

ONLINE STORE TERMS AND CONDITIONS

OLGA E ROBERTO

Preliminary Provisions

These Terms and Conditions govern the use of the Online Store available at www.olgaeroberto.pl, including, in particular: the terms and procedures for concluding distance sales contracts, the rights and obligations of Customers, and the manner in which the Seller provides electronic services.

The owner of the Online Store and the entity providing electronic services and selling Goods through it is OLGA E ROBERTO SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, a limited liability company with its registered office in Częstochowa, Poland (address: ul. Batalionów Chłopskich 138, 42-209 Częstochowa, Poland), entered in the Central Register and Information on Business Activity (CEIDG) under NIP (Tax Identification Number): 9492280842, REGON (National Business Registry Number): 543534310.

Definitions used in these Terms and Conditions shall have the following meanings:

Terms and Conditions – this document,

Seller – OLGA E ROBERTO SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, a limited liability company with its registered office in Częstochowa, Poland (address: ul. Batalionów Chłopskich 138, 42-209 Częstochowa, Poland), entered in CEIDG under NIP: 9492280842, REGON: 543534310, which offers and sells Goods to Customers through the Online Store,

Online Store – the sales platform available at www.olgaeroberto.pl, enabling Customers to place Orders and conclude sales contracts with the Seller,

Website – the Online Store's website, together with all its subpages, functionalities, and digital resources made available by the Seller,

Customer – a natural person, legal entity, or organizational unit granted legal capacity by applicable law, who concludes a sales contract (Contract) with the Seller; in the case of a natural person, this includes both a consumer within the meaning of Article 22¹ of the Civil Code and an entrepreneur exercising consumer rights,

Entrepreneur – a natural person, legal entity, or organizational unit referred to in Article 43¹ of the Civil Code, conducting business or professional activities in their own name,

Account / Customer Account – a set of resources in the Seller's IT system individually assigned to the Customer, containing, inter alia, data provided by the Customer and the history of placed Orders,

Order – a declaration of intent by the Customer aimed directly at concluding a sales contract (Contract) for Goods with the Seller, submitted using the Online Store's functionality,

Goods – products offered by the Seller through the Online Store, being the subject of a sales contract (Contract) concluded with the Customer,

Order Form – an electronic form available in the Online Store, enabling the Customer to place an Order, select Goods, choose a delivery method and payment method, and enter Customer data,

Contract – a sales contract for Goods concluded between the Customer and the Seller through the Online Store,

Shopping Cart - a Website functionality enabling the Customer to manage selected Goods before placing an Order, including viewing, adding, removing items, and previewing the final Order value,

Contact Form - an interactive form available on the Website, enabling the Customer to send messages to the Seller directly from the Online Store's website,

Customer Service Office - the Seller's organizational unit responsible for communicating with Customers, providing information about the Online Store's offer, accepting complaints and notifications, fulfilling Orders, and providing after-sales service,

Internet - the territorially unlimited computer network used for data transmission, including accessing the Online Store,

Website Operator - the entity managing the IT infrastructure of the Online Store (in this case, the Seller or a third party acting on the Seller's behalf),

Civil Code - the Act of 23 April 1964 - Civil Code (Journal of Laws 2024.1061),

Electronic Services Act - the Act of 18 July 2002 on the Provision of Electronic Services (Journal of Laws 2024.1513),

Consumer Rights Act - the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2024.1796),

Entrepreneurs' Law - the Act of 6 March 2018 - Entrepreneurs' Law (Journal of Laws 2024.236),

Copyright Act - the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws 2025.24).

The Seller may be contacted:

via the Contact Form available on the Website,

by email at: modaitalianaoer@gmail.com,

by telephone at: 731 300 323 (available Monday to Friday, 10:00 AM - 5:00 PM).

Information presented on individual pages and subpages of the Online Store - including descriptions of Goods, their technical specifications, functional properties, and prices - is for informational purposes only and does not constitute an offer within the meaning of Article 66 § 1 of the Civil Code. Such information constitutes only an invitation to treat within the meaning of Article 71 of the Civil Code.

The Seller informs Customers that the use of electronic services may involve risks inherent to all Internet users. Such risks include, inter alia, the possibility of malicious software being introduced into the Customer's IT system or unauthorized acquisition of data by third parties - which is an inherent risk of using the Internet and is independent of the Seller.

To minimize the risks mentioned above, Customers are advised to use legitimate, up-to-date antivirus software and an appropriate firewall.

Before placing an Order, the Customer is required to read these Terms and Conditions. Placing an Order constitutes acceptance of these Terms and Conditions.

These Terms and Conditions are continuously available on the Website (<https://olgaeroberto.pl/pl>) in a manner enabling the Customer to retrieve, reproduce, and record their content, including by saving or printing.

Rules for Using the Online Store

Use of the Online Store requires the Customer's IT system to meet the following minimum technical requirements: possession of a device with Internet access (computer, tablet, smartphone), access to an active email account, and an installed web browser supporting the HTTPS protocol.

Using the Online Store means any action by the Customer that results in familiarization with the content made available on the Website, including without the need for registration or placing an Order.

A Customer using the Online Store undertakes to:

- use the Online Store's website in accordance with applicable law, these Terms and Conditions, and good practice,

- refrain from actions that disrupt the functioning of the Online Store or may hinder other users' access to it,

- not provide or transmit unlawful, offensive, or third-party rights-infringing content within the Online Store's website – including content contrary to social norms or generally accepted good practice,

- not place unsolicited commercial information (spam) within the Online Store's website,

- use content and materials available on the Online Store's website solely for personal use.

The Customer shall not undertake actions that could threaten the security of the Online Store's IT system, in particular, attempts at unauthorized access to the Seller's resources, data of other Customers, or the Website's source code.

Should the Seller determine that the Customer is violating legal provisions, good practice, or these Terms and Conditions, the Seller reserves the right to restrict or completely block access to electronic services, after providing the Customer with prior written notice to cease such violations – unless providing such notice is not practicable.

Terms of Sale

Customers may place Orders and conclude sales contracts with the Seller 24 hours a day, 7 days a week, through the Online Store's website.

All Goods offered in the Online Store are brand new, free from physical and legal defects, and compliant with applicable law. Furthermore, they have been lawfully introduced to the Polish market.

Placing an Order requires the Customer to have an active email account – registration of an individual Account in the Online Store is not mandatory.

Placing an Order constitutes an intent to conclude a Contract between the Seller and the Customer in electronic form, by completing and submitting the Order Form available on the Website.

The Contract is concluded upon the Seller's electronic confirmation of Order acceptance.

To place an Order, the Customer selects the desired Goods and adds them to the Shopping Cart using the 'Add to cart' button visible next to each product, in accordance with the product description and price. After compiling the Order, the Customer proceeds to the Order Form, which must be completed according to the visible fields, including:

- indication of the selected Goods – specification of the product code and quantity,
- provision of personal data and invoicing details or other sales documentation – to the extent necessary for Order fulfillment,
- specification of the Goods delivery address,
- selection of the preferred delivery method,
- selection of one of the available payment methods

– finally, the Customer confirms the Order Form by completing the purchase (transaction) by clicking the 'Pay' button at the bottom of the page and confirms having read these Terms and Conditions.

During Order placement – including immediately before confirmation – the Customer receives clear information about the total gross price of selected Goods and delivery costs.

The Seller reserves the right to refuse Order fulfillment in exceptional, justified cases (for example, where the Customer has failed to provide complete essential data necessary for Order fulfillment). The Seller shall immediately inform the Customer of such refusal via the email address or telephone number provided by the Customer.

Sales contracts are concluded in Polish, in accordance with these Terms and Conditions.

Prices and Payment Methods

Prices of Goods are expressed in Polish złoty (PLN) and include all applicable taxes and fees, including VAT.

Delivery costs and any fees associated with the selected payment method are included in the Order summary and presented to the Customer before confirmation.

The Customer may pay for the Order using one of the following methods:

- electronic payment via the PayU SA online payment system,
- Cash on Delivery (COD) – payment in cash upon receipt of the parcel.

The Seller reserves full discretion to make additional payment methods available (including BLIK, instant transfers, and Visa or MasterCard card payments), in accordance with current business strategy or the changing service offering of the payment operator PayU SA.

The Seller's acceptance of the payment methods mentioned in the preceding paragraph does not mean that the Seller provides services in relation to those payment methods. The terms of providing such services are governed by the legal relationship between the Customer and the service provider handling the given payment method.

Delivery

Standard delivery of Goods is made within the territory of the Republic of Poland to the address indicated by the Customer during Order placement.

At the Customer's individual request, delivery of Goods to the territory of another European Union member state is possible. The terms of such delivery, including cost and fulfillment time, are determined individually with the Online Store's Customer Service Office. The Seller does not currently operate automated processing of foreign orders through the Website.

Information about available delivery methods and their costs is presented:

- in the description of the relevant Goods,
- in the Shopping Cart,
- on the Online Store's website subpage under the 'Cart' tab,
- in the email message confirming Order placement.

Goods are delivered via InPost Sp. z o.o. courier service and to collection points (i.e., the Seller's physical stores), according to the Customer's choice made during Order placement.

The expected Order fulfillment time is up to 4 business days from the date of payment clearance or confirmation of Order acceptance for fulfillment, unless a different timeframe is indicated in the description of a specific Good or during Order placement.

If an Order includes several Goods with different fulfillment times, the entire order will be dispatched by the Seller after all products have been assembled. The Parties may make alternative arrangements.

In the event of non-collection of a parcel and its return to the Seller, the Customer may be charged with the costs of re-shipment and return.

The Customer is obliged to provide correct and complete address data to enable proper delivery of the Goods. The Seller is not liable for delays or non-delivery resulting from errors in address or contact data provided by the Customer.

Upon receiving the parcel, Customers are advised to inspect its condition in the presence of the courier. In case of damage to or tampering with the parcel, a damage report should be prepared in accordance with the carrier's procedure.

The Seller provides the Customer with proof of purchase (invoice or receipt) in paper form together with the parcel or electronically, according to the Customer's preference indicated when placing the Order.

Right of Withdrawal

Customers who are consumers and entrepreneurs exercising consumer rights (i.e., natural persons conducting business who have concluded a sales contract directly related to their business activity, provided that the content of the contract shows that it does not have a professional character for such person) have the right to withdraw from the distance sales contract for Goods without giving reasons.

The withdrawal period is 14 calendar days from the date on which the Customer (or a third party designated by the Customer, other than the carrier) took possession of the Goods. In the case of a Contract covering multiple Goods, the period is calculated from the date of taking possession of the last item.

To meet the withdrawal deadline, it is sufficient to send an unambiguous statement of withdrawal from the Contract to the Seller before the deadline expires. Such a statement may be submitted:

via the Contact Form available on the Online Store's website (<https://olgaeroberto.pl/pl>),

by email to: modaitalianaoer@gmail.com,

by telephone at: 731 300 323,

in writing, addressed to: OLGA E ROBERTO SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, ul. Batalionów Chłopskich 138, 42-209 Częstochowa, Poland.

The Customer may use the model withdrawal form attached as an appendix to these Terms and Conditions; however, this is not mandatory.

Upon receiving the Customer's withdrawal statement, the Seller shall immediately send confirmation of receipt to the Customer's email address.

In the event of effective withdrawal from the Contract, the Contract is deemed not to have been concluded, and the Parties are obliged to return mutual performances. The Goods should be returned immediately, but no later than 14 calendar days from the date of submitting the withdrawal statement. To meet this deadline, it is sufficient to dispatch the Goods before the deadline expires.

Goods should be returned to the Seller's address: OLGA E ROBERTO SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, ul. Batalionów Chłopskich 138, 42-209 Częstochowa, Poland, or to another address indicated by the Seller. It is recommended that the Goods be returned in their original packaging together with complete documentation relating to the Goods (for example, proof of purchase, signed withdrawal statement); however, failure to comply with these recommendations does not affect the effectiveness of the withdrawal.

The Seller shall refund all payments received from the Customer, including the cost of delivering the Goods (except for additional costs resulting from the Customer's choice of a delivery method other than the cheapest standard delivery offered by the Seller), immediately and no later than 14 calendar days from the date of receiving the withdrawal statement. However, the Seller may withhold the refund until the returned Goods are received or until the Customer provides proof of their return dispatch, whichever occurs earlier.

Refunds will be made using the same payment method that the Customer used for the original Order, unless the Customer has expressly agreed to another method that does not involve additional costs.

The Customer bears the direct cost of returning the Goods.

The right of withdrawal does not apply to contracts for:

- Goods which deteriorate rapidly or have a short shelf life,

- Goods delivered in sealed packaging which cannot be returned due to health protection or hygiene reasons, if the packaging was opened after delivery,

- Goods which, due to their nature, after delivery have been inseparably combined with other items,

- Goods that are not prefabricated and are manufactured according to the Customer's specifications or serve to satisfy individualized needs.

The Customer is liable for any diminished value of the Goods resulting from handling beyond what is necessary to establish the nature, characteristics, and functioning of the Goods.

Questions regarding the right of withdrawal may be directed to:

- the Contact Form available on the Online Store's website (<https://olgaeroberto.pl/pl>),

- email: modaitalianaoer@gmail.com,

- telephone: 731 300 323 (available Monday to Friday, 10:00 AM – 5:00 PM).

Independently of the right of withdrawal set out above, the Customer may exchange Goods for another product available in the Online Store's offer within 14 calendar days from the date of receiving the Goods, provided that the selected replacement product is in stock. To arrange an exchange, the Customer should contact the Customer Service Office and submit an appropriate statement, indicating the Goods to be exchanged and the replacement Goods. The costs of returning the original Goods and any re-shipment shall be borne by the Customer, unless the Seller decides otherwise.

Exchange of Goods as mentioned above may only take place if the returned Goods meet all of the following conditions:

- bear no signs of use,
- are complete,
- retain their original packaging (if delivered),
- have not been damaged or destroyed through the Customer's fault.

Should an exchange prove impossible for any reason, including unavailability of the selected replacement Goods, the Customer may exercise the right of withdrawal on the general terms set out in these Terms and Conditions.

Complaints Regarding Goods - Non-Conformity with Contract

The Seller undertakes to deliver Goods that conform to the Contract. The Seller is liable to Customers who are consumers, as well as entrepreneurs exercising consumer rights, for non-conformity of Goods with the contract in accordance with the Consumer Rights Act.

Complaints regarding non-conformity of Goods with the Contract may be submitted:

- via the Contact Form available on the Online Store's website (<https://olgaeroberto.pl/pl>),
- in writing to the address: OLGA E ROBERTO SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, ul. Batalionów Chłopskich 138, 42-209 Częstochowa, Poland,
- by email to: modaitalianaoer@gmail.com,
- by telephone at: 731 300 323.

Goods are non-conforming with the contract, in particular, when they:

- do not possess the properties that goods of this type should have, given the purpose specified in the contract or resulting from the circumstances or intended use,
- do not possess properties which the Seller assured the Customer they would have, including by presenting a sample or model,
- are not fit for the purpose which the Customer informed the Seller of upon concluding the contract, and the Seller raised no objection as to such purpose,
- were delivered to the Customer in an incomplete state,
- do not correspond in quality to a sample or model which the Seller made available to the Customer before the contract was concluded, and do not correspond to the description of such sample or model.

The Seller is not liable for non-conformity of Goods with the contract if the Customer was expressly informed, at the latest when the contract was concluded, that a particular characteristic of the goods deviates from the requirements for conformity with the contract, and the Customer accepted the lack of that particular characteristic.

The complaint should contain, where possible, at least the following information:

- identification data: concerning the Customer: name and surname (or company name, if applicable), concerning the Goods: order number,
- contact data: correspondence address or email address,
- description of the reason for the complaint – indication of the non-conformity of Goods with the Contract,
- date when the non-conformity was discovered,
- the Customer's request.

Where Goods are non-conforming with the contract, the Customer may request their repair or replacement.

The Seller may effect a replacement when the Customer requests repair, or the Seller may effect a repair when the Customer requests replacement, if bringing the Goods into conformity with the contract in the manner chosen by the Customer is impossible or would require excessive costs for the Seller.

If repair or replacement is impossible or would require excessive costs for the Seller, the Seller may refuse to bring the Goods into conformity with the contract, and the Customer may request a price reduction or withdraw from the contract.

The Customer may also request a price reduction or withdraw from the contract when:

the non-conformity with the contract persists despite the Seller's attempt to bring the goods into conformity,

the non-conformity with the contract is so significant that it justifies a price reduction or withdrawal from the contract without first requesting repair or replacement of the Goods,

it is evident from the Seller's statement or the circumstances that the Seller will not bring the goods into conformity with the contract within a reasonable time or without undue inconvenience to the Customer.

The Seller may request the Customer to deliver the complained Goods for repair or replacement and for the Seller's personal assessment of the legitimacy of the complaint. In such case, the Goods should be sent to the address: OLGA E ROBERTO SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, ul. Batalionów Chłopskich 138, 42-209 Częstochowa, Poland, or to another address indicated by the Seller. It is recommended that the Goods be returned in their original packaging together with complete documentation relating to the Goods (for example, proof of purchase, complaint form); however, failure to comply with these recommendations does not affect the effectiveness of the complaint.

The Seller shall process complaints immediately, but no later than 14 calendar days from the date of receipt of the complaint notification. A response to the complaint shall be provided in the same form as the notification was received, unless the Customer indicates another preferred method of contact. The Seller may require additional statements from the person submitting the complaint to substantiate the basis of the complaint, particularly if the complaint does not contain information enabling its consideration. Failure by the Seller to respond within the deadline specified above shall be deemed acceptance of the complaint.

Where it is necessary for the Customer to supplement data required to process the complaint, the complaint processing period shall run from the date of receipt of the complete notification.

The Seller is liable for non-conformity with the contract if the defect is discovered before the expiry of two years from the date of delivery of the Goods to the Customer.

The rules set out above do not exclude or limit the Customer's rights under mandatory legal provisions, in particular the Consumer Rights Act.

Complaints Regarding the Provision of Electronic Services

Customers have the right to submit complaints related to the functioning of the Website and the provision of electronic services by the Seller, including technical irregularities, errors in the operation of the Online Store's website, or unavailability of individual functions.

Such complaints may be submitted:

via the Contact Form available on the Online Store's website (<https://olgaeroberto.pl/pl>),
in writing to the address: OLGA E ROBERTO SPÓŁKA Z OGRANICZONĄ
ODPOWIEDZIALNOŚCIĄ, ul. Batalionów Chłopskich 138, 42-209 Częstochowa, Poland,
by email to: modaitalianaoer@gmail.com,
by telephone at: 731 300 323.

The complaint should contain, where possible, at least the following information:

identification data: name and surname (or company name, if applicable),
contact data: correspondence address or email address,
description of the reason for the complaint, together with an indication of when the issue occurred.

The Seller shall process complaints immediately, but no later than 14 calendar days from the date of receipt of the complaint notification. A response to the complaint shall be provided in the same form as the notification was received, unless the Customer indicates another preferred method of contact. The Seller may require additional statements from the person submitting the complaint to substantiate the basis of the complaint, particularly if the complaint does not contain information enabling its consideration. Failure by the Seller to respond within the deadline specified above shall be deemed acceptance of the complaint.

Where it is necessary for the Customer to supplement data required to process the complaint, the complaint processing period shall run from the date of receipt of the complete notification.

The Seller exercises due diligence to ensure proper operation of the Website and its availability 24/7. Following notification of any malfunctions or technical interruptions, appropriate actions are undertaken to resolve them as quickly as possible.

Intellectual Property

All copyrights, industrial property rights, trademark rights, logos, trade names, as well as rights to all textual, graphic, and multimedia materials and databases made available through the Website belong exclusively to the Seller or to entities with whom the Seller has concluded appropriate licensing agreements.

Content available on the Website, including the graphic layout, visual elements, photographs, product descriptions, technical documentation, promotional materials, and other works, is protected under the Copyright Act and other applicable provisions.

It is prohibited to copy, modify, distribute, publish, transmit, reproduce, or otherwise use any elements of the Website – in whole or in part – without the Seller's prior written consent, except for permitted personal use as provided by law.

Trademarks and product names presented on the Website are used solely for identification purposes and may be registered trademarks of their respective owners.

Dispute Resolution

In the event of a dispute between the Customer and the Seller, the Customer has the right to pursue out-of-court dispute resolution methods, in particular:

- the Customer may apply to the voivodeship inspector of the Trade Inspection with a request to initiate mediation proceedings between the Parties (out-of-court consumer dispute resolution),

- the Customer may submit an application for the case to be heard by the Permanent Consumer Arbitration Court operating under the Trade Inspection,

- the Customer may seek assistance from a district (municipal) consumer advocate or from social organizations whose statutory objective is consumer protection (such as the Consumer Federation or the Polish Consumer Association).

Advice on out-of-court dispute resolution may be obtained:

- via the Consumer Federation's helpline: 800 007 707 (free call),

- electronically by contacting the ProPublika Foundation, operating on behalf of the Office of Competition and Consumer Protection: porady@dlakonsumentow.pl.

Detailed information about the Customer's options for pursuing claims out of court and dispute resolution procedures is available on the website of the Office of Competition and Consumer Protection at: www.uokik.gov.pl.

Should the Parties not opt for out-of-court dispute resolution methods, all disputes arising in connection with the use of the Online Store or the conclusion of a Contract shall be resolved by the competent court in accordance with the Code of Civil Procedure.

Exclusions - Non-Consumer Customers

The provisions of these Terms and Conditions relating to rights that legal provisions grant exclusively to consumers do not apply to Customers who are not consumers, in particular provisions regarding the right of withdrawal from distance contracts.

In sales contracts concluded between entrepreneurs, the buyer forfeits rights arising from the right to withdraw from the contract if the buyer fails to inspect the Goods within the time and in the manner customarily accepted for that type of goods and fails to notify the Seller of any discovered defect immediately upon discovery. If a defect becomes apparent only later, the obligation to notify the Seller arises immediately upon discovery. To meet the deadline, it is sufficient to send notification of the defect before its expiry.

All disputes arising under these Terms and Conditions between the Seller and a Customer who is not a consumer shall be resolved by the court with jurisdiction over the Seller's registered office.

The provisions of the preceding paragraphs, with the exception of the second paragraph, do not apply to Customers who are natural persons conducting business activity and who have concluded a sales contract directly related to their business activity, provided that the content of the contract shows that it does not have a professional character for the Customer. The assessment of professional character is made, in particular, based on the subject of activity indicated in the Central Register and Information on Business Activity (CEIDG). Customers meeting these criteria also enjoy the right of withdrawal under the terms set out in the Right of Withdrawal section.

Personal Data Protection

In accordance with Article 13(1) and (2) 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 (General Data Protection Regulation - GDPR), the Online Store Operator informs Customers that:

The data controller for the Customer's personal data is OLGA E ROBERTO SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, with its registered office in Częstochowa, Poland (address: ul. Batalionów Chłopskich 138, 42-209 Częstochowa, Poland), entered in CEIDG under NIP: 9492280842, REGON: 543534310. The Controller may be contacted by email at: modaitalianaoer@gmail.com, by telephone at: 731 300 323, or by post to the registered office address.

The Customer's personal data provided in forms on the Website will be processed on the basis of the contract concluded between the Customer and the Controller, entered into upon acceptance of these Terms and Conditions, pursuant to Article 6(1)(b) GDPR (necessity for the conclusion and/or performance of the contract). This is necessary to perform the Contract (fulfillment of Goods Orders and Account creation), and subsequently to maintain the Customer's Account and provide customer service related to the concluded Contract.

The Customer's personal data may also be processed for the following purposes and on the following legal bases:

provision of the Customer Account management service – pursuant to Article 6(1)(b) GDPR (necessity for the conclusion and/or performance of the contract),

provision of electronic services and enabling use of Website functionalities – pursuant to Article 6(1)(c) GDPR (legal obligation),

IT support and ensuring IT and information security for the controller – pursuant to Article 6(1)(f) GDPR (legitimate interest of the controller),

maintaining the controller's profiles and pages on social media – pursuant to Article 6(1)(f) GDPR (legitimate interest of the controller),

issuing invoices and fulfilling other obligations arising from tax law – pursuant to Article 6(1)(c) GDPR (legal obligation),

carrying out payment transactions via the electronic payment operator – pursuant to Article 6(1)(b) GDPR (necessity for the conclusion and/or performance of the contract),

processing complaints or claims – pursuant to Article 6(1)(c) GDPR (legal obligation),

establishing, pursuing, or defending against claims – pursuant to Article 6(1)(f) GDPR (legitimate interest of the controller),

contacting Customers by telephone, email, and via form in matters related to service and contract fulfillment – pursuant to Article 6(1)(b) GDPR (necessity for the conclusion and/or performance of the contract), and regarding answering questions – pursuant to Article 6(1)(f) GDPR (legitimate interest of the controller),

storing unpaid orders – pursuant to Article 6(1)(f) GDPR (legitimate interest of the controller),

creating registers and records related to GDPR – pursuant to Article 6(1)(c) GDPR (legal obligation) and Article 6(1)(f) GDPR (legitimate interest of the controller),

archival and evidential purposes, for securing information that may serve to demonstrate facts – pursuant to Article 6(1)(f) GDPR (legitimate interest of the controller),

use of cookies on the Website and subpages – pursuant to Article 6(1)(a) GDPR (consent), Article 6(1)(b) GDPR (necessity for the conclusion and/or performance of the contract), and Article 6(1)(f) GDPR (legitimate interest of the controller),

direct marketing addressed to the Customer – pursuant to Article 6(1)(a) GDPR (consent),

verification of the Customer's identity and persons authorized by the Customer to access personal data – pursuant to Article 6(1)(f) GDPR (legitimate interest of the controller).

Provision of personal data is voluntary but necessary for purposes related to Contract fulfillment and realization of the Controller's legitimate interests. Failure to provide personal data will render the conclusion and performance of the Contract impossible.

The Customer's personal data will be processed for the duration of Contract performance and for the purpose of fulfilling obligations incumbent on the controller, as well as for the period arising from the need to secure potential claims in accordance with applicable legal provisions. Thereafter, personal data will be deleted, unless the Customer chooses to continue using the Controller's services and retains their personal data on another legal basis and for a strictly defined purpose.

Personal data processed via social media portals will be processed until deletion of the portal user's account or until deletion of the user from the controller's profile. After expiry of the processing period, data is irreversibly deleted or irreversibly anonymized.

The Customer's personal data will be disclosed to other data recipients, i.e., external entities providing services on behalf of the Controller, such as IT system maintenance and hosting service providers, email service providers, mailing service providers (newsletters), payment system providers, and other subcontractors and contractors involved in the Online Store's operations.

In connection with the Controller's use of external service providers (such as Meta Platforms, Inc., Google LLC, Microsoft Corporation, and others), the Customer's personal data may be transferred to countries outside the European Economic Area (EEA). Such data transfers take place solely in accordance with applicable legal provisions, in particular pursuant to Articles 45 and 46 of GDPR. The Controller transfers data only to recipients who ensure an appropriate level of personal data protection, in particular through:

- operating in countries for which the European Commission has issued an adequacy decision,

- applying standard contractual clauses approved by the European Commission,

- applying binding corporate rules approved by the competent supervisory authority.

In other cases, data transfers may take place only on the basis of the Customer's explicit consent.

The Customer has the right to access the content of their data, to rectify, erase, or restrict processing, the right to object to processing, the right to data portability, the right to request access to data, and the right to lodge a complaint with the supervisory authority – the President of the Personal Data Protection Office (Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw, email: kancelaria@uodo.gov.pl, tel. 22 531 03 00) – if the Customer considers that the processing of their personal data is inconsistent with applicable data protection laws. The Customer also has the so-called right to be forgotten if further processing is not required under applicable legal provisions.

In addition to the rights set out above, the Customer has the right to withdraw consent to personal data processing at any time, provided that the Customer provided their personal data on the basis of such consent. Withdrawal of consent does not affect the lawfulness of processing carried out on the basis of consent before its withdrawal.

The Customer's data will not be processed in an automated manner, including profiling within the meaning of GDPR, which means that the Controller will not make automated decisions that affect the Customer's rights and freedoms.

In order to protect the Customer's security and the data transmitted when using the Online Store, the Seller applies appropriate technical and organizational measures adapted to the level of risk associated with the services provided. In particular, measures are taken to prevent unauthorized access to personal data and their unlawful modification.

Detailed rules for collecting, processing, and storing personal data used for order fulfillment through the Website, as well as the cookie policy

Final Provisions

In matters not regulated by these Terms and Conditions, the applicable provisions of Polish law shall apply, in particular provisions of: the Civil Code, the Electronic Services Act, the Consumer Rights Act, the Entrepreneurs' Law, as well as other relevant legal acts.

The Website Operator reserves the right to amend these Terms and Conditions for important legal, organizational, or technical reasons, such as amendments to legal provisions, changes to data identifying the Online Store owner, or the need to adapt the Terms and Conditions to current Website functionalities.

Information about amendments to these Terms and Conditions will be published on the Online Store's website. Customers with active Accounts will be additionally notified electronically to the email address they have provided. Amendments to these Terms and Conditions shall enter into force 14 days after their announcement, unless applicable law requires a different deadline.

Amended provisions of these Terms and Conditions apply only to Orders placed after the date they enter into force. Orders placed earlier are governed by the regulations in force at the time of their placement.

Invalidity, unlawfulness, or unenforceability of any provision of these Terms and Conditions does not affect the validity of the remaining provisions.

All disputes arising in connection with the application of these Terms and Conditions shall be resolved by the competent court in accordance with the Code of Civil Procedure, taking into account special rights granted to consumers and entrepreneurs exercising consumer rights.

These Terms and Conditions are effective from 30 December 2025.

MODEL WITHDRAWAL FORM

This form should be completed and returned only if you wish to withdraw from the contract.

Seller's Details:

OLGA E ROBERTO SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
ul. Batalionów Chłopskich 138, 42-209 Częstochowa, Poland
(NIP: 949-228-08-42)

Customer's Details:

Name and surname: _____
Address: _____
Email address: _____
Telephone: _____
Order number: _____
Date of contract conclusion: _____

Statement of Withdrawal from Contract

I hereby inform you of my withdrawal from the sales contract for the following Goods:

	Product Name:	Price:	Reason for Return:
1.			
2.			
3.			

Bank Account Details for Refund:

Bank account number (IBAN): _____
SWIFT/BIC Code: _____

Declaration:

I declare that the returned product is in intact condition and has not been used.

Date and signature: _____