Seller has the right to withdraw from the Sales Agreement concluded with a Customer who is not a consumer within 14 calendar days from the date of its conclusion. Withdrawal from the Sales Agreement in this case may occur without stating a reason and does not give rise to any claims against the Seller on the part of the Customer who is not a consumer.

9.3. In the case of Customers who are not consumers, the Seller has the right to limit the available payment methods, including requiring full or partial prepayment, regardless of the chosen payment method and the conclusion of the Sales Agreement.

9.4. Upon the Seller's delivery of the Product to the carrier, the benefits and burdens associated with the Product, as well as the risk of accidental loss or damage to the Product, pass to the Customer who is not a consumer. In such a case, the Seller is not liable for any loss, shortage, or damage to the Product occurring from the time of acceptance for transport until its delivery to the Customer, as well as for any delay in the shipment.

9.5. If the Product is sent to the Customer who is not a consumer through a carrier, the Customer is obligated to inspect the shipment in the manner and time commonly used for such shipments. If it is found that there is a shortage or damage to the Product during transport, the Customer is obligated to take all necessary actions to determine the carrier's liability.

9.6. Pursuant to Article 558 § 1 of the Civil Code, the Seller's liability for warranty for the Product towards the Customer who is not a consumer is excluded.

9.7. In the case of Service Recipients who are not consumers, the Service Provider may terminate the agreement for the provision of an Electronic Service with immediate effect and without stating the reasons by sending the Service Recipient an appropriate statement.

9.8. The liability of the Service Provider/Seller towards the Service Recipient/Customer who is not a consumer, regardless of its legal basis, is limited - both in terms of a single claim and for all claims in total - to the amount of the paid price and delivery costs under the Sales Agreement, but not exceeding one thousand Polish zlotys. The Service Provider/Seller is liable towards the Service Recipient/Customer who is not a consumer only for typical foreseeable damages at the time of the agreement and is not liable for any lost profits in relation to the Service Recipient/Customer who is not a consumer.

9.9. Any disputes arising between the Seller/Service Provider and the Customer/Service Recipient who is not a consumer shall be submitted to the court competent for the Seller's/Service Provider's registered office.

FINAL PROVISIONS

10.1. Agreements concluded through the Online Store are concluded in the Polish language.

10.2. Amendment of the Regulations:

- The Service Provider reserves the right to amend the Regulations for valid reasons, such as changes in legal regulations, changes in payment methods and delivery methods - to the extent that these changes affect the implementation of the provisions of these Regulations.
- In the case of continuous agreements concluded based on these Regulations (e.g., provision of an Electronic Service - Account), the amended regulations shall bind the Service Recipient if the requirements specified in Article 384 and 384[1] of the Civil Code are met, i.e., if the Service Recipient has been properly notified of the changes and has not terminated the agreement within 14 calendar days from the date of notification. In the event that a change in the Regulations results in the introduction of any new fees or an increase in existing fees, the Service Recipient who is a consumer has the right to withdraw from the agreement.
- In the case of contracts concluded based on these Regulations that are of a nature other than continuous contracts (e.g., Sales Agreement), the changes to the Regulations shall not in any way infringe upon the acquired rights of Service Recipients/Customers who are consumers before the

effective date of the changes to the Regulations, in particular, the changes to the Regulations shall not affect already placed or submitted Orders, as well as concluded, executed, or performed Sales Agreements.

10.3. In matters not regulated in these Regulations, the generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the Act on the provision of electronic services dated 18 July 2002 (Journal of Laws of 2002, No. 144, item 1204, as amended); for Sales Agreements concluded with Customers who are consumers from 25 December 2014 onwards - the provisions of the Act on consumer rights dated 30 May 2014 (Journal of Laws of 2014, item 827, as amended); and other relevant provisions of the generally applicable law.

MODEL WITHDRAWAL FORM

(ANNEX NUMBER 2 TO THE ACT ON CONSUMER RIGHTS)

Model withdrawal form

(this form should be completed and returned only if you wish to withdraw from the contract)

Recipient:

DoggyYoga

Grzegórzecka 73A/10, 31-559 Kraków

www.doggyyoga.pl

I/We() hereby give notice of withdrawal from the sales contract for the following item(s)() / contract for the delivery of the following item(s)() / contract for the performance of the following work() / provision of the following service(*)

Date of conclusion of the contract() / receipt()

Consumer's name(s) and surname

Consumer's address

Consumer's signature(s) (only if this form is submitted in paper format)

Date

(*) Delete as appropriate.