

## TERMS AND CONDITIONS OF THE SENETIC.CO.ZA ONLINE SHOP

The regulations are valid as of 08.04.2024.

### § 1 INTRODUCTION

The Terms and Conditions (furthermore: ToS) defines the principles and terms for using an on-line shop available at [www.senetic.co.za](http://www.senetic.co.za) run by Senetic SA, ul. Kosciuszki 227, 40-600 Katowice, VAT Number: PL6342709934, and in particular defines the principles for placing Orders and concluding sales contracts via remote means of communication, as well as for the use of all On-Line Shop services by Clients.

To contact the Seller for any issues related to sales via the shop call: +27 (10) 500 8490 or e-mail: [info@senetic.co.za](mailto:info@senetic.co.za).

### § 2 GLOSSARY

Terms used in the ToS shall be understood to mean the following:

1. **Service Provider or Seller** – Senetic SA
2. **Client** - Consumer or Business which has placed or intends to place an Order or uses other On-Line Shop services (hereinafter also the "Purchaser");
3. **Consumer** - a physical person performing a legal transaction not directly associated with its business or professional activity;
4. **Business** - a physical person, a legal person or organisational unit with statutory legal capacity, performing transactions directly associated with its business or professional activity;
5. **Individual Entrepreneur** - means an individual who enters into a contract directly related to his business activity, if it is clear from the content of the contract that it does not have a professional character for him, arising in particular from the object of his business activity. In these ToS, the rights granted to Consumers also apply to the Individual Entrepreneur.
6. **Client's Account (Account)** - Shop's subpage where the Client is able to, amongst others, manage personal data, receive notifications on Order status changes, control and manage the state of Orders placed by them;
7. **ToS** - this Terms of Service for sales using remote means of communication and provision of electronic services. Within the scope of provision of electronic services the ToS is a terms of service as referred to in Article 8 of the Act on Provision of Electronic Services,
8. **Registration** - is one-off, voluntary and free, entailing the Client setting up the Client's Account performed via the administration panel made available by the Service Provider within the Shop website;
9. **On-Line Shop** [www.senetic.co.za](http://www.senetic.co.za) (hereinafter also the "Shop" or "On-Line Shop") - an internet website located at <http://www.senetic.co.za> via which the Service Provider provides services as defined by the ToS and the Client may place Orders;
10. **Party** – Senetic SA or the Client;
11. **Goods (or "goods")** - tangible movable which is the subject of a Sale agreement or right being the subject of a Sale agreement (e.g. a licence) offered for sale in a specified volume or quantity;
12. **Digital content** - data which are produced and supplied in digital form;
13. **Digital service** - (a) a service that allows the consumer to create, process, store or access data in digital form; or (b) a service that allows the sharing of or any other interaction with data in digital form uploaded or created by the consumer or other users of that service;

14. **Sale agreement** - an agreement, pursuant to which the Senetic SA transfers or undertakes to transfer ownership of the Goods to the Client, and the Client pays or undertakes to pay the price thereof or an agreement, pursuant to which the Senetic SA transfers or undertakes to transfer the right to use given software to the Client (license sale) and the Client pay or undertakes to pay the price on account thereof;
15. **Contract for the supply of Digital content or Digital service** - a contract under which Seller transfers or undertakes to transfer the right to use a particular Digital content or Digital service and the Client pays or undertakes to pay a price in respect thereof;
16. **Remote agreement** - an agreement concluded between the Seller and the Client within the framework of the organised system of sales or service provision, without the Parties being physically present, with the exclusive use of one or more remote communication means up until the agreement conclusion, inclusively;
17. **Service (Services)** - Order, Licence Order or Quote Request as well as other services provided within the scope of the Shop;
18. **Order** - a declaration of the Client's will constituting an offer to conclude a Sale agreement with the Seller with the direct intension of concluding a remote Sale agreement via the On-Line Shop defining the type and quantity of Goods, Digital content and Digital service being the subject of the Sale agreement;
19. **License order** - a declaration of the Client's will constituting an offer for concluding an agreement with the the Seller for a software license with the direct intension of concluding a remote Sale agreement (license sale), via the On-Line Shop defining the type and quantity of software for the use of which a license is being sold;
20. **Quote request** - a request for a quote submitted by the Client via the form available in the Shop, defining the Goods or software being the subject of the request and including the Client's contact details entered on the form.

## § 3 THE OBLIGATIONS

1. The Client is obligated to use the Services provided by the Service Provider in a manner pursuant to the law, provisions of the ToS and not to supply content prohibited by the general regulations as in force at present.
2. The Seller is obliged to deliver the Goods, Digital content and Digital service in conformance with the contract.

## § 4 SHOP USE TERMS

1. The Service Provider provides the following Services via the On-Line Shop:
  1. presenting the Shop's products and services,
  2. placing Orders,
  3. placing License orders,
  4. submitting Quote Requests,
  5. setting up and managing a Client's Account in the On-Line Shop;
2. Registration is not required to access services as defined in par. 1 pts 1-4 hereinabove.
3. Registration is required to access services as defined in par. 1 point 5 hereinabove.
4. To use the Shop the Client is required to have a device with Internet access and an internet browser (recommended: Mozilla Firefox ver. 24.0 and newer, Opera ver. 10 and newer, Google Chrome ver. 28.0 or newer or MS Internet Explorer ver. 8.0 or newer), with cookies and Javascript scripts enabled. The use of other versions of internet browsers is acceptable as long as they are fully compatible with the versions listed hereinabove.

5. To use the On-Line Shop safely, it is recommended for the device used by the Client to have:
  1. an anti-virus system with up to date virus definitions and other updates,
  2. an effective firewall,
  3. an operating system and internet browser with all available updates concerning security installed,
  4. internet browser cookies and Java Script options enables,
  5. software able to read PDF files.
6. The Service Provider uses Cookie files in order to gather information associated with the use of the Shop by the Client in order to:
  1. maintain the Client's session (once logged in), thanks to which there is no need for the Client to enter their Password on every page of the Shop,
  2. adapt the Shop services to the Clients' needs,
  3. building Shop page visit statistics,
  4. remarketing.

## § 5 PLACING ORDERS AND CONCLUDING SALE AGREEMENTS

1. The Client may place Orders via the On-Line Shop 24/7 regardless of whether or not they completed the Registration. The Client may also place an order via the telephone by calling +27 (10) 500 8490 (solely from Monday to Friday during working hours) or e-mailing [info@senetic.co.za](mailto:info@senetic.co.za).
2. Orders for Microsoft licences should be placed using the configurator available in the Shop at <https://www.senetic.co.za/microsoft/>.
3. In order to conclude a Remote sales agreement for Goods or Contracts for the supply of Digital content or Digital services via the On-Line Shop, go to the Shop website, select the Goods, Digital content or Digital service and place an Order by performing subsequent technical actions based on the messages or information displayed to the Client.
4. To place an effective Order it is necessary for the Client to have read and accepted the ToS.
5. Placing an Order constitutes an offer to conclude a Sale agreement for Goods or Contracts for the supply of Digital content or Digital services made by the Client to the Service Provider.
6. Once the Client places an Order, Licence order or submits a Quote request, the Seller shall confirm the receipt of the request for a Service by e-mail, which shall include the confirmation of all significant elements of the Order placed by the Client.
7. After considering the Client's request, the Seller shall send the Client a message confirming Order acceptance.
8. Once the Client receives the confirmation as referred to in par. 7 hereinabove, a Sale agreement is concluded.
9. If, after the Client places an Order it transpires that the Order cannot be executed in part of whole, the Service provider shall inform the Client of this fact immediately via e-mail or telephone. In such a situation the Client reserves the right to cancel that part of the Order which cannot be executed on time or cancel the entire Order.

## § 6 PRICES, PAYMENTS AND DELIVERY OF GOODS

1. The quoted prices for Goods exclude delivery costs. The exact delivery costs is provided whilst placing an Order or a License order. Whilst completing an Order form the Purchaser selects the delivery and payment method and confirms their choice.
2. The price binding for the Client who is a Consumer is always the price current at the time the Order or License order is being placed.
3. In the case of orders with a long lead time (more than 14 days) and goods manufactured to order, the Seller reserves the right to change the price of the products if the Goods Manufacturer or Goods Producer makes a price change. The Seller is obliged to inform the Customer of the price change. In the event of a price change, the Customer may withdraw from the agreement with immediate effect. In the event of withdrawal, the agreement shall be deemed not to have been concluded and the Customer shall be released from all obligations.
4. Point 3 shall not apply to Orders placed by Consumers or Individual Entrepreneurs.
5. The available payment and delivery methods are indicated whilst Clients are in the process of placing an order.
6. For credit or debit card payments via partners making such a payment method available the Seller does not collect any data concerning payment cards.
7. Information in the Shop on availability and delivery time are only guideline, intending to indicate the shortest time within which an order may be put together, i.e. the shortest time required by the Seller to ship the Goods. In every case the Seller attempts to ship deliveries immediately following conclusion of a Sale Agreement and the Sellers bank account being credited with the price for the Goods and delivery cost, unless payment on collection option was selected).
8. In collecting a parcel with the ordered Goods, we suggest the Client checks the parcel and indicate that in the event of determining:
  1. 1) mechanical damage to the parcel content,
  2. 2) an incomplete parcel,
  3. 3) parcel content different than the subject of the Order,The Client is entitled to refuse to accept the parcel. Under such circumstances we suggest that comments or notes on the event are drawn up in the presence of the forwarder and the Service Provider is informed of the situation immediately.
9. A Client who is not a Consumer is obligated to check the content of the parcel upon receipt. If it is found to be damaged, this has to be reported to the Goods forwarder and contact has to be established with the Seller immediately. Complaints pertaining to mechanical damage to the Goods occurring during Transport shall be taken into consideration only and exclusively after a damage report is drawn up signed by the recipient who is not a Consumer and the parcel forwarder.
10. Non-collection of Goods sent subject to a cash on delivery payment method by a Client who is not a Consumer and a return of the parcel to the sender (Service Provider) results in the said Client being charged costs of Goods delivery and return.
11. Unless the parties have agreed otherwise on the time of delivery, the Seller shall deliver the goods by transferring the physical possession or control of the goods to the Consumer without undue delay, but not later than 30 days from the conclusion of the contract.

12. In contracts where the Seller dispatches the goods to the Consumer, the risk of loss of or damage to the goods shall pass to the Consumer when he or a third party indicated by the Consumer and other than the carrier has acquired the physical possession of the goods. However, the risk shall pass to the Consumer upon delivery to the carrier if the carrier was commissioned by the Consumer to carry the goods and that choice was not offered by the Seller, without prejudice to the rights of the Consumer against the carrier.
13. Digital content shall be deemed to have been delivered when the digital content or the means to access or download the digital content have been made available to the Customer or to a physical or virtual device which the Customer has independently selected for that purpose, or when the Customer, or such device, has accessed it.
14. Digital service shall be deemed to have been provided when the consumer or a physical or virtual device which the Consumer has chosen independently for that purpose has accessed it.

## **§ 7 COMPLAINTS AND RETURNS IN RELATIONS TO CLIENTS WHO ARE NOT CONSUMERS (applies to Businesses)**

1. This paragraph is applicable solely in relations to Clients who are not Consumers.
2. All Goods sold in the Shop are brand new, free from defects unless clearly marked in the Goods description as used or refurbished.
3. All brand new and factory refurbished Goods are covered by a standard manufacturer's warranty.
4. Used goods are covered by a 30 day Seller's warranty.
5. The description of the Goods in the Shop indicates if the Goods are refurbished or used.
6. The Seller provides links to Goods Manufacturers' websites containing Goods warranty terms. The warranties define precisely who is liable on account of the granted quality warranty for the Goods and all other warranty terms are precisely defined.
7. The entity responsible on account of the warranty (in most cases the Goods Manufacturer) is responsible with respect to the Purchaser if the Goods contain a defect reducing its value or usability in terms of the objective in the Sale agreement defined or stemming from circumstances or Goods designation.
8. For defect notification deadlines to be observed as defined in the granted quality warranty, it suffices to send Goods defects notifications prior to the expiry of those deadlines via e-mail letter or recorded delivery.
9. If Goods defects become apparent during the term of the warranty and are covered by the warranty, the Client should demand physical defects to be remedied or for Goods free of defects to be supplied in accordance with the warranty granted by the entity responsible on account of the warranty.
10. Unless some other deadline is specified in the warranty, the deadline shall be taken to mean one year from the date the Goods were handed over to the Purchaser.
11. For Sale agreements concluded with Clients who are not Consumers the Service Provider's responsibility on account of the guarantee for physical defects is excluded.
12. If, during the warrantee consideration process it turns out that damage occurred for reasons attributable to the Client, the Seller shall be entitled to charge all costs associated with considering the warranty to the Client.

## § 8 THE CONSUMER'S RIGHT TO WITHDRAW FROM THE AGREEMENT (RETURN OF GOODS)

### Goods

1. Right of withdrawal of the Consumer (return of the Goods)
  1. The Consumer has the right to withdraw from the contract for the sale of the Goods concluded at a distance within 14 days without giving any reason. The deadline for withdrawal is 14 days from the day on which the Consumer, or a third party other than the carrier indicated by him or her, has taken possession of the Goods, and in the case of a contract that includes multiple Goods that are delivered separately, in lots or in parts, from the day on which the Consumer has taken possession of the last lot or part or on which a third party other than the carrier and indicated by the Consumer has taken possession of the last lot or part. To meet the deadline it is sufficient to send an appropriate statement ([model withdrawal from the contract](#)) before its expiry to the address of the Seller.
  2. Goods should be returned to the Seller's address.
2. Seller's obligations in the event of withdrawal:
  1. In the event of withdrawal from the contract, the Seller shall return to the Consumer or all payments received from the Consumer, including the costs of delivery of the item (except for the additional costs resulting from the method of delivery chosen by the Consumer other than the cheapest ordinary method of delivery offered by the Seller), immediately and in any case no later than 14 days from the day on which the Seller was informed of the decision of the Consumer to exercise the right of withdrawal.
  2. The Seller shall make the return using the same means of payment as were used by the Consumer in the initial transaction, unless the Consumer has expressly agreed otherwise and provided that the Consumer shall not incur any costs in connection with such return.
  3. Notwithstanding paragraph (4), where the Consumer has expressly chosen a delivery method other than the cheapest standard delivery method offered by the Seller, the Seller shall not be obliged to reimburse the additional costs.
  4. In relation to Sales agreement, unless the Seller has offered to collect the Goods himself, the Seller may withhold reimbursement of amounts received from the Consumer until he has received the Goods back or the Consumer has supplied evidence of having sent the Goods back, whichever event occurs first.
3. Obligations of the Consumer in the event of withdrawal:
  1. Unless the Seller has offered to collect the goods himself, the Consumer shall send back the goods or hand them over to the Seller or a person authorised by the Seller to collect the goods, without undue delay and in any event not later than 14 days from the day on which he communicates his decision to withdraw from the contract to the trader in accordance with Article 11. The deadline shall be met if the Consumer sends back the goods before the expiry of the 14-day period.
  2. The consumer shall only bear the direct costs of returning the goods.
  3. The Consumer shall be liable for any diminution in the value of the goods resulting from the use of the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods.

4. The right of withdrawal from an off-premises or distance contract shall not apply to the Consumer or Retail Trader in respect of contracts:
  - a) in which the price or remuneration is dependent on fluctuations in the financial market which are beyond the trader's control and may occur before the end of the withdrawal period;
  - b) where the object of the supply is a non-refabricated good made to the consumer's specifications or intended to meet his personalised needs;
  - c) in which the object of the performance is goods which, after delivery, by their nature become inseparable from other things;
  - d) in which the subject matter of the performance is sound or visual recordings or computer software supplied in sealed packaging if the packaging has been opened after delivery
  - e) in which the consumer has specifically requested the trader to visit him for the purpose of carrying out urgent repairs or maintenance; if the trader provides services in addition to those the consumer has requested or goods other than replacement parts necessarily used in carrying out the repairs or maintenance, the right of withdrawal shall apply to the additional services or goods;

## Services

1. The Consumer has the right to withdraw from the contract within 14 days without giving any reason. The withdrawal period expires after 14 days from the conclusion of the contract. To meet the deadline, it is sufficient to send an appropriate statement ([model withdrawal from the contract](#)) before its expiry to the Service Provider's address. In the event of withdrawal, the contract shall be deemed not to have been concluded and the consumer shall be relieved of all obligations.
2. In the event of withdrawal, the Service Provider shall reimburse to the Consumer all payments received from the Consumer, including the costs of delivery of the service (with the exception of the additional costs resulting from the method of delivery chosen by the Consumer other than the cheapest ordinary method of delivery offered by the Service Provider), immediately and in any case no later than 14 days from the day on which the Service Provider is informed of the decision of the Consumer to exercise the right of withdrawal from this contract. The Service Provider shall refund the payment using the same means of payment as those used by the Consumer in the original transaction, unless the Consumer has expressly agreed otherwise; in any event, the Consumer shall not incur any fees in connection with such refund.
3. The right of withdrawal of the Consumer is excluded in the case of:
  1. the provision of services for which the Consumer is obliged to pay the price, if the Service Provider has performed the service in full with the express and prior consent of the consumer, who has been informed before the performance starts that after the Service Provider has performed the service, he will lose the right to withdraw from the contract, and the Consumer and has acknowledged this.
  2. Contracts in which the price or remuneration depends on fluctuations in the financial market over which the Service Provider has no control and which may occur before the end of the period for withdrawal.

## Digital content

1. The consumer has the right to withdraw from the contract within 14 days without giving any reason. The withdrawal period expires after 14 days from the conclusion of the contract. To meet the deadline it is sufficient to send an appropriate statement ([model withdrawal](#)) before its expiry to the Seller's address. In the event of withdrawal from the contract, the contract shall be deemed not to have been concluded and the Consumer shall be released from all obligations.
2. In the event of withdrawal from the contract, the Seller shall reimburse to the Consumer all payments received from the Consumer, including the costs of delivery (except for additional costs resulting from the Consumer's choice of an Individual Delivery Method other than the cheapest ordinary delivery method offered by the Seller), immediately and in any case no later than 14 days from the day on which the Seller was informed of the Consumer's decision to exercise the right to withdraw from this contract. The reimbursement shall be made by the Seller using the same means of payment as those used by the Consumer in the original transaction, unless the Consumer has expressly agreed otherwise; in any event, the Consumer shall not incur any fees in connection with such reimbursement.
3. In the event of withdrawal from a Digital content or Digital service contract, the Consumer shall be obliged to cease using that Digital content or Digital service and making it available to third parties.
4. The right of withdrawal from an off-premises or distance contract does not apply to contracts for the supply of digital content not supplied on a tangible medium for which the Consumer is liable to pay the price, if the Seller has commenced performance with the express and prior agreement of the Consumer who has been informed before the performance begins that after the Seller has performed the performance, he will lose the right of withdrawal, and has acknowledged it, and the Seller has provided the Consumer with confirmation of the following.

## § 9 NON-COMPLIANCE OF GOODS WITH THE AGREEMENT (CONSUMER COMPLAINTS)

1. The Service Provider as the seller is liable with respect of the Consumer for compliance with Goods Sale agreement purchased by the Consumer.
2. Complaints about non-compliance of the Goods with the Sales agreement can be filed in any form. However, we prefer to submit complaints electronically by e-mail.
3. In the event that the Goods are not in conformity with the Sales Contract, the Consumer may request their repair or replacement.
4. In the event of a Consumer determining Goods compliance issues with the Sale agreement, the Consumer shall make the Goods complained about available to the Seller together with a description of the non-compliance to the Service Provider.
5. The Seller shall be liable for the lack of conformity of the goods with the Sales Agreement existing at the time of their delivery and disclosed within two years from that time, unless the expiry date of the goods as specified by the Service Provider is longer.
6. We suggest proof of purchase is attached to facilitate the complaints process. The Service Provider undertakes to consider every complaint within 14 days.

7. Consumer may make a declaration to reduce the price of the Goods or to withdraw from the Sales agreement when:
  1. the Service Provider has refused to replace or repair the Goods on the grounds that repair and replacement are impossible or would require excessive costs for the Service Provider,
  2. the Service Provider has failed to bring the Goods into conformity with the Sales Agreement,
  3. the non-conformity of the Goods with the Sales Agreement continues even though the Service Provider has attempted to bring the Goods into conformity with the Contract,
  4. the lack of conformity of the Goods with the Sales Contract is so significant that it justifies a reduction of the price or withdrawal from the Sales Contract without prior use of the means of protection consisting in the request for repair or replacement of the Goods,
  5. it is evident from the Service Provider's statement or circumstances that it will not bring the Goods into conformity with the Sales Contract within a reasonable time or without undue inconvenience to the Consumer.
8. The reduced price must remain in such proportion to the price resulting from the Sales Agreement as the value of the Goods not conforming to the Sales Agreement remains to the value of the Goods conforming to the Sales Agreement.
9. A Consumer may not withdraw from the Sales Agreement if the lack of conformity of the Goods with the Sales Agreement is insignificant.
10. Once a complaint has been considered the Seller and Consumer shall arrange, via e-mail, telephone or in writing, the terms for repair or replacement of the Goods.

## **§ 10 Non-compliance of the Digital content or service with the Contract (Consumer Complaints)**

1. The Seller shall be liable to the Consumer for non-compliance with the Contract for the supply of Digital content or Digital service purchased by that Consumer.
2. The Consumer, in the event of non-delivery of Digital content or Digital service, shall be entitled to call upon the Seller to deliver them.
3. If the Seller fails to deliver the Digital content immediately or within an additional period of time expressly agreed by the parties, the Consumer may withdraw from the contract.
4. A Consumer may withdraw from a contract without calling for the delivery of Digital content or Digital service if:
  1. it is clear from Senetic's statement or the circumstances that it will not deliver the Digital content or Digital service or,
  2. the Consumer and Senetic have agreed, or it is clear from the circumstances of the contract, that a specific time limit for the delivery of the Digital content or Digital service was of material importance to the Consumer and Senetic has not delivered it within that time limit.
5. Complaints, on the grounds of non-compliance of the Digital content or Digital service with the Contract for the provision of the Digital content or Digital service may be made in any form. However, we prefer you to make your complaint using the dedicated service located at: [rma.senetic.com](mailto:rma.senetic.com).
6. The Seller shall be liable for any non-conformity with the Contract for the supply of Digital content or Digital service provided at one time or in parts which existed at the time of delivery and became apparent within two years of that time.
7. The Seller shall be liable if the Digital content or Digital service does not comply with the Contract for the supply of Digital content or Digital services.
8. The Consumer may request that they be brought into conformity with the contract.

9. The Seller undertakes to consider each complaint within 14 days.
10. Once the complaint has been accepted, the Seller will agree with the Consumer by e-mail, telephone or in writing the conditions for bringing the Digital content or Digital service into conformity with the contract.
11. A Consumer may make a declaration to reduce the price or to withdraw from the Contract for the supply of Digital content or Digital service when:
  1. delivering the Digital content or Digital service to comply with the Contract for the supply of Digital content or Digital service is impossible or would require excessive costs for the Service Provider,
  2. the Service Provider has not brought the Digital content or Digital service into conformity with the Contract for the supply of Digital content or Digital service,
  3. the failure of the Digital content or Digital service to comply with the Contract for the supply of Digital content or Digital service continues even though the Service Provider has attempted to bring the Digital content or Digital service into compliance with the Contract for the supply of Digital content or Digital service,
  4. the non-conformity of the Digital content or Digital service with the Contract for the supply of Digital content or Digital service is such as to justify either a reduction in price or withdrawal from the Agreement without first exercising the remedy of requiring the Digital content or Digital service to be brought into conformity with the Contract for the supply of Digital content or Digital service,
  5. it is clear from the Service Provider's statement or circumstances that the Service Provider will not bring the Digital content or Digital service into conformity with the Contract within a reasonable time or without undue inconvenience to the Consumer.
12. The reduced price must be in such proportion to the contract price as the value of the Digital content or Digital service which does not comply with the Contract for the supply of Digital content or Digital service remains to the value of the Digital content or Digital service which complies with the Digital content or Digital service Agreement.
13. A Consumer may not rescind a contract for the supply of Digital content or Digital service if the Digital content or Digital service is supplied in exchange for the payment of a price and the non-conformity of the Digital content or Digital service with the contract for the supply of Digital content or Digital service is insignificant.

## § 11 TERMINATING A SERVICE AGREEMENT

1. The Client may terminate a Service agreement without indicating the reasons by sending an appropriate declaration, and in particular via e-mail or in writing to the Sellers address.
2. For Clients who are Consumers the Service Provider may terminate the Service agreement, when the Service Buyer grossly or persistently breaches the ToS and in particular if they provide content of an illegal character, after an ineffective demand to cease or take down the breaches within an appropriate notice period. The breach of ToS has to be objective and illegal. In such an event the Service agreement expires after 14 days of the Service provider submitting a termination notice to the Service Buyer.
3. For Service Buyers who are not Consumers the Service Provider may terminate a Service agreement with immediate effect and without indicating reasons by sending an appropriate declaration to the Service Buyer.

## § 12 RESOLUTION OF DISPUTES

1. Resolution of possible disputes arising between the Service Provider and the Client who is a Consumer shall be adjudicated by courts with jurisdiction pursuant to appropriate provisions of the Civil Procedure Code.
2. Resolution of possible disputes arising between the Service Provider and the Client who is not a Consumer shall be adjudicated by a court with jurisdiction over the Service Provider's registered address.
3. A consumer can use out-of-court ways of submitting and handling complaints. If you want to settle a dispute on goods purchased online amicably, you can submit a complaint using Online Dispute Resolution service, available at: <http://ec.europa.eu/consumers/odr/>

## § 13 PERSONAL DETAILS

Clients' personal details shall be processed by the Service Provider pursuant to the principles as defined by the Privacy Policy.

## § 14 FINAL PROVISIONS

1. The Consumer is entitled to negotiate the provisions of ToS. To that end the Consumer should contact the Service Provider via conventional post, e-mail or telephone.
2. In matters not regulated herein regulations as in force at present shall be applicable.
3. Clients may gain access to the ToS at any timer and free of charge via an Internet link located on the home page of the Shop and make printouts thereof.
4. Information regarding Goods as provided by the Shop, and in particular their descriptions, technical and operational parameters as well as prices constitute an invitation to conclude an agreement.
5. Exclusive rights to the content made available within the scope of the On-Line Shop, and in particular copyrights to photographs, Goods descriptions and categories, Shop name, the Service Provider's and Goods manufacturers' trademarks as well as graphical signs which are component parts thereof as well as rights within the scope of databases are subject to legal protection and are due to the Service Provider or those entities, with which the Service Provider concluded appropriate agreements. Copying or other uses of any elements of the Shop without the Service Provider's consent are prohibited.
6. The regulations come into force on 08.04.2024.