

# CERTIFICATE

DOCUMENT COMPLIANCE WITH LAW



Online store regulations  
<https://droplino.com/>

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## Introduction

Dear Customer, these Terms and Conditions govern the procedure for concluding sales contracts via the aforementioned website, the rules for the performance of these contracts, including delivery, rights and obligations arising from applicable law, and the procedure for withdrawal from the contract and complaints procedure. The Terms and Conditions consist of four main parts:

- a) § 1 to 3 - contain the general provisions of these Terms and Conditions;
- b) § 4 to 7 - describe the process of purchasing Services;

- c) § 8 to 12 - contain regulations related to determining the defect of Services and the right to withdraw from the contract;
- d) § 13 to 14 - contain all other regulations.
- e)
  1. Basic Definitions
  2. Online Store - the store located at this website address. Seller - the owner of the website. The consumer purchases goods/services from the entrepreneur, NIP 9462745561, REGON 529775935, Jakub Nakonieczny
  3. Seller's address – whenever the Terms and Conditions refer to the Seller's address, this shall be understood as the following:
    - a) Registered office: Świętochowskiego 109, Lublin
    - b) Email address: support@droplino.com
  4. Customer – a natural person with full legal capacity, and in cases provided for by generally applicable provisions, also a natural person with limited legal capacity, a legal person, or an organizational unit without legal personality to which the law grants legal capacity, who has entered into or intends to enter into a sales contract.
  5. Consumer – Article 221 of the Civil Code: a natural person entering into a legal transaction with the Seller that is not directly related to their business or professional activity.
  6. Sales Contract – a sales contract for a Product listed on the aforementioned Online Store, concluded or entered into between the Customer and the Seller via the Online Store.
  7. Order – a declaration of intent by the Customer, submitted via the Online Store, specifying: the package, the payment method, and the Customer's email address.
  8. Order Form – an electronic service, a form on an electronic medium available in the Online Store, enabling the placement and fulfillment of an Order, including adding Products to the electronic shopping cart and specifying the terms of the Sales Agreement, including the method of delivery and payment.
  9. Order Processing Time – The time from the start of the conversation with the expert to the provision of the store details.
  10. Prices – Product prices in the online store are fixed at a given time and are not affected by any pricing algorithms, regardless of how the customer accesses the website or what browsers they use. Gender, age, etc., are also irrelevant.
  11. Consumer Rights Act – the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, item 827, as amended). GDPR – Council Regulation (EU) 2016/679 (of 27 April 2016)

## §2 General Provisions

1. The Seller declares that it complies with all required principles of Customer personal data protection, as provided for, among others, by the Personal Data Protection Act (Journal of Laws of 2015, item 2135, as amended, in accordance with the provisions of the GDPR). The Customer consents to the collection, storage, and processing of personal data by the Seller solely for purposes directly related to the performance of the Service/Goods ordered in the Online Store. Detailed conditions for the collection, processing, and protection of personal data by the Seller are specified in the Online Store's "Privacy Policy."
2. The Seller declares that the service complies with the contract, in aspects such as description, type, quantity, quality, completeness, and functionality, and with respect to goods with digital elements, also compatibility, interoperability, and availability of updates; as well as suitability for the specific purpose for which it is required by the consumer, of which the consumer notified the trader no later than at the time of conclusion of the contract and which the trader accepted. Furthermore, the goods must be deemed to be in compliance with the contract.
3. The Seller declares that, due to the entry into force of the European-wide legal regulation (transposing Directive (EU) 2019/2161 into national law) regarding reviews, traders who provide reviews must disclose whether and how it has been ensured that the published reviews come from consumers who have used or purchased the product in question. The measures taken for this purpose must be specifically mentioned.
4. We declare that the reviews posted on our website come from actual customers who have

purchased and used our products. The reviews were posted in accordance with the submitted request after confirming that the goods have been delivered to the customer.

We anticipate the possibility of importing reviews posted in the Google tab in the company listing section. Reviews may also be sourced from Allegro. We promise to complete all formalities and efforts to ensure that the reviews are accurate and truthful, and that any improperly posted reviews will be deleted.

1. Mandatory legal foundations of the above-mentioned regulations:

a) Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernization of Union consumer protection rules, OJ L 328, 18.12.2019, pp. 7–28.

b) Fake online reviews – consumer experiences, based on a survey by PBS Sp. z o.o. commissioned by UOKiK, publication available at: [https://uokik.gov.pl/aktualnosci.php?news\\_id=17411](https://uokik.gov.pl/aktualnosci.php?news_id=17411)

c) Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC, and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ("Unfair Commercial Practices Directive") (OJ L 149, 11.06.2005, pp. 22–39, as amended).

d) Commission Notice – Guidance on the interpretation and application of Directive 2005/29/EC on unfair business-to-consumer commercial practices in the internal market, OJ C 526, 29.12.2021, pp. 1–129.

e) Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L 304, 22.11.2011, pp. 64–88, as amended).

1. By placing an order in the Store, the Customer has the opportunity to read the Terms and Conditions and accept its content by checking the appropriate box in the form. Acceptance of the Terms and Conditions is necessary to complete the order. We inform you that concluding a Sales Agreement via the Internet and accepting the Terms and Conditions entails an obligation to pay for the ordered goods.
2. The Data Controller applies appropriate technical and organizational measures ensuring the protection of personal data, adequate to the risks and categories of data being protected. In particular, data is protected against unauthorized access, collection, processing, loss, alteration, damage, or destruction. The detailed scope of protection is regulated in accordance with the Data Protection Policy (security policy, data protection rules, IT system management instructions).
3. The contact details of the Data Controller can be found in the "Contact" tab on the website.
4. Every person whose data is processed has the right to:
  - a) supervise and control the processing of their personal data, for which the seller maintains a data collection;
  - b) determine who the data controller is, including their address and company name or, in the case of a natural person, their full name and place of residence;

- c) obtain information about the purpose, scope, manner, and time of data processing in that collection;
- d) obtain the content of the data in an understandable form;
- e) know the source from which the data originates, unless the controller is legally bound to maintain confidentiality;
- f) request the supplementation, update, correction, temporary suspension, or deletion of personal data if it is incomplete, outdated, inaccurate, unlawfully collected, or no longer necessary for the purpose it was collected.
5. According to point 9, the Customer has the right to access, correct, or request the deletion of personal data. The Data Controller is obliged to supplement, update, rectify, suspend, or remove data from the collection promptly upon request, unless the procedure for such changes is governed by separate legal provisions.
  6. During the order finalization process, the Customer consents to the collection and processing of their personal data by the Seller, in accordance with the Personal Data Protection Act. Data may only be transferred to third parties if required by law or necessary to fulfill the order.
  7. The Customer using the Seller's services via the online Store is obliged to comply with these Terms and Conditions to the extent necessary to process the order and as long as it does not conflict with applicable laws or principles of social coexistence.
  8. The Seller fulfills orders within Poland and for Consumers in Europe. Orders to other countries can be fulfilled upon prior agreement on delivery terms.
  9. All service prices listed on the online Store website are in Polish currency (PLN) and are gross prices including VAT, customs duties, and other legally mandated charges.
  10. Verification of whether a given activity is of a professional nature will be based on the CEIDG – Central Register and Information on Economic Activity – specifically the PKD codes indicating business activities.
  11. Sole proprietors are entitled to:
    - protection from unlawful contract clauses;
    - warranty for defects in sold goods;
    - recourse claims to prior sellers related to consumer complaint processing;
    - the right to withdraw from a distance or off-premises contract within 14 days.
  12. Consumer provisions under Articles 385(1)–385(3) of the Civil Code (on unlawful contractual terms) apply to natural persons entering into contracts directly related to their business if it is clear that the contract does not have a professional nature for them, especially based on the type of business activity listed in the CEIDG.
  13. Article 385(5) of the Civil Code refers only to unlawful contractual clauses (abusive clauses). As of January 1, 2021, these provisions also apply to sole proprietors. An exemplary list of 23 abusive clauses is provided in Article 385(3) of the Civil Code.
  14. Sole proprietors still cannot use the support of consumer protection institutions such as the District/Municipal Consumer Ombudsman or UOKiK, despite the above-mentioned changes.

### §3 Terms of Service

1. This online store provides services electronically. The condition for entering into a contract is primarily the completion of an online order form to conclude a sales agreement. Entering into the agreement is voluntary.
2. The service contract is concluded electronically by enabling the Customer to fill out the order form. The contract is concluded for a definite period starting when the Customer begins completing the form and ends when the Customer either stops filling it out or submits the completed form to the Seller. The process is organized to ensure every Customer can review the content before making a decision.
3. The service described above is provided free of charge but may require internet access.
4. Orders can be placed 24/7.
5. To finalize the order, the Customer must check the box "I agree to the Terms of Service and Privacy Policy of DigitalMastery" — this is required to conclude the contract.
6. In accordance with Article 8(2) of the GDPR, the administrator will make reasonable efforts, considering available technology, to verify that parental or guardian consent has been obtained for users under the age of 16.
7. Internet access and data transmission costs are borne solely by the Customer, according to their ISP's rates.
8. "Earnings Guarantee or Money Back" applies only if the Customer actively follows the marketing guidance provided by the expert, promoting the store for at least 3 weeks via social media by posting 2–3 times daily about store products. If the above criteria are met and results are not achieved, the Customer may request a refund for one of the three available packages. The request can only be made after receiving the marketing strategy from the expert, which is provided after store delivery.
9. All package features other than store creation and expert contact are carried out upon the Customer's request, not automatically.
10. The expert may suggest optional paid upgrades to enhance store performance. These are voluntary and not covered by the earnings guarantee.

### §4 Terms of Agreement

1. To enter into a valid and binding sales agreement, the Customer selects the package and fills out the order form, specifying necessary data such as quantities and payment method, based on the information provided on the website and in the Terms.
2. Orders may be placed via:
  - a) a form available on the website (shopping cart),
  - b) e-mail (address available on the website).
3. To process the order, the Customer must provide verifiable information. The Store confirms acceptance by sending an email summarizing the order. If data is incomplete or conflicting, the Store will contact the Customer to correct the issue.
4. Upon receiving the confirmation email, the contract is considered concluded.
5. The confirmation email contains all key contract terms: product type, quantity, specifications, total price (in EUR, delivery costs, and discounts).

### §5 Order Fulfillment

1. The Seller processes orders in the order they are received — each one is a priority.
2. Standard processing time is 24h from when all necessary details are agreed with the expert. In the expert's absence, this may extend to 48h.

3. In exceptional cases, if fulfillment within this timeframe is not possible, the Seller will contact the Customer to arrange a new date.

#### §6 Delivery

1. Delivery is made via e-mail and Discord.
2. Services will be executed through Discord, which the Customer accesses using instructions sent to their email.

#### §7 Payment Methods

1. The Seller accepts:
  - Bank transfer (prepayment),
  - Electronic payment via credit card (Visa, MasterCard), BLIK, or online banking through Przelewy24, Stripe.

#### §8 Warranty

1. Delivery under warranty claims is at the Seller's cost.
2. As of January 1, 2023, general statute of limitations apply: 6 years unless otherwise specified, and 3 years for recurring claims or those related to business activity. The term ends on the last day of the calendar year unless shorter than 2 years.
3. The Seller is liable if a defect is found within 2 years from delivery. The minimum complaint period for non-conformity is 2 years.
4. Presumption of non-conformity also lasts 2 years.
5. Defects should be reported via email or by mail. A sample complaint form (Appendix 2) may be used but is not required.
6. The Seller must respond within 14 calendar days. Failure to respond is considered acceptance of the complaint.

#### §9 Right of Withdrawal

1. Under Polish law (Consumer Rights Act of May 30, 2014), the Customer (if a Consumer) has the right to withdraw from a distance contract within 14 days.
2. However, under Article 38(13), no right of withdrawal exists for digital content delivered not on a physical medium if performance has begun with the Consumer's consent and acknowledgment of lost withdrawal rights.
3. Withdrawal restores the original state, and both parties must return what they received.
4. The Customer may use the sample withdrawal form (Appendix 1), but it is optional. A written statement is sufficient.
5. Timely dispatch of the statement before the 14-day deadline is enough to meet the withdrawal deadline.
6. The Seller confirms receipt and informs the Customer of the next steps.
7. Refunds are made within 14 days, using the same payment method unless agreed otherwise.
8. Consumers may be liable for any reduction in value due to usage beyond what is necessary to determine the product's nature, features, and functioning.

9. Withdrawal does not apply to:
- services fully performed with Consumer's prior consent;
  - products whose prices depend on market fluctuations beyond the Seller's control.

### §10 Complaints Procedure

1. A valid complaint must include the Customer's name, address, email, order number, time frame, and details of the issue or discrepancy.
2. For the first complaint, the Consumer may demand repair or replacement. If refused or ineffective, they may request a refund or price reduction.
3. Digital services are also subject to repair. Failing that, the Consumer may seek a price reduction or withdrawal.
4. The Seller must respond within 14 days or the complaint is considered accepted. Response must be in writing or another durable medium (e.g., USB or CD).

### §11 Liability

1. By submitting content, the Customer shares it voluntarily. The Seller is not the provider of such content and disclaims responsibility.
2. The Customer declares:
  - a) they hold the rights to any content they post;
  - b) any personal data or image of third parties is shared lawfully and with consent;
  - c) they allow the Seller to use such content for free;
  - d) they consent to edits or transformations under copyright law.
3. The Customer may not:
  - a) share third-party personal data or images without consent;
  - b) post advertisements or promotions not related to the Store.
4. Upon notification from authorities or third parties, the Seller may modify or remove such content.

### §12 Out-of-Court Complaint Resolution

1. Information about alternative dispute resolution (ADR) methods is available at local consumer offices and websites such as:
2. [uokik.gov.pl/spory\\_konsumenckie.php](https://uokik.gov.pl/spory_konsumenckie.php)
3. [konsument.gov.pl](https://konsument.gov.pl)
4. The Consumer may:
  - a) request mediation via the Voivodeship Trade Inspection,
  - b) submit to the Permanent Consumer Arbitration Court,
  - c) seek help from the Consumer Federation,
  - d) use the European ODR platform: <https://ec.europa.eu/consumers/odr>
5. ADR is voluntary and requires both parties to consent.

### §13 Provisions for Business Clients

1. This section applies only to Clients who are not Consumers.

2. The Seller may withdraw from a contract with a business Client within 14 days without reason or liability.
3. The Seller may immediately terminate services to business Clients without stating a reason.
4. The Seller may restrict payment options or require prepayment.
5. Risk transfers to the Client upon handover to the carrier. The Seller is not liable for damage or loss during transport.
6. Liability for defects (warranty) is excluded under Article 558 §1 of the Civil Code.
7. The Seller's liability is limited to the order value and excludes indirect damages or lost profits.
8. Disputes are resolved in courts relevant to the Seller's registered office.

#### §14 Final Provisions

1. The Store respects all consumer rights under applicable law.
2. If mandatory consumer protection laws provide more favorable terms than this document, they override the Terms.
3. All content on the website is protected by copyright and owned by the Seller. Unauthorized use may lead to legal consequences.
4. Personal data:
  5. is provided voluntarily but required to process orders;
  6. may be corrected, deleted, or transferred;
  7. may be shared with authorities if required by law.
8. Data is processed under Article 6(1)(a) of the GDPR and stored for up to 3 years.
9. Customers can file complaints with the Polish Data Protection Authority (UODO).
10. Data may be processed automatically, including profiling.
11. Changes to the Terms follow Article 384 of the Civil Code. Customers are notified 30 days in advance and may terminate the contract if they disagree.
12. Disputes will be resolved in accordance with Polish law in the court chosen by the Consumer.
13. Attachments are integral parts of the Terms.
14. The contract is in Polish and based on these Terms.

The Terms are always available via the website and can be printed. Commercial use is protected by LEGATO Law Firm.

Effective date: May 26g, 2025

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