

TERMS AND CONDITIONS RISK MADE IN WARSAW ONLINE STORE

EFFECTIVE AS OF 24 OF JULY 2025

The following regulations set forth the general terms and conditions governing the principles and method of sale conducted by RISK S.A. with its registered office in Warsaw (hereinafter referred to as „Riskmadeinwarsaw”), through the online store www.riskmadeinwarsaw.com (hereinafter referred to as „RISK Store”), and the terms and conditions for the provision of gratuitous online services by Riskmadeinwarsaw.

§ 1 Definitions

1. **RISK Boutique** – the retail outlet for the sales of the Items of Riskmadeinwarsaw, located at Szpitalna 6A in Warsaw.
2. **Business Days** – days of the week from Monday through Friday, excluding public holidays.
3. **Delivery** – transport to the Customer of the Item specified in the Order, carried out by Riskmadeinwarsaw through the Supplier.
4. **Supplier** – InPost S.A., DHL, a courier company or Poczta Polska.
5. **Gift Card** – a gift certificate, recorded on a material medium or in digital form (numeric code), allowing the Customer to pay for Items in the Online Store.
6. **Password** – the sequence of letters, digits, or other characters individually specified by the Customer, securing access to the Customer Account.
7. **Customer** – the entity to which, in accordance with the Terms and Conditions, online services may be provided or with which a Contract of Sale may be concluded.
8. **Consumer** – a natural person conducting a legal transaction not directly related to their economic or professional activity.
9. **Customer Account** – the functionality provided on the RISK Store Website, operated on behalf of the Customer by Riskmadeinwarsaw after Registration performed by the Customer.
10. **Login** – the individual identification of the Customer, required along with the Password to place an order with RISK Store. The Login consists of the Customer’s appropriate e-mail address.
11. **Entrepreneur** – a natural person, legal entity, or organizational entity without corporate status, having legal capacity according to an act of law, conducting the economic activity or professional activity on their behalf.
12. **Privileged Entrepreneur** - a natural person concluding a contract directly related to its economic activity, when the content of this contract shows that it does not have a professional nature for that person, resulting in particular from the subject of its economic activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity.

13. **Privacy Policy** – the privacy policy which applies to the website available at the following URL: www.riskmadeinwarsaw.com/en/privacy-policy, establishing the method and extent of processing of personal data of Customers and constituting an integral part of these Terms and Conditions.
14. **Terms and Conditions** – these regulations for the use of RISK Store.
15. **Registration** – the procedure specified in the Terms and Conditions, required for the use of all functionalities of RISK Store by the Customer.
16. **Riskmadeinwarsaw** – economic activity conducted in the form of a joint stock company Risk S.A., correspondence address: ul. Szpitalna 6A/11, 00-031 Warsaw, Poland, entered into the registry of entrepreneurs run by the District Court in Warsaw, 12th Commercial Division under the no. KRS: 0000953550, VAT identification number (NIP): 1132855615. National Business Registry Number (REGON): 146129025. E-mail address: customercare@riskmadeinwarsaw.com, phone number +22 490 20 51.
17. **RISK Store Website** – websites on which Riskmadeinwarsaw operates the RISK Store under the domain name www.riskmadeinwarsaw.com.
18. **Item** – a product offered by Riskmadeinwarsaw through the RISK Store Website.
19. **Durable Medium** – material or device which enables the Customer to store information addressed personally to them in a way accessible for future reference for a period of time adequate for the purposes of the information, and which allows the unchanged reproduction of the information stored.
20. **Digital Content** – data created and provided in digital format.
21. **Contract of Sale** – the remote sales agreement concluded through electronic means without the simultaneous physical presence of the parties and pursuant to the Terms and Conditions, made by and between the Customer and Riskmadeinwarsaw.
22. **Act** – act of 30th of May 2014 on Consumer Rights (Journal of Laws of 2024 no. 1796 with changes).

All capitalized terms undefined within this Terms and Conditions shall have the meaning set out in the Act.

§ 2 Introduction

1. As Riskmadeinwarsaw, **we hold all rights** to RISK Store, including copyrights, intellectual property rights to its name, Internet domain name, the RISK Store Website, as well as the standards, forms, and logos in our use. They may be used only as specified by us in and in accordance with the Terms and Conditions.
2. Within the RISK Online Store, only Riskmadeinwarsaw – a company under the name Risk S.A. – is the entity offering goods or services for sale. No other entrepreneurs or consumers offer their goods or services through the RISK Online Store.
3. Riskmadeinwarsaw makes RISK Store available via the Internet and the RISK Store Website, as a communications and information technology system.
4. Riskmadeinwarsaw reserves the right to publish advertisements related to the Items offered, as well as to goods and services of third parties, on the RISK Store Website.
5. RISK Store or the RISK Store Website may not be used by Customers or third parties for the distribution of spam messages.

6. The RISK Online Store may only be used in accordance with the rules and to the extent specified by us in the Terms and Conditions.
7. The Customer using RISK Store is not entitled to interfere in any way with the Digital Content, structure, form, graphic elements, or mechanics of RISK Store. Provision by the Customer of illegal content is prohibited, as is the use of RISK Store, the RISK Store Website, or the gratuitous services provided by Riskmadeinwarsaw in a manner that violates the law, the principles of morality, or the personal rights of third parties or Riskmadeinwarsaw.
8. The Customer is entitled to use the RISK Store Websites for their personal use only. The Customer is not allowed to use the resources and functions of the RISK Store Websites to pursue a commercial activity or any activities that would infringe upon the interests of Riskmadeinwarsaw.
9. The use of RISK Store denotes any activity whereby the Customer becomes acquainted with the Digital Content of the RISK Store Website, subject to the provisions of § 3 of the Terms and Conditions.
10. Riskmadeinwarsaw will endeavor to enable the use of our RISK Online Store by Customers through all of the popular web browsers, operating systems, types of devices, and types of Internet connections. The minimum technical requirements enabling the use of the RISK Store Websites to consist of a web browser of a version not older than (Internet Explorer 10, Chrome 30, Firefox 24, Opera 16, Safari 5.1), accepting cookie files, with Javascript support enabled, with the Adobe Flash plugin installed, and without any systems that block the display of Flash objects, and of an Internet connection of at least 1 M/s.
11. To place an order with RISK Store and to use the Customer Account available on the RISK Store Websites, the Customer must own an active e-mail account.
12. As Riskmadeinwarsaw, we declare that the public nature of the Internet and the use of services provided by electronic means may entail the risk of acquisition and modification of Customers' data by unauthorized parties, therefore Customers should apply appropriate technical measures to minimize the aforementioned risks (use up-to-date antivirus software and programs which protect the identity of Internet users).
13. Riskmadeinwarsaw creates and implements precautions against the unauthorized use, reproduction, or distribution of the content published on the RISK Store Websites. Whenever these measures are applied by Riskmadeinwarsaw, the Customers undertake to refrain from any actions intended to remove or circumvent any such precautions or solutions.

§ 3 Registration at the RISK Online Store

1. To create a Customer Account, the Customer is required to perform a gratuitous Registration, whereas Registration is not required for Customers to place orders with RISK Store.
2. To perform the Registration, the Customer must complete the registration form we provide on the RISK Store Website and submit the completed registration form to Riskmadeinwarsaw by electronic means, by selecting the appropriate function in the registration form. During Registration, the Customer determines the Password.

3. While completing the registration form, the Customer must follow the following rules:
 - a. the Customer must fill in all fields in the registration form unless a field is optional;
 - b. the information entered in the registration form must be true and pertaining to the Customer;
 - c. the Customer must take cognizance and confirm having taken cognizance of the Terms and Conditions and the Privacy Policy by marking the appropriate box in the registration form;
 - d. the Customer must give consent to the processing of their personal data, which is carried out in a manner, within the scope and for a purpose specified in detail in the Privacy Policy. Giving consent to the processing of personal data is voluntary, but it is necessary for Registration and setting up of a Customer Account;
 - e. the Customer must state, by marking the appropriate box in the registration form, their intent to enter into the contract for the provision by electronic means of the Customer Account service by Riskmadeinwarsaw. Failure of the Customer to state the intent to enter into the contract prevents Registration and creation of the Customer Account.
4. Submission of the completed registration form is equivalent to:
 - a. acknowledgment and acceptance of the Terms and Conditions and the Privacy Policy by the Customer;
 - b. authorization of Riskmadeinwarsaw to process the Customer's personal data specified in the registration form in order to provide the Customer Account service, and permission for Riskmadeinwarsaw to transmit information pertaining to technical support for the Customer Account to the e-mail address submitted by the Customer during Registration. Detailed information on processing of Customer's personal data, including legal basis for such processing and purposes of processing of personal data are set out by the Privacy Policy;
 - c. the data controller of the personal data of the users of the RISK Store Website, within the meaning of art. 4 point 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, is „RISK” S.A., with its registered office in Warsaw, address: ul. Szpitalna 6A/11, 00-031 Warszawa, entered into the commercial register maintained by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register (KRS) under the following number: 0000953550, VAT identification number (NIP): 1132855615, National Business Registry Number (REGON): 146129025, e-mail address: customercare@riskmadeinwarsaw.com, phone number: [+48 22 490 20 51](tel:+48224902051), the owner of the RISK Store Website. Full information pertaining to the processing of the Customers' personal data by RISK is outlined in the Privacy Policy

available at the following URL: <https://www.riskmadeinwarsaw.com/en/terms-and-conditions/>.

5. Promptly after submission of the completed registration form, the Customer shall receive at their e-mail address registration confirmation transmitted by Riskmadeinwarsaw by electronic means. Thereupon, the Customer obtains access to the Customer Account and becomes entitled to change the data submitted during data Registration, except for the Login, and to use the remaining services provided by Riskmadeinwarsaw through the RISK Store Website.
6. The creation of a Customer Account by the Customer stipulates the conclusion of a free-of-charge digital services agreement with Riskmadeinwarsaw, under which Riskmadeinwarsaw provides the Customer with services consisting of maintaining and operating the Customer Account on the RISK Website and enabling the Customer to use the Customer Account for an indefinite period of time, without prejudice to paragraph 11 sec. 9 and 10 below. Detailed provisions concerning these services of Riskmadeinwarsaw are contained in § 11 of the Terms and Conditions.
7. The Customer is obliged to use best efforts in order to maintain confidentiality and prevent disclosure of the Password to third parties. The Customer is obliged to immediately notify Riskmadeinwarsaw of the loss of the Password to unauthorized parties. Should that occur, the Customer must immediately change the Password using the appropriate functionality of the Customer Account.

§ 4 Orders, payments, and order processing

1. The information published on the Online Store Website constitutes an invitation to submit offers to conclude a Contract of Sale.
2. The Customer may place orders with the RISK Online Store, through the RISK Store Website, twenty-four (24) hours a day and 7 (seven) days a week.
3. The Customer places the order by selecting the „ADD TO CART” command and the desired Item on the RISK Store Website, and afterward, having prepared the entirety of the order and selected a Delivery method and a form of payment within the „CART,” by choosing the „SAVE AND PAY” field within the order form to submit the order form to Riskmadeinwarsaw. Before the order is submitted to Riskmadeinwarsaw, the Customer is shown the total price of the selected Items along with the total Delivery charge for the method selected and any additional charges applied to the order. The Customer is not charged with any additional costs of the purchase.
4. The placing of the order by the Customer, specified in section 3 above, constitutes the submission to Riskmadeinwarsaw of an offer to conclude a Contract of Sale. Riskmadeinwarsaw shall confirm by e-mail the reception of the offer submitted in such a manner.
5. The Contract of Sale is concluded upon the reception by Riskmadeinwarsaw of the offer to conclude the Contract of Sale, i.e. upon the confirmation by Riskmadeinwarsaw with the Customer of the reception of the order and of the assignment thereof to processing. Riskmadeinwarsaw shall send to the e-mail address provided by the Customer the confirmation of reception of the order within a reasonable time after the Customer

places the order in accordance with section 3 above, but in any case no later than at the time of delivery of the Items.

6. Along with the confirmation of the reception of the order, Riskmadeinwarsaw shall provide the Customer with the terms of the Contract of Sale by sending them, on a Durable Medium, to the Customer's e-mail address or in writing to the address provided by the Customer during Registration or when placing the order.

§ 5 Payment and Delivery

1. Prices presented on RISK Store Website alongside specific Items:
 - a. are gross prices (including VAT), stated in Polish zlotys, euro or US dollars, depending on the Customer's selection;
 - b. do not include information pertaining to Delivery charges;
 - c. do not include information pertaining to possible customs duties.
2. The final price, binding upon the parties to the sales agreement, is the price of the Item as presented on the RISK Store Website at the time of placement of the order by the Customer. Information regarding the total value of the order, including the cost of delivery and cost of payment method chosen by the Customer is determined each time within the „CART” after the Customer has selected the Delivery method and form of payment.
3. The Customer may choose between the following forms of payment for the Items ordered:
 - a. cash on delivery – payment to the Supplier at the time of Delivery (in this case processing and shipment of the order shall begin once Riskmadeinwarsaw has sent to the Customer the confirmation of order placement);
 - b. bank transfer via the external PayU payment system, operated by PayU S.A. with its registered office in Poznań (in this case, processing of the order shall begin once Riskmadeinwarsaw has sent to the Customer the confirmation of assigning the order to process, and once Riskmadeinwarsaw has received notification from PayU systems that the Customer had completed payment.);
 - c. bank transfer via the external PayPal payment system, operated by PayPal S.A. (Europe) S.à r.l. & Cie, S.C.A. with its registered office in Luxembourg (in this case, processing of the order shall begin once Riskmadeinwarsaw has sent to the Customer the confirmation of assigning the order to process, and once Riskmadeinwarsaw has received notification from PayPal systems that the Customer had completed payment.);
 - d. Gift Card.
4. The Customer may not make partial payments by paying one part in advance and the remaining part on Delivery. The Customer each time shall be notified of the due date for the payment, taking into account the Delivery method on the order card or within the message confirming the acceptance of the order.
5. On the RISK Store Website, Riskmadeinwarsaw shall display information indicating the time necessary to fulfill the order. If the order includes the Items with different order fulfillment times, the order will be shipped when all products are completed.

6. Ordered Items are delivered to the Customer through the Supplier, to the address indicated in the order form.
7. The Customer must examine the delivered parcel in time and manner customary for shipments of that type, if possible in the presence of the employee of the Supplier.
8. Upon detection that the parcel is damaged or incomplete, the Customer is entitled to demand that the Supplier's employee prepares a relevant report.
9. Riskmadeinwarsaw shall send via e-mail a VAT invoice for the Items included in the Delivery.
10. In the event of absence of the Customer at the address specified by the Customer as a Delivery address upon order placement, an employee of the Supplier shall leave an advice note. Should the ordered Items be returned by the Supplier to the RISK Online Store, Riskmadeinwarsaw shall contact the Customer via e-mail or phone to arrange a new Delivery date and cost with the Customer.

§ 6 Promotions

1. Riskmadeinwarsaw will be announcing, through the RISK Store Website, promotional campaigns pertaining to the potential reduction of Delivery charges in the event of placement by Customers of Orders with a specific value.
2. In the event of placement by the Customer of an Order with a value associated with the promotional campaign pertaining to reduction of Delivery charges, as described in section 1 above, each Delivery charge will be reduced by 12 (twelve) zlotys through the application of an automatic discount code.
3. Reduction of Delivery cost only applies to the Orders paid in Polish zlotys (PLN).
4. Actions referred to in sections 1–3 above cannot be combined with other promotions accessed through the application of a code, including the use of a Gift Card.
5. Riskmadeinwarsaw will be announcing, through the RISK Store Website or social media channels, promotional campaigns available in specific periods or while supplies last.
6. In case of a promotion specified as accessible through meeting a required minimum order value, returning a product that had been included in the aforementioned order shall render the promotion/gift invalid and bound to be returned.
7. Riskmadeinwarsaw is entitled to rescind a promotional campaign or change its conditions at any time, provided that the change does not interfere with any rights acquired by the customers before the day of the rescission or the change of conditions.
8. Promotions and codes cannot be combined unless the terms and conditions of the promotional campaign are stated differently.
9. The specific regulations pertaining to the acquisition and use of the Gift Cards are specified in the Gift Card Terms and Conditions.

§ 7 Liability and statutory warranty

1. Riskmadeinwarsaw shall be liable for non-performance or improper performance of the agreement, whereas in case of agreements with Customers who are Entrepreneurs Riskmadeinwarsaw shall be liable only for willful misconduct and gross negligence and

within the limits of losses actually incurred by the Customer being an Entrepreneur. For the avoidance of doubt the remainder of the provisions of this § 7 applies only to the Customers being also Consumers or Privileged Entrepreneurs.

2. Riskmadeinwarsaw ensures the delivery of Items having properties compliant with the concluded Sales Agreement and is liable to the Customer if the Items are not compliant with the concluded Sales Agreement.
3. The Items are compliant with the concluded Sales Agreement if the description, type, quantity, quality, completeness, and functionality of the Items conform with the terms of the Sales Agreement. Riskmadeinwarsaw is liable for the lack of conformity of the Items with the Sales Agreement existing at the time of delivery and revealed within two years from that moment.
4. If the Items are not compliant with the Sales Agreement, the Customer may request the replacement or repair of the Items. Riskmadeinwarsaw shall carry out the repair or replacement of the Items within a reasonable time from the moment the Customer makes such a request. The cost of repair or replacement shall be borne by Riskmadeinwarsaw. The Customer is obliged to make the Items subject to repair or replacement available to Riskmadeinwarsaw, and Riskmadeinwarsaw shall collect the Items from the Customer at its own expense.
5. The Customer may submit a declaration requesting a price reduction or withdrawal from the Sales Agreement if:
 - a. Riskmadeinwarsaw refuses to replace the Items, or the replacement does not bring the Items into conformity with the Sales Agreement, or the lack of conformity persists despite Riskmadeinwarsaw's efforts to ensure conformity;
 - b. the lack of conformity is significant enough to justify a price reduction or withdrawal without first requesting repair or replacement;
 - c. it is clear from Riskmadeinwarsaw's statement or the circumstances that the Items will not be brought into conformity within a reasonable time or without undue inconvenience to the Customer.

In the case of a price reduction request, the reduced price must remain in the same proportion to the price stipulated in the Sales Agreement as the value of the non-conforming Items to the value of conforming Items. The Customer may not withdraw from the Sales Agreement if the lack of conformity is insignificant, although it is presumed that the non-conformity is significant.

6. Riskmadeinwarsaw shall refund the amounts due to the Customer as a result of a price reduction immediately, but no later than within 14 days from the date of receipt of the Customer's price reduction declaration.
7. If the lack of conformity concerns only some of the Items delivered under a single Sales Agreement, the Customer may withdraw from the Agreement only in relation to those Items, as well as any other Items purchased under the same Agreement, if it would be unreasonable to expect the Customer to retain only the conforming Items.
8. In the event of withdrawal, the Customer shall return the Items to Riskmadeinwarsaw immediately, at Riskmadeinwarsaw's cost. Riskmadeinwarsaw shall refund the price to the Customer without delay, no later than within 14 days from the date of receipt of the Items or proof of their return.

9. Riskmadeinwarsaw shall refund the price using the same payment method as used by the Customer, unless the Customer has expressly agreed to a different method of refund that does not incur any cost to them.

§ 8 Claims

1. Any claims related to the Items or to performance of the Contract of Sale, as well as claims connected to the RISK Store Website or Customer Account may be submitted by the Customer, in writing or in electronic form (e-mail message), to Riskmadeinwarsaw's address customercare@riskmadeinwarsaw.com or to phone number +22 490 20 51.
2. Riskmadeinwarsaw shall, within 14 days from the date of the request containing the claim, issue an opinion on the claim relating to an Item or to performance of the Contract of Sale submitted by the Customer. The lack of response to Consumer's claim within the deadline set out above shall be considered acknowledgement of the claim.
3. The faulty Item must be delivered or sent to Riskmadeinwarsaw's address.
4. Each claimed product should be clean, properly packed, and secured. In the event of an approved claim, the damaged item will be repaired or replaced with the same, full-value product, and if it is impossible, the store will refund its cost.
5. The Customer may file a claim to Riskmadeinwarsaw in relation to the use of gratuitous online services provided by Riskmadeinwarsaw. The claim may be submitted in digital format to Riskmadeinwarsaw's e-mail address. The Customer may use the claim form available on the RISK Store Website. In the claim, the Customer shall include a description of the problem. Riskmadeinwarsaw shall review the claim and respond to the Customer without delay and not later than within 14 days.

§ 9 Out-of-Court Methods for Resolution of Complaints and Settling Claims

If the Client is a Consumer or Privileged Entrepreneur, and the complaint procedure does not bring the result expected by the Client, the Client may use the following methods of resolving the dispute:

1. Submitting an application for dispute resolution to a permanent amicable consumer court operating at the side of the Trade Inspection – a list of such courts is available here: <https://uokik.gov.pl/kontakt-inspekcja-handlowa>;
2. Submitting an application for mediation proceedings to the provincial inspector of the Trade Inspection competent for the Client's place of residence or Riskmadeinwarsaw's seat;
3. Using free assistance from the district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (e.g. the Consumer Federation, Association of Polish Consumers) is also possible. Detailed information regarding the possibility for the Client, who is a consumer, to use out-of-court methods of handling complaints and pursuing claims, as well as the rules of access to these procedures, is available on the website of the Office of Competition and Consumer Protection at: https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumentow.

§ 10 Rescission of the Contract of Sale and refunds

1. The Customer who is a Consumer or Privileged Entrepreneur that has concluded the Contract of Sale may rescind the Contract of Sale within 14 days without giving reason (Article 27 of the Act), on the terms described in this paragraph (all regulations of present §10 regarding the Consumer shall apply to the Privileged Entrepreneur) and chapter 4 of the Act. The time period for rescission of the Contract of Sale shall start once the Customer comes into possession of the Item. In case of the Contract of Sale, which includes the delivery of many Items delivered separately, in batches or in parts – from the moment of the Customer coming into possession of the last Item, last batch or its last part.
2. The Customer may rescind the Contract of Sale by submitting a statement of rescission to Riskmadeinwarsaw. The statement of rescission may be submitted on the form, the template whereof has been made available by Riskmadeinwarsaw on the Online Store Website. Sending the statement before the expiration of the time period is sufficient for meeting the deadline.
3. In the event of rescission of the Contract of Sale, the contract shall be treated as if it had never been concluded.
4. Should the Customer submit the statement of rescission of Contract of Sale before Riskmadeinwarsaw accepts the Customer's offer, the offer ceases to be binding.
5. Riskmadeinwarsaw is obliged to immediately refund, not later than within 14 days from the date of reception of the Customer's statement of rescission of the Contract of Sale, to the Customer all payments made by the Customer, including the charge for Delivery of the Item to the Customer. Riskmadeinwarsaw may withhold the refund of payments received from the Customer until reception of the returned Item or proof, supplied by the Customer, of the Item having been sent, whichever occurs earlier.
6. If the Customer exercising the right to rescind chooses to ship the Item in a manner other than the cheapest standard Delivery method offered by Riskmadeinwarsaw, Riskmadeinwarsaw is not obligated to reimburse the Customer for the additional costs incurred by the Customer.
7. In case of a partial return of an order, the delivery charge shall not be refunded.
8. The Consumer is obligated to immediately return the Item to Riskmadeinwarsaw, not later than within 14 days from the date of rescission of the Contract of Sale by the Consumer, unless Riskmadeinwarsaw had offered to collect the Item themselves. Dispatching the product before the expiration of that time period is sufficient for meeting the deadline.
9. The Customer may return the Items via a selected courier company using the return form available on the website: <https://wygodnezwroty.pl/riskmadeinwarsaw> – if this method of return is chosen, the Customer should first read the terms and conditions available on the aforementioned website, then complete the form, pay the return shipping costs, and carry out the return in accordance with the selected method and the instructions provided on the aforementioned website, i.e., via the selected courier company and to the designated return location.

10. The Customer shall bear liability for any decrease in the value of the Item resulting from any use thereof that exceeds the manner necessary to determine the nature, features, and functioning of the Item.
11. The cost of returning the Items in case of a rescission of the Contract of Sale shall be covered by the Customer.
12. Riskmadeinwarsaw shall issue the refund using the same payment means the Customer had used to pay unless the Customer has expressly agreed to a refund through other means which do not incur any costs to the Customer. In the case of payment with the use of a Gift Card, the funds are first returned to the Gift Card, and then to the next method of payment (§ 3 section 14 of the Regulations for Gift Cards will apply).
13. Riskmadeinwarsaw may deduct from the refund executed due to the Customer's rescission of the contract the liability owed to Riskmadeinwarsaw on account of the decrease in the value of the Item resulting from any use thereof that exceeds the manner necessary to determine the nature, features, and functioning of the Item.
14. In case of a rescission of a Contract of Sale which had been concluded by the Customer with the use of a discount code, the used discount code shall not be returned.
15. Riskmadeinwarsaw does not offer to Customers the possibility to exchange a non-defective Item for an Item of a different size or color. In such a case, the Customer should rescind the Contract of Sale which encompasses the unfitting Item within the statutory time limit, and place another Order for an Item that meets the Customer's preferences.

§ 11 Services

1. Riskmadeinwarsaw renders the following online services to the Customer free of charge:
 - a. Customer Account service;
 - b. Newsletter.
2. The services specified in section 1 above shall be provided 7 days a week, 24 hours a day.
3. Riskmadeinwarsaw reserves the right to choose and change the type, form, time, and method of providing access to some of these services, and shall notify the Customer of these in the manner applied in the event of an amendment to the Terms and Conditions.
4. The Customer Account service is available after Registration, on terms established in § 3 of the Terms and Conditions.
5. The Newsletter service is available to any Customer who during Registration marks the appropriate field in the registration form and enters their e-mail address through the dedicated registration form made available by Riskmadeinwarsaw on the Online Store Website and who agrees to use the service. Upon submission of the completed dedicated form, the Customer shall immediately receive from Riskmadeinwarsaw to the e-mail address specified in the dedicated form the online confirmation of reception by Riskmadeinwarsaw of the completed form along with a redirection to the Online Store Website, by means whereof the Customer is obliged to confirm their intent to use the service. Confirmation of intent to use the service, performed by the Customer, is required to initiate the provision of the Newsletter service.

6. The Newsletter service consists of messages in digital format, sent by Riskmadeinwarsaw to the respective Customers' e-mail addresses, containing information on new products or services offered by Riskmadeinwarsaw. The Newsletter shall be sent by Riskmadeinwarsaw to each Customer who has subscribed to it.
7. Each Newsletter directed to the Customers shall include the following, in particular:
 - a. information on the sender;
 - b. the completed „subject” field, describing the contents of the message, and
 - c. information on the possibility to opt-out of the free Newsletter service and the method of accomplishing thereof.
8. The Customer may at any time opt-out of receiving the Newsletter by unsubscribing, which is accomplished by sending a message to the e-mail address: customercare@riskmadeinwarsaw.com.
9. The Customer who has completed Registration may delete the Customer Account themselves or submit an appropriate request to Riskmadeinwarsaw, whereas in the event that a request for deletion of the Customer Account shall be submitted to Riskmadeinwarsaw, the account must be deleted within 14 (fourteen) days of submission of the request.
10. Riskmadeinwarsaw is entitled to block access to the Customer Account and gratuitous services in the event that the Customer acts to the detriment of Riskmadeinwarsaw or other Customers, the Customer breaches the law or the Terms and Conditions, or that blocking access to the Customer Account and gratuitous services is justified on grounds of security – in particular by: the Customer breaching securities of the Online Store Website or performing other hacking activities. Blocking of access to the Customer Account and gratuitous services for the abovementioned reasons shall last for the time period necessary to resolve the issues giving rise to the blocking of access to the Customer Account and gratuitous services. Riskmadeinwarsaw shall notify the Customer of the intent to block access to the Customer Account and gratuitous services 3 Business Days in advance, in an e-mail sent to the address provided by the Customer in the registration form.

§ 12 Final provisions and amendments to Terms and Conditions

1. The Terms and Conditions enter into force on the date of publication on the Online Store website, replacing the previously existing Online Store terms and conditions.
2. The contents of these Terms and Conditions may be recorded by printing, copying to a storage device, or downloading at any time from the Online Store websites.
3. The Terms and Conditions may be amended. Riskmadeinwarsaw shall inform all Customers of the content of the amendment to the Terms and Conditions by publishing information on the amendment to the Terms and Conditions on the Online Store homepage, including a summary of the amendment to the Terms and Conditions, and maintaining this information on the Online Store homepage for a minimum of 10 consecutive business days, whereas Customers who have a Customer Account shall be additionally notified by Riskmadeinwarsaw through an e-mail, sent to the e-mail addresses specified by the Customers in the registration form, containing a summary of the amendment to the Terms and Conditions.

4. Notification of amendment to the Terms and Conditions, performed as established above, shall occur at least 7 business days in advance of the implementation of the amended Terms and Conditions. If the Customer has a Customer Account and does not accept the new contents of the Terms and Conditions, they are obliged to notify Riskmadeinwarsaw of that within 7 days from the date of notification of the amendment to the Terms and Conditions. Unacceptance shall result in termination of the contract for gratuitous online services, subject to the preservation of any rights acquired by the parties.
5. All orders accepted by the Store prior to the day of amendment to the Terms and Conditions shall be processed pursuant to the Terms and Conditions in force at the date of placing the order by the Customer.
6. In the event of a dispute in connection with the concluded Contract of Sale, the parties shall seek to resolve the matter amicably. Each Customer is entitled to use out-of-court methods for the resolution of complaints and settling claims. In this regard, the Customer may use mediation. The lists of permanent mediators and extant mediation centers are submitted and made available by the Presidents of competent Regional Courts.

These Terms and Conditions apply from 24/07/2025