

Regulations

I GENERAL PROVISIONS

1.1 The Online Shop golub.business which is operating as golub.business (hereinafter referred as: Shop) is run by: Foundation for Entrepreneurship Development "Twój StartUp" with its registered office in Warsaw (registered address: Żurawia 6/12, 766, 00-503 Warsaw, correspondence address: Al. Jerozolimskie 123A, Atlas Tower 18 floor, 02-017 Warsaw) entered in the Register of Entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under number 0000442857, NIP: 5213641211, REGON: 146433467, hereinafter referred

as:

Foundation

The warehouse, the shipping of goods and receipt of returns and complaints is carried out by the organized part of the Foundation which is named golub.business address: Strzezhow, Osiedlowa, 5/14.

1.2 These regulations define the terms of use of the Shop, the terms and conditions of placing orders for products available in the Shop, the time and rules of order processing, conditions and forms of payment, the Customer's right to cancel an order and terminate a contract and the rules for filing and handling complaints.

1.3. The Shop runs retail sales through a website using distance communication means. To use the Shop there is a condition of being at least 18 years age and:

- Having an access to the Internet;
- Owning an email address;
- Installing the latest version of web browser;
- Enabled javascript support;
- Installing the Flash Player plugin;
- Accepting cookies.

1.4. The customer is entitled and obliged to use the Shop in accordance with its purpose and rules of social coexistence and good morals.

1.5. The Customer is obliged to abstain from any activity that could affect the proper functioning of the Shop, including in particular any interference with the contents of the Shop or its technical features and the provision of unlawful content. It is forbidden to use for purposes other than its intended use, including, in particular, the distribution of spam, the conduct of any commercial, advertising, promotional, political etc. activity on the website of the Shop.

1.6. The Shop is not liable for any interruption, including interruption in operation due to force majeure, unauthorized acts of third parties or incompatibility of the Shop with Customer's technical infrastructure.

1.7. Reviewing the product assortment of the Shop does not require registration and placing orders by the Customer on products included in the store's assortment does not require registration.

1.8. The buyer at the latest at the time of placing the order is obliged to familiarize himself with the Regulations and by ordering confirms that he was acquainted with them.

II CONDITIONS AND TIME OF THE EXECUTION OF THE ORDER

2.1. All advertisements, pricelists and other information posted on the Shop's website do not constitute an offer within the meaning of the Civil Code but an invitation to enter into a contract (Article 71 of the Civil Code Act of 17 February 2016) (Dz.U. z 2016 r. 380)

2.2. The customer submits the order indicating the products he is interested in, selecting the "To Cart" on the product page and then indicating in the Cart how he would like to receive the products and pay and confirms the order.

- Adding and removing products and selecting their quantity;
- Indicating of the address for which the product will be provided and the informations necessary for issuing the invoice;
- Choosing the delivery methods (InPost parcel, courier, Poczta Polska);
- Choosing the payment method (online transfer, payment by Visa, Visa Electron, MasterCard MasterCard, maestro, cash on delivery);
- Adding a discount code.

2.4. In the case of reasonable suspicion that the Customer has given untrue information, the Shop reserves the right to waive the execution of the order by notifying the Customer.

2.5. The shipment of the purchased goods is made within 1 business days which is calculated from the date of placing the order (if the form of payment for cash on delivery was chosen) or from the moment of payment confirmation in the Shop's account.

2.6 The purchased goods are shipped in envelopes or cartons that do not have any markings suggesting the contents of the shipment and are transmitted by a neutral sender whose name is not related to the industry.

2.7. Electronic orders can be made 24 hours a day throughout the year. Orders placed on Saturdays, Sundays and public holidays will not be considered until the next business day.

2.8. The shop reserves the right to temporarily suspend its activities for maintenance, development and modernization purposes.

2.9. In the event that the Customer selects payment method in the form of intermediaries in the transaction (PayU service), the order will be cancelled if the payment will not be made within 5 days from the day of placing the order. In such a situation, the Customer may re-order the order. Execution of the order with the payment with bank transfer or credit card begins when the charge are received.

2.10. In the event that the execution of a part of the order is not possible, the Shop may propose to the Customer:

2.10.1. Cancellation of the entire order (in the case of choosing this option by the Customer the Shop will be relieved of the obligation to perform the order);

2.10.2. Canceling the order in the part where the execution is not possible within the given time limit (in the case of choosing this option by the Customer, the order will be fulfilled in

the part where the Shop will be relieved from the obligation to fulfil the remaining order).

2.10.3. Execution of replacement service which will be confirmed with the customer. The replacement order, once approved by the Customer, will be treated as final;

2.10.4. Sorting the order and setting a new deadline for this part of the order which is not possible at the originally scheduled date (in the case of selecting this option by the Customer sending of the ordered products will be made in several separate shipments and the customer will incur additional costs related to the division of the order into several shipments).

2.11. In the case of absence of the ordered product or the failure to fulfill the Customer's order for any other reason, the Shop will inform the Customer by sending the information on the email address provided during the registration within 7 (seven) days from the date of conclusion of the contract.

2.12. If payment for the order item that could not be fulfilled in whole or in part has been made in advance, the Shop will refund the Customer the amount paid (or difference) within 14 (fourteen) days from the date of sending the information, on terms detailed in Section IV of this Regulations.

2.13. In the event of inaccurate or inaccurate data provided by Customer, including in particular inaccurate or inaccurate addresses, the Shop shall not be liable for failure to deliver or delay in delivering the subject matter of the order to the fullest extent permitted by law.

2.14. The Shop may post on the Shop's website showing a specific product the information of the number of working days - weekdays from Monday to Friday, excluding public holidays, during which the item will be dispatched. Mentioned information is the approximate time counted from the time of acceptance of the order until delivery of the object of the order to the Customer, in the manner chosen by him. The order fulfilment time is given with taking into account the date of completion of all ordered products.

2.15. Individual orders (on request) can be made via the e-mail address of the Shop or by phone. The Shop will make an approximate valuation and sent it to the email address indicated by the Customer.

2.16. The individual order's fulfilment time is 1 days and in the case of hard-to-reach materials, it can be extended until the time necessary for proper order's fulfilment.

2.18. The Shop serves customers in Europe.

III. PRODUCT PRICES AND SHIPPING COSTS

3.1. Prices shown on the Product offered by the Shop offered include tax and are provided in Polish currency.

3.2. The price shown on the product does not include shipping costs.

3.3. The shop reserves the right to change the prices of goods in the Shop, to introduce new goods for sale, to carry out or cancel promotional campaigns, or to make changes to them in accordance with the Civil Code and other laws, without affecting the rights of the parties who concluded the contracts of sale of goods offered by the Shop before the changes

mentioned above or rights of persons entitled to use the promotion, in accordance with its rules and during its term.

3.4. Shipping costs are added to the sum of the ordered products and are incurred by the customer.

3.5. If the Customer chooses the option of delivery with the "Paczkomaty InPost", delivery of the goods under this service will be made by InPost Sp. z o.o. after acceptance by the Customer the regulation of the "Paczkomaty 24/7" prepared and delivered by the "Paczkomaty InPost" - InPost Sp. z o.o. The Shop will enable the Customer to read the regulations or "Paczkomaty 24/7" in the approval process of choosing on how to deliver the goods by the Customer.

3.6. During a receipt of the courier delivery, it is recommended the Customer to check the status of the outer packaging of the package. In the event of damage to the package, it is recommended that the Customer, together with the courier, draw up the injury protocol in two identical copies signed by the Customer and the courier. A failure to comply with the recommendations does not affect ability to file a complaint in the Shop

3.7. While picking up a package from Paczkomat the Customer should check the status of the package and if there are any objections, select on the Paczkomaty display the complaint option and follow the instructions displayed. A failure to comply with the recommendations does not affect ability to file a complaint in the Shop.

IV POSSIBLE FORM OF PAYMENTS

4.1. Payment for the goods to be delivered can be made:

4.1.1. Personally, in cash, at the time of delivery of the order or at the time of picking up the package in Paczkomaty - the InPost;

4.1.2. On-line using the PayU service;

4.1.2. Transfer to an account given by the Shop.

4.2 Refund is provided in the same form, as chosen payment form by Client, unless Client provides distinctly consent for other form of refund, that won't incur additional costs for Client

V COMPLAINTS AND RETURN OF THE GOODS

5.1 Customer has the right to withdraw from the contract without giving a reason and incurring costs. This agreement is considered as not valid.

5.2 In the event of the intention to withdraw from the contract, the Customer shall submit a written withdrawal notice and send it to the Store within 14 days from the date of delivery of the goods and if the goods are delivered in parts - from the date of delivering of the last part. It is enough to send a notice before its expiration to the Shop's address or scan of the signed notice on the e-mail address of the Shop info@golub.business.

5.3. In the case referred in paragraph. 1, the Customer is obliged to return the purchased goods immediately, no later than within 14 days from the date of withdrawal. It is sufficient to send the goods before the expiry of the deadline. The costs of returning the goods are borne by the Customer.

5.4. In the case referred in paragraph. 2, the Shop is obliged to give the Customer the amount paid for the returned goods and paid shipping costs, within 14 days of the date of submitting the notice of the will to withdraw. However, if the Customer chooses to deliver the goods to the order other than the cheapest way offered by the Shop for the order, the Shop is not obliged to reimburse the customer for the additional costs incurred.

5.5 The Shop will refund the payment using the same method used by the Customer, unless the Customer agrees to the Shop to other method of return which does not involve any costs. The Shop abstains from refunds received from the Customer until the goods have been returned or receiving from the Customer a proof of the return, whichever occurs earlier. The Shop will also make corrections to the proof of purchase previously provided to the Customer (a VAT correcting invoice or a correcting specification).

5.6 If the Customer has sent a withdrawal notice before receiving an order confirmation, the order is cancelled.

5.7. The customer is responsible for reducing the value of the goods resulting from the use of such goods beyond the necessary to determine the nature, characteristics and characteristics of the goods.

5.8. The provisions above do not apply to individual orders described in § 2 sec. 16 and to the products indicated in Annex 1 of this Regulation (a list of non-refundable products) which pursuant to Art. 38 of the Consumer Rights Act are not reimbursed - The right to withdraw from off-premises or distance contracts is not available to the consumer for contracts:

(A) where the object of the provision is an unprofessional item, manufactured to the consumer's specifications or intended to satisfy his individual needs,

(B) where the object of the provision is delivered in a sealed package which cannot be returned for health or hygiene reasons after opening the package, if the packaging has been opened after delivery.

5.9. The customer has the right to complain in case of non-conformity of the goods with the contract. Complaints will be submitted by the Customer in writing or by e-mail within 2 years from the date of delivery of the goods. The mailing address and e-mail address are specified in § 1 sec. 1 and § 5 sec. 2. Complaints may include one of the claims: price reduction, defect removal, free replacement of goods or withdrawal declaration.

5.10. The shop may request to complete the complaint by sending to the address indicated in the request for supplementary complaint, copy or scan of the proof of purchase (e.g. VAT invoice or specification), packaging of the consignment in which the advertised goods came or the goods that are the subject of the complaint. The complaint will be dealt with within 14 days of its submission, if complete, or if required. Providing the Seller the goods under the terms of this paragraph shall be at the expense of the Shop.

5.11. If the complaint is considered as justified, the Shop shall immediately inform the Customer and shall upon request reduce the price or send to the Customer full value of the goods and, in the absence of such possibility, reimburse the Customer the amount by post to the indicated address or transfer to the account. The Shop issues a proof of purchase (VAT correcting invoice or correcting specification) to the Customer.

5.12. Use of a particular out-of-court dispute resolution is only possible by mutual consent of the Customer and the Shop. Detailed procedures for out-of-court dispute resolution between the

Customer and the Shop are available on the website of the Office of Competition and Consumer Protection: www.uokik.gov.pl, on the websites of the Voivodship Inspectorates of the Trade Inspection and also at county (municipal) consumer ombudsmen.

5.13. In the scope not regulated by these Regulations to define the rights and obligations of the Customer and the Store in case of defect of the goods the provisions of the Civil Code, in particular the provisions on the warranty of sale shall be applied.

VI "COOKIES"

6.1. The Shop does not collect any information automatically except the information contained in cookies.

6.2. Cookies files (so-called "cookies") are information, small information that are sent by the web site and stored on the Customer's device (computer, laptop, smartphone) and necessary for the proper functioning of the site or functionality that the Customer wishes to use. These files contain various information necessary for proper functioning of the website, usually the name of the website, their personalization and login information.

6.3. The shop uses cookies to adjust the content of the Shop website to the Customer preferences and to optimize the use of web pages. They allow to recognize Customer's device and display a website adjusted to their individual preferences, as well as create statistics to help understand how the Shop is used by the Customer and thereby improve the structure and content of the Shop

6.4. The Shop shares stored cookies by the time they are placed in the Customer's terminal and distinguishes between:

1. **Session cookies** - used only during the current session of the Customer and deleted after closing.

2. **Persistent cookies** - are not deleted after the current session is closed and are stored on the Customer's computer for a specified period of time or without validity depending on the individual settings of the site owner.

6.5. A cookie can be deleted at any time by the Customer on his computer. The Shop advises that removal, exclusion or limitation may affect the proper functioning of the Store or its components.

6.6. The shop also distinguishes cookies as follows:

1. Functional - enabling proper use of the Shop,

2. Security services - enabling safe use of the functionality of the Shop,

3. Authentication - enabling the maintenance of the so-called Customer's login session,

4. Advertising - to display personalized advertisement,

5. Configurations - to configure the Shop feature settings and services

6.7. Szczegółowe informacje o możliwości i sposobach obsługi plików „cookies” dostępne są w ustawieniach oprogramowania (przeglądarki internetowej)

7.7. Detailed information about the capabilities and ways of handling cookies is available in the software settings (web browser).

7.8. Cookies stored in the Customer's device may also be used by advertisers and partners who cooperate with the Shop Operator

VIII REFUNDS

8.1. The Shop will make a refund within 14 calendar days using the same payment methods used by the Customer in the original transaction, if:

8.1.1. Cancellation of the order or part of the order (in which case the relevant part of the price is paid) paid in advance prior to its execution;

8.1.2. Return of product (withdrawal) from the order, which was delivered via the Poczta Polska or courier company;

8.1.3. Acknowledgment of the complaint and lack of ability to repair the damaged product or replace it with a new one;

8.1.4. Recognize the right to demand a reduction in the price of a product.

8.2. The shop will refund the money to the Customer's bank account (including the credit or debit card of the customer) or the postal order (the Customer bears the cost of the transfer) - if the order was paid:

8.2.1. In advance by credit card or wire transfer;

8.2.2. When picking up at courier, in Paczkomat or post office.

IX NEWSLETTER

9.1. The Customer may agree to receive commercial information, including commercial information electronically by selecting the appropriate option on the registration form or via the website. In the event of such consent the Customer will receive at his e-mail address, a newsletter of the Shop.

9.2. The Customer may at any time resign of subscribing to the Newsletter by himself, by requesting the data controller or by clicking on the deactivating link found in each newsletter.

X FINAL PROVISIONS

10.1. The Owner informs and the Customer acknowledges that the use of the Internet may entail a risk of harm that the Customer may suffer as a result of Internet threats, in particular hacking into the Customer's computer system, taking over passwords by third parties, infecting the Customer's computer system with viruses.

10.2. To the fullest extent permitted by law, the Shop is not responsible for blocking emails sent by email administrators to email addresses specified by the Customer, and for removing and blocking email messages from software installed on the computer used by the Customer.

10.3. The differences between the product visualization resulting from the individual settings of the Customer's computer (colour, proportions, etc.) and the actual appearance of the product cannot be the basis of the complaint. The customer, in such case, has the right to

withdraw from the contract in accordance with the provisions of point V of these Regulations.

10.4. The Owner informs that all trademarks (logos, logos, brand names, etc.), graphic materials, photographs are protected by law and are used by the Shop solely for information purposes.

10.5. All product names offered for sale by the Shop are used for identification purposes and may be protected and protected under the Industrial Property Law Act.

10.6. The owner points out that the Shop stores content protected by proprietary intellectual property law(copyrighted laws, graphics, photos, etc.). Customers and visitors of the Store are committed to respecting intellectual property rights (including copyright and other proprietary rights such as trademark rights) to the Owner and third parties. The Shop's Customer or the person visiting the Shop website is solely responsible for not complying with the provisions of this section.

10.7. Clients may not publish content that is not in compliance with applicable laws and also it is prohibited to publish the publication of technical links to pornographic, obscene or otherwise offensive material.

10.8. On every change of regulations, the Shop is obliged to inform registered users of the Shop by sending an electronic message to the email addresses provided during the registration, and the Customer, upon receipt of such information, will be able to delete his account at any time.

10.9. In matters not regulated in the Regulations, the Polish law is applicable, in particular the Civil Code as well as the Consumer Protection Act and the liability for damage caused by the dangerous product, apply.

10.10. These Regulations apply from golub.business.

Concerning out-of-court settlement of disputes between consumers and businesses

the Council of 21 May 2013 on online dispute resolution for consumer disputes number 2006/2004 and Directive 2009/22/WE Fundacja Rozwoju Przedsiębiorczości „Twój Startup” hereby makes available an access to the electronic online dispute resolution platform): <https://webgate.ec.europa.eu/odr>. The ODR platform provides the out-of-court settlement of disputes between consumers and businesses.

CONTRACT WITHDRAWAL TEMPLATE

(Template should be filled in and sent back only in case of contract withdrawal)

.....
(Full name of individual filling the template)

.....
(Address of individual filling the template)

Fundacja Rozwoju Przedsiębiorczości
"Twój StartUp"

ul. Żurawia 6/12 lok. 766

00-503 Warszawa

Address for service:

Strzeżów, Osiedlowa, 5/14

CONTRACT WITHDRAWAL

I, hereby signed withdraw from following contract

1..... C
ontract signing date
2..... S
ubject Matter of contract

.....
Signature of Consumer

Date:

COMPLAINT TEMPLATE

(Template should be filled in and sent back only in case of contract withdrawal)

.....
(Full name of individual filling the template)

.....
(Address of individual filling the template)

Fundacja Rozwoju Przedsiębiorczości "Twój StartUp"

ul. Żurawia 6/12 lok. 766

00-503 Warszawa

Address for service:

Strzeżów, Osiedlowa, 5/14

COMPLAINT

I, Hereby signed, fill a complaint concerning contract signed at the date of....., which subject matter was

Reason for filling a complaint is:

.....
.....
.....
.....

(Please provide detailed information about reasons for filling a complaint)

Therefore *:

1.....

I respectfully request depreciation of goods cost to ;

2.....

I respectfully request to remove the flaws;

3.....

I respectfully request exchange of goods for non-faulty version;

4.....

I declare withdrawing from contract

.....
Signature of Consumer

Date:

* Delete as appropriate