

## TERMS AND CONDITIONS

### 1. GENERAL STATEMENTS

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

VAT Identification Number: PL1250887909

REGON 014848216

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

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

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

Contact with us is possible via e-mail: [info@swords24.eu](mailto:info@swords24.eu), contact form: <http://www.swords24.eu/action/contact/>, phone: +48 603-755-634 and fax: 22 776-46-84

### 2. ORDERS

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

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

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

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

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

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

### 3. PRICES, PAYMENT AND DELIVERY

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

b. Delivery cost in each case are indicated in the ordering process.

c. Methods and terms of payment are available in Appendix 1 which is an integral part of this Terms and Conditions.

d. Delivery types and prices are also available in Appendix 1.

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

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

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

- a. The statutory warranty conditions shall apply.
- b. The seller takes responsibility for goods not being in conformity with contract of sale.
- c. The warranty period for the consumer after delivery of new products is 24 month and covers material or production defects.
- d. The warranty does not cover damage caused by normal wear and tear, misuse or negligence.
- e. If the delivered products have obvious material or production defects, which may include transport damage, please complain to us of such defects immediately. At transport damage the damage shall be reported to the carrier as well. On obvious damages they shall be included in a protocol of damage.
- f. In case delivered goods are not in conformity with the contract of sale a customer can make a complaint in writing. Complaint should be made within two months counting from the day the customer noticed the inconformity up to two years after the product has been delivered.

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

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

## **6. PERSONAL DATA PROCESSING**

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

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

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

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

c. Types and scope of services provided electronically by Online Store are as follows:

- conclusion of sales contracts on-line - in the range of products sold by Online Store,
- the ability to track order status,
- the ability to add opinions and comments,
- newsletter - subscribe to a list of recipients is voluntary.

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

- connection to the Internet,
- Web browser that will display on your computer screen hypertext (HTML)
- e-mail client.

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

f. Due to the public nature of the Internet, which is used to provide services, the use of these electronic services may be associated with risks. Current information about the specific risks associated with the use of electronically supplied services is presented in Appendix 3 to these Regulations, which forms an integral part thereof.

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

Cookies are digital files with information, which the webpage leave on your harddrive. This cookie does not identify the specific user but the equipment used by the user, such as computer, smartphone etc. A cookie is not a program and contains no viruses. Cookies are applied to help you use the website, such as when you use your shopping cart. This website uses cookies that usually disappear, when you close down your browser(session cookies). You can disable the use of cookies in your browser, however, this will make it impossible to place an order and severely diminish your use of our website. More information on Cookies is available in Appendix 4 to these Regulations.

## 8. FINAL PROVISIONS

- a. The current regulations are available on the website of the online shop.
- b. Terms and agreements of sale are subject to Polish law.
- c. In the case of amendments to the Regulations, orders placed before changes are based on the provisions of the Rules in force at the date of the order.
- d. This information is intended solely for informational purposes; the original Polish text is legally binding.

### APPENDIX No 1

#### PAYMENT TYPES

We accept PayPal, bank transfer and credit card payments, we do not ship C.O.D.(Cash On Delivery).

You can find bank transfer details in '[Contact us](#)' link at top of screen.

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

Your order should be paid within 14 days.

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

#### SHIPPING COST AND TYPES

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

- Fedex economy - 2-4 business days delivery
- Fedex priority - 1-2 business days delivery
- Priority post - 2-7 business days delivery
- EMS - 2-3 business days delivery

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

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

### APPENDIX No 2

#### PRIVACY POLICY

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

Collection of personal data customers - individuals called `` Klienci Solid-Data`` (Customers Solid-Data) was registered by the Inspector General for Personal Data Protection in Poland under No. 004241/2013

Online Store is entitled to the processing of following customers personal data:

- a) name,
- b) the address of residence or stay,

- c) telephone number,
- d) e-mail address

1. Online Store collects data necessary for the proper processing of orders. The collected data will not be communicated to other parties.
2. Online Shop as administrator of personal data within the meaning of the Act on the Protection of Personal Data may contractually delegate the processing of the collected data to other entities under Art. 31 of. Law on the Protection of Personal Data.
3. Buyers contact information is used to make contact with them when it is necessary (eg. In the case of dealing with complaints).
4. Buyer shall have the right to access their personal data with the possibility of updates or changes.
5. The buyer may submit a request to stop processing the data provided in the form. This termination of the provision of electronic services and the deletion of the account of the Buyer.
6. Online Store is entitled to process Buyers personal data only for the purpose and scope specified in the Terms of Trade.
7. Online Store is entitled to the processing of personal data Buyers, if it is:
  - a) necessary for the proper performance of obligations under the Regulations,
  - b) necessary to establish correctness of settlement between him and the Buyer,
  - c) necessary for the purposes of advertising, market research and the behavior and preferences of customers whose use of that information to improve the quality of services provided by Online Store,
  - d) for processing on the basis of separate laws or agreement.
8. With separate consent of the Buyer, Online Shop may process personal data for marketing purposes and to send on its own behalf informations including newsletters, by means of electronic communication, including e-mail and sms.
9. Online Store uses security measures to protect data from loss, misuse or alteration. Right of access to Buyers personal data are restricted, so that this information would not be in the hands of unauthorized persons. Access to personal data is only granted to a limited number of authorized persons in accordance with the Law on Personal Data Protection and Regulation of the Minister of Internal Affairs and Administration dated. 29 April 2004. On personal data processing documentation and technical and organizational conditions which should be fulfilled by devices and systems used for the processing of personal data.

### APPENDIX No 3

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

1. The possibility of receiving spam, or unsolicited advertising (commercial) transmitted electronically.
2. Malware, which is software that is able to, once you start it, to infect files in the way of themselves, usually without being noticed by the user. Computer viruses can be more or less harmful to the operating system in which they are located, but even in the less serious cases are a waste of RAM, CPU and hard disk space.
3. The presence and operation of Internet worms, or malware capable of self-duplication. E-mail worm is a disruptive network attack that collects all email addresses are located in your program (eg MS Outlook) and then sends hundreds of emails containing the worm as an attachment.
4. Ability to activation spyware, spyware is a software that spies user activities on the Internet, it installs without user knowledge, consent and control.
5. The opportunity to be exposed to cracking or phishing (password fishing) - in the context of computer phishing technique is hacking (cracking), used to gain access to personal and confidential information

- to steal your identity by sending fake emails reminders to appear genuine.
6. Software piracy - a term used by pirates to describe software that has been stripped copy protection and are available on the Internet, where it can be downloaded
  7. Sniffing - illegal interception, other than tolerance within the limits of the concept of cracking and phishing, relies on the use of sniffer - a computer program, whose goal is to capture and analyze any data flowing on the network
  8. The possibility for other persons using the computerized system and / or the telecommunications network of illicit devices which give unauthorized access to protected services
  9. Cryptanalysis, it is to find weaknesses in the cryptographic system, and thus enable it to break or bypass
  10. The opportunity to be exposed to the action of another unwanted or "malicious" software, performing unintended actions by the user, does not fall under the definition of the boundaries of the above, and the ones which are under the names: wabbit, trojan, backdoors, exploits, rootkits, keyloggers, dialers, hoax.

## APPENDIX No 4

### COOKIES POLICY

#### 1. USE OF COOKIES

[WWW.SWORDS24.EU](http://WWW.SWORDS24.EU) online store for the convenience of visitors uses cookies to facilitate the use of the site and for statistical purposes. You can use our website without using cookies mechanism, but it may cause malfunction parts shop functions. Cookies also use the sites to which we refer for example showing multimedia.

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

#### 2. WHAT ARE COOKIES?

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

#### 3. HOW WE USE COOKIES?

Cookies are used by us to maintain a session when the user logs in so we can ensure the comfort and safety of shopping. Cookies are also used in our partner program to identify the order of the commands of our partners. We do not store personal data or other sensitive information using cookies.

#### 4. TYPES OF COOKIES USED

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

#### 5. LIMITING THE COOKIES

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

Google Chrome:

The Settings tab> Show advanced settings.

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

Internet Explorer:

Tools> Internet Options> Privacy

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

Mozilla Firefox:

Tools> Options> Privacy.

Activate the box "Firefox will use custom settings".

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

Opera:

Tool> Preferences> Advanced.

About cookies decides on or off the "Cookies".

Safari:

Preferences> Security.

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