

# The Regulations define the rules for the provision of services in the **epizamka.pl** online store according to specific rules:

## General information

These Regulations have been prepared on the basis of art. 8 sec. 1 point 1 of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2002, No. 144, item 1204, as amended) and is an integral part of the contract for the sale of goods offered by the Store. The Regulations are made available free of charge via the Store, the above provides the opportunity to read its content before concluding the contract. The Regulations are made available in the form of a PDF file, which can be obtained (downloaded), reproduced, recorded and printed.

Contact with the Store is possible via:

a. e-mail: [sklep@epizamka.pl](mailto:sklep@epizamka.pl);

b. in writing to the following address: Anna Pham ANIAPHU, ul. Nadrzeczna 7C/box D10, 05-552 Wólka Kosowska.

The store will make every effort to ensure that the rules and conditions of sale through the website <https://epizamka.pl> treat the rights and obligations of the consumer in a manner consistent with good practice, taking into account his interests.

## Glossary:

- **Shop** - the owner of the **epizamka.pl** online store run at <https://epizamka.pl> operating under the company Anna Pham ANIAPHU with its registered office in Wólka Kosowska, at ul. Nadrzeczna 7C/ box D10, NIP: 9451949202,

- **Buyer** - a natural person with full or limited legal capacity, a legal person or an organizational unit without legal personality, to which the law grants legal capacity, making purchases in the Store and having a Customer Account, hereinafter also referred to as the Customer.

- **Consumer** - a customer who is a natural person within the meaning of art. 22(1) of the Act of 23 April 1964, the Civil Code (Journal of Laws of 2014, item 121, as amended), i.e. a natural person performing a legal transaction with the entrepreneur not directly related to the Consumer's business or professional activity.

- **Customer Service Office (BOK)** - a person serving the Customer by telephone, e-mail or traditional mail in the form of a letter.

- **Customer Account** - a database containing Customer data used, among others, for the implementation of placed orders, order history, Customer preferences regarding selected Store functionalities, e.g. newsletter, payment data.

- **Electronic transfer** - payment made by the Customer from an online bank account, via online payment systems. Payment made before the order is completed (prepayment).

- **Payment by credit card** - payment made by the Customer using a credit card, via online payment systems. Payment made before the order is completed (prepayment).

- **Content** - any content posted by the Customer on the Store's website, in accordance with the available functionalities, reviews of products in the Store's assortment.

- **Civil Code** - Act of 23 April 1964 (Journal of Laws of 2014, item 121, as amended).

- **Consumer Rights Act** - Consumer Rights Act of 30 May 2014 (Journal of Laws of 2014, item 827).

- **Act on the provision of electronic services** - the Act on the provision of electronic services of 18 July 2002 (Journal of Laws of 2013, item 1422, as amended).

- **Regulations** - these regulations, which define the rules for the provision of electronic services in the online store **epizamka.pl** (Store regulations).

- **Order** - is a declaration of the Customer's will, including the willingness to conclude a Sales Agreement with the Store, specifying in particular, the type and number of products and/or services.

- **Sales Agreement or Agreement** - a contract for the sale of products within the meaning of the Civil Code concluded between the Store and the Customer using the Store's functionality, in accordance with the provisions of these Regulations.

- **Working days** - all days of the week from Monday to Friday, excluding public holidays.

- **Order fulfillment time** - the time in which the Store will complete the order and hand it over to the carrier performing the delivery method selected by the Customer.

- **Anna Pham ANIAPHU stationary store** - a designated collection point where the customer can collect products or return products.

## I. Orders - acceptance and implementation

1. The epizamka.pl online store conducts retail sales of products and services via the Internet. Information about the offer is available on the Store's website <https://epizamka.pl> and is subject to ongoing updating.

2. The store does not sell wholesale, it is entitled to introduce a certain number of pieces of a particular product, covered by one order.

3. Placing an order in the online store means accepting the provisions of these regulations in the wording of the date of placing the order and means the Customer's consent to receive commercial information within the meaning of the "Act on the provision of electronic services". It is also an offer to conclude an Agreement for the sale of ordered products or services with the Store, which binds the Customer for seven days from the date of its submission.

4. Orders are accepted by completing the order form at <https://epizamka.pl>. The data provided in the form are used for the proper execution of the order. The data is stored in an internal database and are not made available to third parties. All data is protected by login and password.

5. Registration of the Customer Account, as well as using the functionality of the website <https://epizamka.pl> is free.

6. If you want to delete the Customer Account, you should inform the Store via e-mail about the will to delete it.

7. After placing the order, the customer immediately receives information about the order by e-mail to the e-mail address provided. The execution of the order begins:

- after making the transfer (within 24 hours after the payment is credited to the account) and receiving e-mail information about the acceptance of the order for execution, which is the moment of concluding the Sales Agreement with the Store.

The customer receives e-mail information about the status of the order as well as about sending the ordered goods.

All changes in the status of the order can also be tracked by the Customer on their store account at: <https://epizamka.pl>.

In addition, the Store will send to the e-mail address provided confirmation of order cancellation (in the event that its implementation is not possible).

8. By concluding the Sales Agreement with the Store, the Customer agrees to the issuing and sharing of invoices by the Store in electronic form (in accordance with Article 106n section 1 of the Act of March 11, 2004 on tax on goods and services - OJ from 2004 No. 54 item 535 as amended)

9. Each sale is documented with a VAT invoice.

10. Consent to making invoices available in electronic form is tantamount to resignation from receiving invoices in paper form. However, the Customer's consent to issuing and sending invoices in electronic form does not exclude the Customer's right to issue and send paper invoices. If the Customer wishes expressed in writing via e-mail, the Store will provide the Customer with an invoice in paper version, separately to the address to which the invoice is to be issued.

11. The store will issue an invoice when the order is shipped from the warehouse. The store issues and provides invoices in electronic form in a way that guarantees the authenticity of their origin and the integrity of their content. every invoice in electronic form will be made available to the Customer via e-mail to the e-mail address provided by the Customer when placing the order or setting up the Customer Account.

12. If it is not possible to complete the entire or part of the order after accepting it for execution (i.e. after the conclusion of the Sales Agreement), the Store will notify the customer immediately. Such information will be sent to the address the Customer's e-mail address provided when registering the Customer Account or in the order.

After receiving such information, the Customer may decide:

- to cancel the entire order and withdraw from the concluded sales contract,

- about partial execution of the order (in the absence of some of the products covered by the order in the warehouse) and withdraw from the concluded sales contract in the scope of unavailable products,

- maintaining the request to perform the sales contract.

13. If the order has been paid for by the Customer and it has been canceled in whole or in part, the Store will refund the money in the amount of the canceled products or in the case of canceling the entire order, in the amount of the entire order, in accordance with the rules described in the chapter: REFUND TO CUSTOMERS. The refund will be made to the Customers, with the reservation that the Store will make this return in accordance with the Customer's decision, provided for in point 12 (above) of this chapter.

14. In the absence of payment for the products or services covered by the order within 3 days from the date of receipt by the Customer of the specification of the order, as referred to in paragraph 7 above, the Store will cancel the order, of which the Customer will be informed by sending a message to the e-mail address provided by the Customer.

15. If the Customer pays for part of the order, the Sales Agreement is not concluded, and the money paid will be returned to his account number - in accordance with the rules described in the chapter: REFUND TO CUSTOMERS.

16. The Store stipulates that the execution of the order involving delivery outside of Poland requires establishing the terms and conditions of delivery in the Customer Service Office.

17. The customer may withdraw the order by e-mail at: [sklep@epizamka.pl](mailto:sklep@epizamka.pl).

18. At the above-mentioned address, the Customer may make changes to the order until he receives an e-mail

confirming the shipment of the ordered goods or changes the order status to DELIVERED in the Customer Account panel (after logging in).

**19.** The prices of goods offered in the epizamka.pl online store are given in Polish zlotys and are gross prices (including VAT).

**20.** The store reserves the right to change the prices of the goods on offer, and to introduce new goods to the store's offer, carrying out and canceling promotional campaigns or sales on the store's website or making changes to them. The price change does not apply to orders accepted for execution.

**21.** The binding price for the parties to the transaction is the price shown next to the product at the time of placing the order by the Customer and does not include delivery costs and any customs fees.

**22.** Promotions in the Store cannot be combined - unless the regulations of the promotion provide otherwise.

**23.** The order fulfillment time is the time that elapses from the moment of receiving the payment from the Customer and receiving the e-mail about the execution of the order until the ordered goods are sent from the store - the customer will receive an e-mail with information about sending the goods, only working days are taken into account here. The order is processed within two working days.

**24.** The store reserves the right to verify or refuse to process orders when the data provided raises doubts or are incomplete, i.e. missing a telephone number or e-mail address. They are necessary to confirm the order. The transfer for the ordered goods should be made within 3 days of receiving an e-mail with information about the acceptance of the order. After this time, the order will be removed from the store. Alternatively, please contact us by e-mail: [sklep@epizamka.pl](mailto:sklep@epizamka.pl) regarding delays in payments.

Ordering a product is tantamount to an obligation to pay.

**25.** The Store reserves the right to refuse or cancel the order placed by the Buyer, who has not previously collected the ordered goods or in a situation where the authenticity of the order raises reasonable doubts.

## II. Payment and delivery

**1.** By placing an order, the Customer undertakes to pay in advance (prepayment) in one of the payment systems accepted by the Store.

The execution of the order will start after the Store receives confirmation of the correct execution of the operation from the payment operator, in the case of a bank transfer - after the payment has been credited to the Store's bank account (see chapter I point 7).

**2.** The electronic transfer is made at the request of the Store: [PayPal](#). The Customer's personal data, title and payment amount are provided to the listed partners by the Store in order to process the payment. The listed partner does not charge the Customer.

**3.** The administrator of the Customer's personal data necessary to make the payment is: [PayPal](#). They will be processed in order to complete the payment transaction. The listed Store partner will notify the Customer about the status of the payment, the complaint under consideration, as well as the fulfillment of legal obligations incumbent on him. By selecting the Electronic Transfer, the Customer acknowledges and accepts the above provisions, allowing the Store to order the payment via [PayPal](#).

**4.** The ordered goods are delivered throughout Poland via courier companies. It can also be picked up free of charge in stationary stores, the address of which can be found at: <https://epizamka.pl/gb/nasze-sklepy>, after making an appointment by phone or e-mail. Delivery methods, list of courier companies and delivery costs are available at: <https://epizamka.pl/gb/content/1-delivery>.

**5.** The cost of delivery is covered by the Buyer.

## III. Right of withdrawal

**1.** Pursuant to the Act of 30 May 2014 on consumer rights, the Customer who is a Consumer, hereinafter referred to as the Buyer, may withdraw from the contract in writing without giving any reason within 14 days from the date of receipt of the shipment. For this purpose, the Customer should submit a written statement of withdrawal from the contract, sending it to the following address:

Anna Pham ANIAPHU  
st. Nadrzeczna 7C/box D10  
05-552 Wolka Kosowska

and immediately return the goods to the Store to the above-mentioned address at their own expense, at the latest within 14 days from the date on which they withdrew from the contract. The store does not accept any COD shipments.

**2.** Returned goods must be complete. The goods should be returned unchanged, unless the change was necessary within the limits of ordinary management, i.e. the customer should handle the goods bearing in mind the need for its possible, later return. The customer is responsible for the decrease in the value of the item as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the item.

**3.** If the above conditions are not met, the product will not be accepted.

4. Returns without original proof of purchase will not be accepted.
5. We send back the amount due for the returned goods immediately (at the latest within 14 days from the date on which he withdrew from the contract), by bank transfer to the provided account number, after confirming that the returned product meets the above-mentioned conditions.
6. On the terms set out in the Act on consumer rights, the Store may withhold the reimbursement of payments until you receive the item back or provide proof of its return, whichever occurs first.
7. The returned goods should be secured in such a way that they are not damaged during transport.
8. The customer has the right to view the delivered goods in a way that he could do in a stationary store. If the thing does not meet his requirements, he cannot use it freely. When this happens and the customer wants to withdraw from the contract, the Store has the right to charge it with additional costs due to the decrease in the value of the goods.
9. Goods made to individual order and with full personal personalization are not subject to return.

## **IV. Complaints**

1. If, after receiving the goods, the Customer finds technical defects or damage caused during delivery, he should send it to the address of the store. The returned goods must be accompanied by a proof of purchase and information about the product's defect.
2. Differences in the appearance of the goods ordered and received, resulting from incorrect settings of the Customer's monitor parameters, are not grounds for a complaint or return of goods.
3. Quantitative complaints or complaints regarding mechanical damage caused during transport will be considered only on the basis of a written complaint protocol in the presence of the forwarder, according to the internal procedures of a given forwarder.
4. When receiving the package, pay attention to its condition, whether it has any external signs of damage. Checking the condition of the shipment and determining the nature of the violation or destruction of the packaging made in the presence of the courier or postal worker, including the preparation of a damage report, will make it easier for the Store to consider the complaint.
5. Before packing the packages, we carefully check whether the products sent are in accordance with the order and whether they are not damaged and do not bear any other signs disqualifying them from being sent. However, it may happen that the goods have hidden defects, invisible at the time of sale.
6. If a product defect is found and the Consumer uses the rights arising from the warranty, the Consumer is entitled in particular to submit a complaint. On the terms set out in the Civil Code, the Consumer may request:
  - replacement of the product with a defect-free one,
  - product repair,
  - lowering the price of the product,
  - or may withdraw from the sales contract.
7. In the case of product defects, the Customer should send the advertised articles to the following address:

Anna Pham ANIAPHU  
st. Nadzeczna 7C/box D10  
05-552 Wolka Kosowska
8. The store does not accept any COD shipments. The costs of returning the advertised goods are borne by the Buyer.
9. Before returning the advertised product, please contact me in advance by e-mail or telephone to determine the details of the complaint.
10. We consider complaints immediately after receiving the shipment. If the complaint is accepted:
  - we reimburse the Buyer for the additional shipping costs incurred,
  - the advertised product is replaced with a full-fledged one or another agreed with the Buyer,
  - in the absence of the possibility of exchange, we return the money for the advertised product,
  - we refund the money immediately.
11. The store will respond to the complaint and inform the customer about further proceedings immediately, but at the latest within 14 days from the date of receipt of the complaint.
12. In the case of the sale of a product in trade between entrepreneurs pursuant to art. 558 § 1 of the Civil Code, the parties exclude the Store's liability under the warranty for physical and legal defects of items, in particular, they agree that the Store is not liable for hidden defects of the object of sale.

## V. Refunds to Customers

1. In the event of circumstances obliging the Store to return the amounts paid by the Customer to the Store, the refund takes place within the following dates:

- in the case of a complaint within 14 days from the date of its consideration by the Store;
- in the event of the Consumer's withdrawal from the contract within the time limit specified in Chapter III point 5 of the Regulations;
- in case of cancellation of the order within 14 days from the date of its cancellation.

2. In the event of withdrawal from the contract by the Consumer in accordance with the provisions of Chapter III of the Regulations, if the Consumer has chosen a method of delivering the item by the Store other than the cheapest method of delivery offered by the Store, the Store shall refund the cost of delivery of the order to the Consumer in the amount of the cheapest method of delivery offered by the Store.

3. The store is not responsible for failure to refund or its delay, if any this is due to the Customer providing incorrect personal data (name, surname, address) or an incorrect account number.

4. If a correcting invoice is issued, the invoice will be issued by the Store at the time of refunding the money to the Customer's account. The invoice will be sent to the Customer by e-mail to the e-mail address provided when placing the order and posted on the website in the Customer Account, in My receipts - payment adjustments, to which the correcting invoice applies.

## VI. Refunds or Exchanges

1. In the epizamka.pl store, the customer can return or exchange products ordered online.

2. The customer can return or exchange the ordered products through the customer panel. After logging in, fill out the appropriate form in Details in History and order details.

3. Another form of return or exchange may be an e-mail contact with BOK at the following address: [sklep@epizamka.pl](mailto:sklep@epizamka.pl).

4. Goods made to individual order and with full personal personalization are not returnable.

## VII. Personal data protection

The principles of the personal data security policy can be found in the "Security Policy" section under the link:

<https://epizamka.pl/gb/content/5-security-policy>, which is an integral part of the Regulations.

### Personal data

1. When using the Store (registering an account, placing orders, subscribing to the newsletter, using the blog), the Customer provides his personal data. Providing personal data by the Customer is voluntary, however, necessary to make purchases and use those services provided by the Store that require providing personal data.

2. The administrator of personal data referred to in point 1 is Anna Pham ANIAPHU at the address st. Nadrzeczna 7C/box D10 (05-552 Wólka Kosowska), NIP: 9451949202.

3. In matters related to personal data, you can contact us in writing by traditional mail to the following address: st. Nadrzeczna 7C/box D10, 05-552 Wólka Kosowska or via e-mail to the address: [sklep@epizamka.pl](mailto:sklep@epizamka.pl).

4. By providing the data, the customer declares that the personal data provided by him are his data.

5. Detailed information on the scope of the personal data obtained, the purpose and the method their processing and the rights of the Customer are available in the security policy ([click here](#)).

## VIII. Newsletter/Reviews/Blog

1. If the Customer expresses additional consent, his personal data will be processed by the Store in order to send the Newsletter containing commercial information about new goods, promotions and services available in the shop.

2. The newsletter will be sent to:

- e-mail address

likes to

- Phone number,

provided by the Customer during the registration process in the Store or in the form enabling subscription to the Newsletter.

3. The Customer may resign from receiving the Newsletter at any time by unchecking the appropriate box in the Customer panel in the Information tab (Newsletter link) or via the Customer Service Office ([Contact Us](#)).

4. A Customer with a Customer Account, if epizamka.pl provides such functionalities, may add Content at pizamka.pl.

The content may not violate generally applicable laws, third party rights, including third party intangible property rights, third party personal rights or the principles of social coexistence. Content that is inconsistent with the nature of a given epizamka.pl functionality (e.g. non-substantive content, violating the privacy of third parties, promoting or advertising specific services, products or activities, etc.) is considered contrary to the principles of social coexistence. Adding a given Content to epizamka.pl is tantamount to submitting a statement by the Customer that he is entitled to add this Content to epizamka.pl (in particular to an unlimited circle of people), the given Content does not infringe generally applicable laws, third party rights, including third party intangible property rights, third party personal rights, or principles of social coexistence, and grants the Store a non-exclusive license to use this Content (in its entirety or in fragments) in the activities of epizamka.pl (including, in particular, maintaining an IT system in the resources of the IT system without time limits and making it available at epizamka.pl at a place and time selected by recipients for the purposes of marketing activities). The Customer is not entitled to any remuneration from the Store for granting the above license. The Store undertakes to use the Content under the license, respecting the moral rights. The license granted to the Store entitles it to grant sublicenses to entities cooperating with the Store.

5. The Store reserves the right to block access or remove a given Content from epizamka.pl if it is against the law, violates the rights of third parties, the principles of social coexistence or the provisions of these Regulations. The Store will notify the Customer of its intention to exercise the right indicated in the previous sentence to the Customer's e-mail address.

6. The Store stipulates that the basic functionality of epizamka.pl is the sale of products and services, and not the storage or sharing of Content, therefore the Customer acknowledges that the Store may stop making them available at epizamka.pl at any time.

7. If a given Content is unlawful, the Store, in accordance with generally applicable laws, will prevent access to such Content in the event of receiving an official notification or obtaining reliable information in this regard. Pursuant to the generally applicable provisions of law, there is no obligation to check the Content made available on epizamka.pl.

## **IX. Final Provisions**

1. The store is not responsible for blocking mail server administrators from sending messages to the e-mail address indicated by the customer and for deleting and blocking e-mails by software installed on the computer used by the customer.

2. The store is not responsible for errors in handling the order or other instructions of the Customer, resulting from the provision of incorrect data by the Customer.

3. Cookies. Some areas of the website use cookies, i.e. small text files sent to the Internet user's computer identifying it in a way necessary to simplify or enable a given operation. Cookies are harmless to the computer, neither to its user and his data. Thanks to Cookies, the store remembers the customer, allows you to add reviews, product recommendations. The initial settings of most browsers allow to accept cookies, but the user can change the settings of his browser so that it rejects all cookies or signals when a cookie is sent. However, in this case, some features and services may not function properly.

4. All trade names of goods are trademarks or registered names of the respective companies of the respective owners and are included for identification purposes only.

5. Copyrights to the product description and graphic design are reserved. Copying and distributing in its entirety or parts without the written consent of the store is prohibited and is protected in accordance with the Copyright Act and related rights and the Act on Combating Unfair Competition.

6. Any disputes between the Customer and the Store will be settled by the competent court in accordance with with the Act of November 17, 1964, the Code of Civil Procedure (Journal of Laws No. 43, item 296, as amended).

7. The customer has the option of using the out-of-court method of dealing with complaints and pursuing claims before the Permanent Consumer Arbitration Court at the Provincial Inspector of the Trade Inspection in Warsaw. Information on how to access the above. the mode and procedures for settling disputes, can be found at the following address: [www.uokik.gov.pl](http://www.uokik.gov.pl), in the "Settlement of consumer disputes" tab.

8. In matters not covered by these Regulations, the provisions of Polish law shall apply, and in particular the Civil Code, the Act on consumer rights and the provisions of the Act on the provision of electronic services.

9. The Regulations are valid from January 1, 2023.