

Terms and Conditions

@Mojaartshop

version valid as of 28th March 2023

The following Terms and Conditions define the principles on which Mojaartshop and the Customer shall conclude agreements for the sale of goods by electronic means of communication through the Mojaartshop Store, as well as the principles of electronic provision of services by Mojaartshop related to the operation of the Store.

I. DEFINITIONS

1. **Customer** - a natural person making purchases with the entrepreneur through the Store and/or for whom Services are provided, not directly related to their business or professional activity, as referred to in Article 22(1) of the Civil Code;
2. **Civil Code** – the Polish Act of 23 April 1964 Civil Code;
3. **Customer Account** - an individual panel for each Customer, launched on their behalf by Mojaartshop, after the Customer has registered in Mojaartshop Store, maintained by Mojaartshop;
4. **Contact Form** – the form available on the Website enabling the Customer to send an inquiry or other message to Mojaartshop;
5. **Newsletter** - information in the form of an e-mail sent periodically by Mojaartshop via e-mail to the e-mail address provided by the Customer, containing Mojaartshop's commercial information, in particular concerning Mojaartshop's offer, new products, promotions;
6. **Privacy Policy** - a document containing the principles of personal data processing applicable in Mojaartshop;
7. **Order Confirmation** - an e-mail message sent by Mojaartshop to the Customer after submitting the Order, in which Mojaartshop confirms the receipt of the Order;
8. **Product** - product presented in the Store;
9. **Data Storage** - service provided by Mojaartshop consisting in storing the Customer's data on dedicated servers of Mojaartshop;
10. **Terms and Conditions** – this document;
11. **Store** - Internet service available at www.mojaartshop.com, through which the Customer may in particular place Orders;
12. **Mojaartshop** - Suchandra Bose, conducting business activity under the name Suchandra Bose @Mojaartshop, entered in the central register and information on business activity in Poland (CEIDG), holding NIP (tax identification number): 9452246187 and REGON number: 389496034;
13. **Information and Communication System** - a set of cooperating IT devices and software, ensuring the processing and storage, as well as sending and receiving data through telecommunication networks by means of a terminal device appropriate for a given type of network, within the meaning of the Telecommunications Law;
14. **Sales Agreement** - an agreement for the sale of Products within the meaning of the Civil Code, concluded through the Store between the Customer and Mojaartshop;
15. **Services Agreement** - agreement for the provision of services electronically (Customer Account, Data Storage, Contact Form, Newsletter) concluded remotely, under these Terms and Conditions, between the Customer and Mojaartshop;
16. **Services** - jointly the Customer Account, Data Storage, Contact Form and Newsletter services;
17. **Consumer Rights Act** – the Polish Act of 30 May 2014 on consumer rights;

18. **Act on the provision of electronic services** - the Polish Act of 18 July 2002 on the provision of electronic services;
19. **Order** - Customer's declaration of will, aiming directly at the conclusion of the Sales Agreement, specifying in particular the type and number of ordered Products;
20. **Telecommunications Law** – the Polish Act of 16 July 2004 Telecommunications Law;
21. **Website** - the page available at the www.mojaartshop.com address where the Store is operated and the Services are provided.

II. CONTACT DETAILS

You can contact Mojaartshop:

- in writing to the address: ul. Żabiniec 83/46, 31-215 Kraków,
- or electronically by writing to the e-mail address: info@mojaartshop.com,
- [phone number](tel:+48451128771): +48 451 128 771

III. INFORMATION ABOUT THE STORE

1. Mojaartshop via the Store sales Products in Poland and abroad, to the following countries:
 - a) all countries of the European Union,
 - b) Australia,
 - c) Bangladesh,
 - d) Canada,
 - e) India,
 - f) Indonesia,
 - g) Japan,
 - h) Myanmar,
 - i) New Zealand,
 - j) Sri Lanka,
 - k) Singapore,
 - l) Switzerland,
 - m) United Kingdom,
 - n) United States of America,
 - o) Vietnam
2. Viewing the Products in the Store does not require registration.
3. Announcements, advertisements, price lists and other information contained in the Store do not constitute an offer within the meaning of the Civil Code, but are only an invitation to contract (Article 71 of the Civil Code).

IV. TECHNICAL REQUIREMENTS FOR USE OF THE STORE AND RISKS

1. To view the Store, including browsing the Store's Products range, it is necessary to have a terminal device with Internet access and a web browser such as Internet Explorer, Microsoft Edge, Google Chrome, Mozilla Firefox, Opera or Safari in the current version.
2. To use the Store (creating a Customer Account, placing Orders) it is necessary to meet the following technical requirements:
 - a) possession of a device enabling connection to the Internet,
 - b) active connection of the aforementioned device with the Internet,
 - c) having an active and properly configured e-mail account,

- d) having a web browser installed (Mozilla Firefox, Google Chrome, Opera, Microsoft Edge, Safari, etc.),
 - e) enabled JavaScript service.
- 3. Technical conditions of use of the Store are important for the proper functioning of the Store, the way it is displayed, as well as for the security of data transmitted.
- 4. Particular risks associated with the use of the Store is the possibility of unauthorized persons to gain access to data transmitted over the network or stored on devices connected to the network and interfere with this data, which may cause, in particular, their loss, unauthorized change or prevent use of the Store.
- 5. Mojaartshop may introduce into the Information and Communication System, which is used by the Customer using the Store additional software or data that are not a component of the Store content, i.e. it may use cookies other than strictly necessary if the Customer agrees to it in advance.
- 6. The Customer should install operating system updates in accordance with the recommendations of the manufacturer of the device and the manufacturer of the operating system. Failure to update the operating system can lead to a decrease in the level of security of use of the Store.
- 7. In connection with the use of the Store Customer is obliged to:
 - a) not to provide and not to transmit content which is prohibited by law, e.g. content which promotes violence, defames or violates personal rights and other rights of third parties,
 - b) use the Store in a way that does not interfere with its functioning,
 - c) not to undertake actions such as sending or placing unsolicited commercial information (spam) within the scope of the Store,
 - d) use the Store in a manner not burdensome for other Customers and Mojaartshop,
 - e) use any content and materials placed in the Store with respect for copyright and other intellectual property rights,
 - f) use the Store in a manner compliant with the provisions of the laws in force in Poland, with the provisions of the Terms and Conditions, as well as with the general principles of using the Internet.

V. SALES AGREEMENT, PRICES

- 1. In connection with the conclusion of a Sales Agreement Mojaartshop is obliged, in particular, to provide the Customer with Products ordered by the Customer and transfer their ownership to the Customer, and the Customer to pay the price and collect the Products.
- 2. The Customer is obliged, before placing an Order, to read the specification of the ordered Products (Mojaartshop's Product information) contained in the Store, and then to comply with the conditions indicated in the specification for storage and use of the Products.
- 3. The photos of the Products in some cases may differ slightly from the actual appearance of the Product, in particular due to individual settings of the Customer's computer (which affects, for example, the differences in colours, proportions, saturation and other similar parameters that affect the perception of the presented Product by the Customer). However, this does not affect the properties of the Product described in the Store.
- 4. All prices presented in the Store are given in Polish Złoty (PLN).
- 5. Prices quoted in the shop are gross amounts (they include VAT).
- 6. Mojaartshop reserves the right to change prices of products presented in the Store, the introduction of new Products for sale and withdrawal of Products from the Store, provided

that these changes do not affect the rights of those who have ordered before the aforementioned changes.

7. Product price does not include delivery costs, which depend on the method chosen by the Customer of delivery of the Product to the Customer, the value and size of the Order, as well as the country of delivery. Delivery costs will be given to the Customer at the stage of placing the Order.
8. Mojaartshop may carry out promotional actions and sales under separately specified rules.

VI. PLACING ORDERS, CONCLUDING SALES AGREEMENTS, PAYMENTS

1. Orders are placed using a shopping cart and can be placed 24 hours a day, 7 days a week, with the exception of any periods of technical interruption specified in the information message on the Website. Placing an Order is made by taking the next technical steps on the basis of messages displayed to the Customer and information available on the Website.
2. Placing an Order is possible without registering a Customer Account.
3. Payment for the ordered Products takes place in the form of 100% prepayment. Prepayment is made using the following payment method:
 - a) online transfer
 - b) The day of payment is considered the day of crediting the account of Mojaartshop (i.e. the date on which the funds are received in the account of Mojaartshop).
 - c) Failure to make payment by the Customer within 3 working days of receipt by the Customer of the Order Confirmation will be considered as cancellation of the Order, of which the Customer will be informed by e-mail.
 - d) Sending the Order by the Customer constitutes a statement of intent to conclude with Mojaartshop a Sales Agreement of the ordered Products, in accordance with the content of the Terms and Conditions and legal provisions.
 - e) Information provided by the Customer, enabling the execution of the Order, should be truthful, complete, current and accurate. Providing false, outdated or inaccurate data may prevent the execution of the Order.
 - f) After placing an Order, Mojaartshop within 3 working days sends to the Customer an Order Confirmation or information about the impossibility of its implementation. The Sales Agreement is concluded when the Customer receives the Order Confirmation and make payment for the Order.
 - g) After sending the Order Confirmation and after the payment is credited to the Store's bank account the Order is transferred for execution.
 - h) For each Order a VAT invoice is issued and delivered to the Customer together with the ordered Products. All issued VAT invoices will also be available in the Customer Account.

VII. IMPLEMENTATION OF ORDERS

1. The estimated time of completion of the Order (i.e. completion of the Order, preparation of the ordered Products for shipment and shipment of the ordered Products to the Customer) for a given Product shall be specified in its description in the Store.
2. If it is not possible to carry out the Order within the period specified in the Product's description, Mojaartshop shall specify the Order completion period by e-mail. The period for completion of the Order is given in working days, i.e. days from Monday to Friday, excluding public holidays in Poland.

3. If the Customer does not agree to the extended term of the Order, he will be entitled to cancel the Order (withdraw from the Sales Agreement) within 3 days from the date of receiving information on the term of the Order. A statement of cancellation of the Order should be sent by e-mail to Mojaartshop.
4. Order processing time does not include delivery time, i.e. the time necessary for the delivery of the ordered Products to the Customer, which depends on the form of shipment chosen by the Customer, the actions of the carrier and the shipping destination. There are two methods of shipping:
 - a) Regular: Usually takes up to a month to reach the Customer, depending on the destination,
 - b) Priority: Usually reaches the Customer in 12-15 business days, depending on the destination.
5. An Order for Products with different lead times is sent after the completion of the entire Order, i.e. after the lapse of the longest of the specified lead times - unless the parties agree otherwise in documentary form under pain of invalidity.
6. Mojaartshop is not responsible for undelivered ordered Products or delay in delivery caused by incorrect or inaccurate address given by the Customer.

VIII. PACKAGING AND DELIVERY

1. Original artwork/print up to A3 are sent in flat files/packs, secured safely in between strong cardboards.
2. Sizes A2 and above and canvases are sent in sturdy tubes securely packed.
3. Mojaartshop usually uses old cardboard boxes, wrapping papers and corner protectors to ensure that the ordered artwork is well protected against any possible damage.
4. Delivery of the Products is carried out by courier companies.
5. Unless Mojaartshop indicates otherwise on the Website or when placing an Order, the cost of delivery of ordered Products is borne by the Customer. The Customer is also responsible for paying for any additional duty/taxes/fees.
6. Information about the costs of delivery of packages with the Products to the Customer will be each time indicated in the shopping cart before placing the Order by the Customer.
7. Currently available methods of delivery and their costs are described in detail on the Website.
8. Ordered Products are delivered to the address indicated by the Customer in the Order.
9. On the day of dispatch of the Products to the Customer, information confirming the dispatch by Mojaartshop is sent to the Customer's e-mail address.

IX. CUSTOMER ACCOUNT SERVICE AND CUSTOMER DATA STORAGE SERVICE

1. Mojaartshop provides free of charge to Customers Services closely related to the operation of the Store, namely:
 - a) the Customer Account maintenance,
 - b) the Data Storage service.
2. The abovementioned Services are related Services, carried out jointly.
3. The above Services are provided 7 days a week, 24 hours a day, excluding any periods of technical interruption specified in an information message on the Website.
4. The contract for the provision of the above Services is concluded between Mojaartshop and the Customer at the time of registration of a Customer Account.

5. Customer Account and Data Storage Services are available after the registration of a Customer Account under the terms described in the Terms and Conditions. The Customer Account Service shall consist of a dedicated panel made available to the Customer, enabling the Customer to modify the data provided during registration, to access and use the Customer's data when placing Orders, as well as to access the history of Orders and billing documents. The Data Storage Service consists of storing on the Mojaartshop's dedicated server the data entered by the Customer during registration for the Customer Account, with any subsequent modifications, as well as other information and documents relating to the Sales Agreements concluded by the Customer.
6. Registration of a Customer Account is free of charge and voluntary, and is not necessary for placing Orders.
7. The Customer Account registration procedure is carried out by filling in a dedicated form, including the Customer's e-mail address and password.
8. Once the registration form is completed and the prospective Customer has submitted an application, Mojaartshop creates a Customer Account. Mojaartshop then sends an email to the Customer at the email address indicated during registration with instructions to activate the Customer's Account. Upon activation of the Customer's Account, the registration is completed.
9. The above Services are provided for an indefinite period of time. The Customer may at any time submit a request to Mojaartshop to delete the Customer Account and to cease providing the above-mentioned Services to the Customer (i.e. to terminate the agreements) by sending a statement to Mojaartshop e-mail address or correspondence address. In this case, the Customer Account and all Customer data contained in the Customer Account shall be irretrievably deleted within 14 days of the request. In this case, however, Mojaartshop will not remove other personal data regarding the Customer which it is obliged or entitled to continue to store in the cases described in the Privacy Policy.
10. Mojaartshop shall be entitled to block access to the Customer's Account if the Customer acts to the detriment of Mojaartshop or other Customers, if the Customer violates the provisions of the law or the provisions of the Terms and Conditions, and also if blocking access to the Client's Account is justified by security reasons - in particular, the Customer's hacking of the Mojaartshop's system security or other hacking activities. Blocking access to the Customer's Account for the aforementioned reasons lasts for the period necessary to resolve the issue which constitutes the basis for blocking access to the Customer's Account. Mojaartshop informs the Customer that access to the Customer's Account has been blocked.
11. Mojaartshop is entitled to terminate the Service Agreements upon 7 days' notice, and consequently to delete the Customer's Account upon the expiry of the notice period, in the event that:
 - a) the Customer commits the actions indicated in paragraph IX.10 above or. XII.3,
 - b) the Customer does not log on to the Customer's Account for a period exceeding 3 years,
 - c) planned discontinuation of the Services by Mojaartshop, in particular in connection with discontinuation of the Store,
 - d) violation by the Customer of provisions of the Terms and Conditions or the law other than those specified in letter a), if these violations are not removed by the Customer within the period specified by Mojaartshop, not less than 7 days.

X. CONTACT FORM

1. The Contact Form enables to send inquiries or other messages to Mojaartshop via Website.
2. Sending a message via the Contact Form requires to fulfil all the fields marked with an asterisk (obligatory fields), to confirm acceptance of the Terms and Conditions, to write a content of a message and to click the „Send” button.
3. After fulfilling all the requirements referred to in the section X.2. above, at the moment of clicking the „Send” button the Customer agrees to immediate start of the provision of Services via the Contact Form.
4. Mojaartshop shall respond to a Customer’s message within the shortest possible time, not later than after 5 working days.

XI. NEWSLETTER

1. Mojaartshop may provide Customers electronically free of charge Newsletter Service consisting of sending Customers, to the email address provided by them, email messages containing Mojaartshop’s commercial information, i.e. information about the Store, Products and other activities of Mojaartshop, in particular promotions, information about new Products.
2. In order to use the Newsletter Service, the Customer shall agree to receive it upon registration of the Customer Account or placing the Order or in any other dedicated form provided on the Website.
3. Subscribing to the Newsletter shall be tantamount to expressing consent to Mojaartshop sending commercial information to the Customer at the e-mail address provided by them pursuant to the Act on the provision of electronic services, as well as to expressing consent to the use of telecommunications terminal equipment and automatic calling systems for direct marketing purposes pursuant to Art. 172 § 1 of the Telecommunications Law.
4. The Customer shall immediately receive by email information about signing up for the Newsletter, together with a link to confirm subscription for the Newsletter. The moment the Newsletter subscription service is confirmed an agreement on Newsletter service provision shall be entered into electronically.
5. Each Newsletter shall include in particular: information about the sender, filled in "subject" field, defining the content of the message and information on the possibility and manner of resignation from the Newsletter Service free of charge.
6. The Newsletter Service shall be provided for an indefinite period of time. The Customer may at any time resign from receiving the Newsletter by unsubscribing, in particular via a link in each email sent under the Newsletter Service.

XII. TECHNICAL CONDITIONS FOR USE OF THE SERVICES AND RISKS

1. The technical requirements to use the Services are as follows:
 - a) possession of a device capable of connecting to the Internet,
 - b) active connection of the aforementioned device with the Internet,
 - c) having an active and properly configured e-mail account,
 - d) having a web browser installed (Mozilla Firefox, Google Chrome, Opera, Microsoft Edge, Safari, etc.),
 - e) JavaScript service enabled.

2. Mojaartshop may introduce into the Information and Communication System, which is used by the Customer using the Website and the Services additional software or data that are not a component of the Services content, i.e. it may use cookies other than strictly necessary if the Customer agrees to it in advance.
3. Mojaartshop is not obliged to check the transmitted, stored or made available content that has been entered by the Client into Mojaartshop's Information and Communication System. If Mojaartshop obtains reliable information or official notification of the unlawful nature of such content or related activities, Mojaartshop may remove such content and/or suspend the Customer's access to the Services provided. In such a case, Mojaartshop shall not be liable for the removal of the content referred to in this paragraph or for the suspension of access to the Services under this paragraph.
4. Mojaartshop reserves the right to carry out necessary maintenance work on the Information and Communication System, which may cause temporary difficulties or prevent the Customer from using the Services.
5. In special cases affecting the security or stability of the Information and Communication System, Mojaartshop has the right to temporarily discontinue or limit the provision of Services, without prior notice and carry out maintenance work to restore the security and stability of the Information and Communication System.
6. The use of Services provided electronically is associated with the risk of infecting the Information and Communication System by unwanted software, including software whose sole purpose is to cause damage. In order to avoid risks associated with unwanted infection of the Information and Communication System, it is recommended to install anti-virus software on the computer used by the Customer. It is recommended that the anti-virus software be continuously updated as soon as installable updates become available. In addition, it is recommended that the Customer have a firewall running on the computer. In addition to the threats arising from the infection of the Information and Communication System, possible threats also include attacks by hackers. Mojaartshop declares that it uses security measures to prevent or significantly hinder hacking into the Mojaartshop's system.

XIII. WITHDRAWAL FROM THE CONTRACT

1. The Customer has the right to withdraw from the Sales Agreement and Services Agreement, without giving reasons and without incurring costs, referred to in the Consumer Rights Act, within a period of 14 days calculated:
 - a) in the case of a Sales Agreement - from the day of delivery of the ordered Products to the Customer,
 - b) in the case of the Services Agreements - from the date of conclusion of these contracts.
2. After the expiry of the time limits referred to in paragraph XIII.1, the right of withdrawal without giving any reason expires.
3. In order to exercise the right to withdraw, the Customer shall submit a statement to this effect in writing to the Mojaartshop's address: ul. Żabiniec 83/46, 31-215 Kraków or by e-mail to: info@mojaartshop.com.
4. The Customer can use the withdrawal form, which is attached as Attachment No. 1 to these Terms and Conditions; a specimen form is also attached as Attachment No. 2 of the Consumer Rights Act. Using the form is not obligatory.
5. To meet the deadline specified in paragraph XIII.1 it is enough to send your statement of withdrawal before its expiry. If a declaration of withdrawal is made electronically, the

Customer shall receive an immediate confirmation of receipt of the declaration of withdrawal.

6. In connection with the withdrawal from the Sales Agreement, the Customer is obliged to return the purchased Products to Mojaartshop. The Customer is responsible for any reduction in the value of the Products resulting from using them in a manner beyond that necessary to determine their nature, characteristics and operation.
7. Return of the Products should take place immediately, but not later than within 14 days from the date of withdrawal from the contract. To meet the deadline it is sufficient to send back the items before its expiry. Products should be returned to the address: ul. Żabiniec 83/46, 31-215 Kraków.
8. The direct costs of returning the items are borne by the Customer. The Customer is asked to use such a method of packaging of the returned Products that will allow to protect the package in a manner appropriate to its type - for example, against damage during transport. If the item is not returned in its original condition, the Customer is responsible for any loss in value.
9. Mojaartshop will refund to the Customer all payments made by the Customer, including the costs of delivery of the items, using the same method of payment used by the Customer, immediately, but no later than 14 days from the date of receipt of the notice of withdrawal from the contract. However, in the event that the withdrawal relates to the Sales Agreement, Mojaartshop may withhold the reimbursement of payments received from the Customer until receipt of the returned Products back or until the Customer provides proof of their return, whichever event occurs first. The Customer shall not incur any fees in connection with the return of the payment.
10. If the Customer has chosen a method of delivery other than the cheapest usual delivery method offered by the Store, Mojaartshop is not obliged to reimburse the Customer the additional costs incurred by him.
11. Withdrawal from the Sales Agreement can apply to the entire Order or only some of the ordered Products. In the case of withdrawal from the Sales Agreement with respect to only a part of the Order, delivery costs are reimbursed in the part which remains in causal relation to the Products covered by the withdrawal from the Sales Agreement (i.e. in particular if the order of the Products covered by the withdrawal from the Sales Agreement resulted in an increase in delivery costs, the amount equal to these additional costs is reimbursed, and if the cost of delivery of the Order without the Products concerned by the withdrawal would be the same as the cost of delivery of the Order with these Products, delivery costs will not be reimbursed).
12. If the Customer makes a declaration of withdrawal from the Sales Agreement before the Order Confirmation is sent to the Customer, the offer to purchase shall cease to be binding.
13. The right to withdraw from the Sales Agreement **does not apply** in situations referred to in Article 38 of the Consumer Rights Act, i.e. especially in relation to agreements:
 - a) for the provision of services, where the entrepreneur has performed the service in full with the express consent of the consumer, who was informed before the provision of the service by the entrepreneur that after the performance of the service by the entrepreneur will lose the right to withdraw from the contract;
 - b) in which the subject of the performance is a non-reproduced item, produced to the consumer's specification or serving to satisfy his individual needs (**that is when Mojaartshop creates a work on your individual order**);
 - c) in which the object of performance is a perishable item or an item with a short shelf life;

- d) for the supply of digital content which is not recorded on a tangible medium if the performance has begun with the consumer's express consent before the expiry of the withdrawal period and after the trader has informed the consumer of the loss of the right to withdraw from the contract.

XIV. NON-CONFORMITY OF GOODS WITH THE CONTRACT

1. Mojaartshop shall be liable for the lack of compliance of the Product with the Sales Agreement existing at the moment of its delivery and disclosed within two years from that moment, unless the Product's expiry date as specified by Mojaartshop is longer. Any lack of conformity of the Product with the Sales Agreement which became apparent before the expiry of two years from the time of delivery of the Product shall be presumed to have existed at the time of delivery unless the contrary is proved or the presumption cannot be reconciled with the specific nature of the Product or the nature of the lack of conformity of the Product with the Sales Agreement.
2. If the Product is inconsistent with the Sales Agreement, the Customer may request its repair or replacement.
3. Mojaartshop shall repair or replace the Product within a reasonable time from the moment it was informed by the Customer of the Product's non-conformity with the Sales Agreement. The costs of repair or replacement, including in particular the costs of postage, transport, labour and materials, shall be borne by Mojaartshop.
4. The Customer shall make the Product to be repaired or replaced available to Mojaartshop. Mojaartshop shall collect the Product from the Customer at its own expense.
5. If the Product has been installed before the non-conformity of the Product with the Sales Agreement becomes apparent, Mojaartshop shall disassemble the Product and reassemble it after repair or replacement or have these activities performed at its expense.
6. If the Product is not in conformity with the Sales Agreement, the Customer may make a declaration to reduce the price or withdraw from the Sales Agreement when:
 - a) Mojaartshop refused to bring the Product into conformity with the Sales Agreement, citing the impossibility or excessive costs of repair or replacement,
 - b) Mojaartshop has failed to bring the Product into conformity with the Sales Agreement in accordance with section 3 above;
 - c) the Product's non-conformity with the Sales Agreement continues even though Mojaartshop has attempted to bring the Product into conformity with the Sales Agreement;
 - d) the lack of conformity of the Product with the Sales Agreement is so significant that it justifies a reduction of the price or withdrawal from the Sales Agreement without first resorting to the means of protection set out in paragraph 2;
 - e) it is clear from Mojaartshop's statement or circumstances that it will not bring the Product into conformity with the Sales Agreement within a reasonable time or without undue inconvenience for the Customer.
7. The reduced price must remain in such proportion to the price under the Sales Agreement as the value of the Product not in conformity with the Sales Agreement remains to the value of the Product in conformity with the Sales Agreement.
8. Mojaartshop shall return the amounts due to the Customer as a result of exercising the right to reduce the price immediately, but no later than within 14 days from the date of receipt of the Customer's statement on price reduction.

9. The Customer may not withdraw from the Sales Agreement if the lack of conformity of the Product with the Sales Agreement is insignificant.
10. If the lack of conformity with the Sales Agreement relates only to some of the Products delivered under the Sales Agreement, the Customer may withdraw from the Sales Agreement only with respect to those Products and also with respect to other Products purchased by the Customer together with the Products not conforming to the Sales Agreement, if the Customer cannot reasonably be expected to agree to keep only the Products conforming to the Sales Agreement.
11. In the event of withdrawal from the Sales Agreement, the Customer shall immediately return the Product to Mojaartshop at its expense. Mojaartshop shall return the price to the Customer immediately, no later than within 14 days from the date of receipt of the Product or proof of its return.
12. Mojaartshop shall refund the price using the same method of payment used by the Customer, unless the Customer has expressly agreed a different method of return that does not involve any costs for the Customer.
13. In order to exercise the rights set out in this paragraph, the Customer shall submit a complaint in writing to Mojaartshop at the address: ul. Żabiniec 83/46, 31-215 Kraków or electronically to the e-mail address: info@mojaartshop.com. The complaint should contain: the Customer's contact details (name, surname, correspondence or e-mail address), indication of the reason for the complaint and what the Customer demands in connection with the complaint, as well as the date of the Order and specification of the Products under complaint.
14. Mojaartshop shall consider complaints and provide the Customer with a reply within 14 days, unless otherwise provided by separate regulations.
15. Complaints shall be considered on the basis of the provisions of these Regulations and the provisions of the law commonly applicable in Poland.
16. When making the declaration of withdrawal from the Sales Agreement, the Customer may use the form of withdrawal from the agreement, which constitutes Attachment No. 1 to these Terms and Conditions; the form of withdrawal constitutes moreover Attachment No. 2 of the Act on Consumer Rights; use of the form is not obligatory.

XV. COPYRIGHTS

Pictures and content available in the Store and on the Website are protected as works within the meaning of the Act on Copyright and Related Rights of 4 February 1994.

XVI. PERSONAL DATA

Principles of personal data processing by Mojaartshop are regulated in the Privacy Policy.

XVII. FINAL PROVISIONS

1. Terms and Conditions are available on the Website in a manner that allows you to view, download, record and print it.
2. The law applicable to the Sales Agreement and the Services Agreement is Polish law, with the provision that the choice of Polish law is without prejudice to the protection afforded to consumers by mandatory laws of the country of their habitual residence.
3. In matters not covered by these Terms and Conditions, the following shall apply in particular:
 - a) the Consumer Rights Act,
 - b) the Act on the provision of electronic services,

- c) the Civil Code.
4. Mojaartshop shall be entitled to amend these Terms and Conditions for important reasons, in particular such as:
 - a) change in the legal status requiring amendments to the Terms and Conditions,
 - b) changes in the functioning of the Store,
 - c) correction of errors and mistakes in the Terms and Conditions.
 5. The Customer, who has already concluded a contract with Mojaartshop for the provision of Services, will be informed of changes to the Terms and Conditions by an email sent to the email address provided when registering the Customer Account. If the Customer does not agree with the changes to the Terms and Conditions, he/she shall be entitled to terminate the Services Agreement (request removal of the Customer Account) within 14 days of receiving information about the change to the Terms and Conditions, and the changed provisions of the Terms and Conditions shall not apply to them.
 6. The change of the Terms and Conditions does not apply to Sales Agreements, in which Orders were placed before the change of the Terms and Conditions came into effect.
 7. Services Agreements concluded after the date indicated as the effective date of a given version of the Terms and Conditions shall be governed by the Terms and Conditions in the amended version.
 8. Sales Agreements in which Orders were placed after the date indicated as the effective date of the given version of the Terms and Conditions shall be governed by the Terms and Conditions in their amended version.
 9. Due to technical reasons or malfunctions, temporary difficulties in using the Website and the Store or their temporary unavailability may occur.
 10. The Website may contain references and links to other websites and other internet services. By using such a reference or link, the Customer goes to a website belonging to another entity being liable for the content posted thereon, as well as for the processing of personal data of persons visiting the website.
 11. All disputes or claims related to the use of the Services and to the Sales Agreements shall be settled by a court of law in the Republic of Poland, and the law applicable to the Terms and Conditions is Polish law, unless otherwise stipulated by mandatory provisions of law.
 12. None of the provisions of the Terms and Conditions limit the consumer's rights under the applicable law.
 13. Pursuant to the Regulation (EU) No 524/2013 of the European Parliament and of the Council of May 21, 2013 on the online consumer dispute resolution system and amendments to the Regulation (EC) No 2006/2004 and the Directive 2009/22/EC (Regulation on the ODR in consumer disputes), the Customer may file a complaint to resolve any dispute with Mojaartshop, via the ODR online platform (the platform is available at the <https://ec.europa.eu/consumers/odr/>).

Attachment No. 1

Model withdrawal form

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

.....

Place, date

.....

Name of the Customer(s)

.....

Address of the Customer(s)

.....

Email address

.....

Phone number(s)

.....

Suchandra Bose @Mojaartshop

ul. Żabiniec 83/46

31-215 Kraków

Poland

Declaration of withdrawal

I/We(*) the undersigned(*) hereby give notice(*) of my/our(*) withdrawal from the Agreement concerning

.....
.....

concluded onOption A(*)

I/We declare that the payment is to be reimbursed using the same means of payment as I/we used(*) in concluding the aforementioned Contract.

Option B(*)

I/We declare(*) that I/We wish(*) the payment to be refunded to the following bank account number:

.....

Signature(s)

(*) Delete where not applicable

Option A is used if the customer does not choose option B. It follows from Article 32(2), Article 43e(7) or Article 43o(7) of the Consumer Rights Act of 30 May 2014.

Option B is used when the Customer chooses this option and enters the bank account number referred to therein. The choice of this option is VOLUNTARY, is an entitlement and not an obligation of the Customer and constitutes the express consent referred to in the provisions referred to in the description of Option A.