

TERMS AND CONDITIONS RISK MADE IN WARSAW ONLINE STORE

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, 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/9, 00-031 Warsaw, Poland. VAT identification number (NIP): 1132855615. National Business Registry Number (REGON): 146129025. E-mail address: customercare@riskmadeinwarsaw.com.
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.

§ 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. Riskmadeinwarsaw makes RISK Store available via the Internet and the RISK Store Website, as a communications and information technology system.
3. 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.
4. RISK Store or the RISK Store Website may not be used by Customers or third parties for the distribution of spam messages.
5. 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. To place an order with RISK Store and to use the services available on the RISK Store Websites, the Customer must own an active e-mail account.
11. 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).
12. 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;
 - 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/9, 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, 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 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 total price of the selected Items shall be displayed along with the total Delivery charge for the method selected and any additional charges applied to the order.
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.
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.
7. Riskmadeinwarsaw reserves the right not to complete an order or part thereof in case of lack of the ordered product, which the Customer shall be informed of via phone or e-mail.

§ 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 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. bank transfer or credit card payment executed via the external Tpay payment system, operated by Krajowy Integrator Płatności with its registered office in Poznań, at the following address: ul. Św. Marcin 73/6, 61-808 Poznań, National Court Register (KRS): 0000412357;
 - e. 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.
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, 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. The Customer may personally pick up the ordered Items at RISK Boutique, located at the following address: Szpitalna 6A/1, Warsaw 00-031 Riskmadeinwarsaw. The collection is allowed during the working days provided at the RISK Store Website.
10. Riskmadeinwarsaw shall send via e-mail a VAT invoice for the Items included in the Delivery.
11. 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 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 and Privileged Entrepreneurs Riskmadeinwarsaw shall be liable only for deliberate damage and within the limits of losses incurred by the Customer being an Entrepreneur and Privileged Entrepreneur.
2. Riskmadeinwarsaw ensures the Delivery of Items free of physical and legal defects. Riskmadeinwarsaw shall be liable towards the Customer if the Item has a physical or legal defect (implied warranty).
3. If the Item is defective, the Customer may submit a statement of a price reduction or withdrawal from the Contract of Sale, unless Riskmadeinwarsaw, immediately and without excessive inconvenience to the Customer, replaces the defective Item with a non-defective one or removes the defect. This limitation shall not apply if the Item has already been replaced or repaired by Riskmadeinwarsaw, or if Riskmadeinwarsaw has

failed to fulfill the obligation to replace the Item with a non-defective one or to remove the defect. The Customer is entitled to demand, instead of removal of the defect as per Riskmadeinwarsaw's proposal, replacement of the Item with a non-defective one, or to demand removal of the defect instead of replacement of the Item, unless making the product compliant with the agreement in the manner selected by the Customer is impossible or would require excessive costs as against the manner proposed by Riskmadeinwarsaw. The determination of whether the costs are excessive shall take into account the value of the defect-free Item, the type, and importance of the discovered defect, as well as any inconvenience to the Customer entailed by other manners of satisfying the claim. The cost of repair or replacement shall be covered by Riskmadeinwarsaw.

4. Exercising their rights that arise from the implied warranty, the Customer shall deliver the defective product to Riskmadeinwarsaw's address. The delivery cost shall be covered by Riskmadeinwarsaw if the Customer is a Consumer.
5. Riskmadeinwarsaw shall be liable under the implied warranty if a physical defect is discovered before two years since releasing of the Item to the Customer. The claim for removal of the defect or replacement of the Item with a defect-free one shall be barred by the statute of limitations after one year, however, the end of this time period may not fall before the end of the time period specified in the first sentence. Within this time period, the Customer may rescind the Contract of Sale or submit a statement of price reduction due to a defect of the Item. If the Customer has demanded replacement of the Item with a defect-free one or removal of the defect, the time period for rescission of the Contract of Sale or submission of the statement of price reduction shall start upon expiration of the time period for replacement of the Item or removal of the defect.

§ 8 Claims

1. Any claims related to the Items or to performance of the Contract of Sale may be submitted by the Customer, in writing, to Riskmadeinwarsaw's address.
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.
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 – the ODR Platform

1. The Consumer may make use of the platform for online dispute resolution for consumer disputes (the ODR platform) in accordance with the Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR).
2. The European ODR platform is expected to facilitate the independent, impartial, transparent, effective, fast, and fair out-of-court resolution of disputes between consumers and traders online, concerning contractual obligations stemming from online sales or service contracts between a consumer resident in the European Union and a trader established in the European Union.
3. Here we publish the hyperlink to the ODR Platform: ec.europa.eu/consumers/odr
4. At the same time, we reiterate Riskmadeinwarsaw's e-mail address for Consumer contact: customercare@riskmadeinwarsaw.com
5. Making use of the available out-of-court methods for resolution of complaints and settling claims is possible after the complaint procedure has been concluded and is of voluntary character – both parties need to agree to the proceedings. Riskmadeinwarsaw agrees to use out-of-court dispute resolution for disputes with Consumers.

§ 10 Rescission of the Contract of Sale and refunds

1. The Customer who is a Consumer and 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 of 30 May 2014 on consumer rights), on the terms described in this paragraph (all regulations of present §10 regarding the Consumer shall apply to the Privileged Entrepreneur). The time period for rescission of the Contract of Sale shall start once the Customer comes into possession of the Item.
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 returned Item must be mailed to the following address: DTW LOGISTICS – RISK, Kopytów 44E, 05-870 Błonie. In the case of returning the Items to the address other than the one mentioned above, including, in particular, in the case of returning the Items at the RISK Boutique or to the address of Riskmadeinwarsaw, the date of receipt of the Items back within the meaning of paragraph 5 above is the date of delivery of the returned Items from the RISK Boutique or the address of Riskmadeinwarsaw office to the address DTW LOGISTICS - RISK, Kopytów 44E, 05-870 Błonie.
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 Item must be returned in unchanged condition unless the change was necessary within the limits of ordinary management. The return may be performed:
 - a. at Customer's expense through InPost S.A., a courier company, Poczta Polska S.A. (recorded delivery) or another carrier which allows for sending recorded deliveries, by shipping the Item to the following address: DTW LOGISTICS – RISK, Kopytów 44E, 05- 870 Błonie, or
 - b. billed to Riskmadeinwarsaw through a dedicated courier company or the use of a prepaid return label attached to the package. The label allows for dispatching the package at any DHL ParcelShop outlet (e.g. Freshmarket, Inmedio, Relay, 1minute, Shell). According to the present § 10 section 11(c) of the Terms and Conditions, Riskmadeinwarsaw shall cover the cost of returning these Items which were carried out only within the territory of Poland.
12. Subject to § 10 section 11(c) of the Terms and Conditions, the cost of returning the Items in case of a rescission of the Contract of Sale shall be covered by the Customer.
13. 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).
14. 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.

15. 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.
16. 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.
17. In the event that after the expiry of the deadline for rescission of the Contract of Sale referred to in § 10 para. 1 above, the Customer will use the rights resulting from the warranty for defects in the Items (§7 of the Regulations), and Riskmadeinwarsaw will replace the Items with a product free from defects and deliver the Item to the Customer in this way, the Customer is not entitled to rescind of the Contract of Sale pursuant to art. 27 of the Act of May 30, 2014, on consumer rights, referred to in §10 para. 1 above.
18. If the Customer submits a declaration of rescission from the Contract of Sale in the situation referred to in paragraph 17 above and returns the Items to Riskmadeinwarsaw, Riskmadeinwarsaw will request the Customer to collect the Items within 14 days. In the event of ineffective expiry of the specified period, RISK will be entitled to charge the Customer with the obligation to incur charges for non-contractual storage of the Items or the costs of returning the Items to the Customer by post or courier.

§ 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 29.03.2022.