

## REGULATIONS OF "LEARNING BATTLE CARDS" ON-LINE SHOP

### I. Definitions

#### § 1

The following terms used in the hereby regulations of an on-line shop "Learning Battle Cards", hereinafter referred to as "**the Regulations**", shall have the following meaning:

- 1) "**Seller**" - Learning Battle Cards spółka z ograniczoną odpowiedzialnością spółka komandytowa entered in the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw, XIII Commercial Division of the Polish Court Register, under KRS number 0000673856, NIP /Tax Identification Number/: 1132940195 REGON /Business Statistical Number/: 3671396010 e-mail address: store@learningbattlecards.com running business activity with its seat in Warsaw, Witwickiego 3/41, 03-980 Warsaw, Poland.
- 2) "**Shop**" – the on-line shop <https://store.learningbattlecards.com/>
- 3) "**Customer**" – every person that created an Account or placed an order without the creation of an Account and agreed that the transaction is entered into as part of the Customers professional or business activities.
- 4) "**Account**" – the Customer's account created by them in the Shop according to the terms and conditions determined in the Regulations.

### II. General Provisions.

#### § 2

The Regulations determine terms and conditions of providing electronically supplied services by the Seller to the Customers, consisting of the ability to enter into sales agreement via Internet for the sales of goods in offer of the Shop for the prices specified in subpages of the Shop or the ability to open an Account by the Customer.

#### § 3

1. For usage of the Shop no meeting of special technical conditions by the Customer's computer or any other appliance is needed. It is sufficient to have: access to the Internet, a valid e-mail and a standard operating system and web browser.
2. In order to use the Account correctly, it is necessary that *Cookies* files be enabled in the browser. *Cookies* files are aimed, among others, at monitoring the activities of the Customer as well as for statistical purposes. It is possible to cancel them by using an appropriate option available in the browser.

#### § 4

The Customer may have one Account in the Shop.

#### § 5

1. Prices of the goods in the Shop are gross given in USD and include VAT. The Seller may modify the stock of the Shop, the prices of goods, carry out or cancel promotions. These changes do not affect agreements concluded with the Customer.
2. Prices of the goods do not include: customs duties, any other taxes that may be applicable and shipping costs.
3. Shipping costs will be added automatically depending on the type of items ordered.

### **III. Making an order**

#### **§ 6**

1. To place an order, the Customer should be logged in his or her Account. The Customer can also create an Account during the order process.
2. In order to create an Account, the Customer must accept these Regulations.
3. The Customer shall carefully preserve his or her login and password, so that the third persons do not gain access to these data.
4. The Customer may place an order without creation of the Account. In such case, the Customer shall accept these Regulations prior to placing an order.

#### **§ 7**

The order process consists of the following steps:

- The Customer places the selected product from the offered assortment by clicking the button "add to cart".
- All items that have been placed in the shopping cart can be viewed by clicking on the "shopping cart", which is visible in the upper part of the website. The customer also can delete items or change the number of products that he or she wants to buy.
- If the items are to be bought from the shopping cart, the Customer should click on the "go to the checkout" button.
- The Customer determines the delivery details and the delivery address. The following delivery methods are available: airmail by DHL.
- After selecting the delivery the customer determines the payment method. The following payment methods are available to the Customer: PayPal and bank transfer.

By clicking the "Buy" button, the Customer makes a binding request for the purchase of the goods in the shopping basket. If the Customer decided to pay via PayPal, he or she will be transferred to PayPal website. If the Customer decided to pay via bank transfer, he or she will get details of the Seller's bank account.

## **IV. Complaints**

### **§ 9**

1. All complaints shall be reported to the Seller via e-mail onto the following e-mail address: [jakub.zurawinski@learningbattlecards.com](mailto:jakub.zurawinski@learningbattlecards.com) or by traditional mail directly onto the Seller address provided in § 1 pt. 2) of the Regulations.
2. The complaint should include the Customer's data necessary in order to send back information concerning the outcome of addressing the complaint as well as a description of irregularities.
3. The Seller shall address the complaint and inform the Customer about the outcome thereof within 30 days from the day of receiving the complaint.

## **V. Personal Data.**

### **§ 10**

1. In order to create an Account and to place an order, a Customer needs to fill in an appropriate form. Some personal data needs to be included in that form. The Customer may also provide their personal data in any correspondence with the Seller, so that the Seller may provide a reply.
2. Providing personal data is voluntary, however, it is necessary in order to place an order.
3. All personal data which the Customer includes in the registration form, in the order or which the Customer provides in correspondence with the Seller shall be processed in accordance with the provisions of obligatory personal data protection law regulations.

### **§ 11**

1. The Seller is the controller of personal data.
2. The Seller may entrust processing of collected personal data of Customers to another entity based on an agreement concluded with the processor.

### **§ 12**

The Customer has the right to access their personal data and may verify it, amend it or delete it by making a relevant request to The Seller. The Customer also has the right to restrict the processing, the right to data portability and to object to processing personal data.

### **§ 13**

1. The Seller processes personal data of Customers and uses it within the scope and purpose which is necessary in order to carry out an order.
2. Based on an additional and voluntary consent granted by the Customer, the Seller has the right to send to the Customer onto e-mail addresses commercial and marketing messages. The consent mentioned in the preceding sentence may be at any time withdrawn by the Customer.

#### **§ 14**

Personal data collected by the Seller may be transferred to authorized governmental agencies pursuant to the applicable legal regulations.

Personal data are not transferred to a third country or an international organisation.

#### **§ 15**

The Seller uses technical means preventing obtaining and modifying electronically transmitted personal data by third parties as required by applicable regulations concerning personal data protection.

#### **§ 16**

The Customer cannot create an Account anonymously or using a nickname.

#### **§ 17**

Personal data shall be processed for 10 years from carrying out an order.

### **VII. Final provisions**

#### **§ 18**

The Regulations are available at <https://store.learningbattlecards.com/termsandconditions> and in the seat of The Seller indicated in § 1 pt. 2) of the Regulations.