

Terms and Conditions of the online Shop ENmaven

specifying, among others, the rules of concluding contracts via the Shop, and containing the most important information concerning the Seller, the Shop and Consumer rights.

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ARTICLE 1 DEFINITIONS

Account - a free-of-charge digital service within the meaning of the Consumer Rights Act, thanks to which the Buyer can use additional features in the Shop.

Buyer - any entity purchasing from the Shop or taking steps to make a purchase in the Shop.

Consumer - a Buyer who is a natural person and who places an order in the Shop or takes steps to make a purchase in the Shop, without any direct connection with his/her business or professional activity.

Consumer Rights Act - the Polish Act of 30 May 2014 on consumer rights.

Digital Content - data produced and provided in digital form.

Seller - Magdalena Michałowska, an entrepreneur running a business under the business name Mind Your English Magdalena Michałowska, entered into the Central Register and Information on Economic Activity kept by the minister competent for economy and keeping the Central Register and Information on Economic Activity, NIP (Tax Identification Number) 8133703443, REGON (National Official Business Register number) 361306736, ul. Warszawska 85, 35-230 Rzeszów, Poland.

Shop - the ENmaven online shop operated by the Seller at <https://enmaven.eu/>.

Terms and Conditions - these terms and conditions.

Working Days - days from Monday to Friday, except for public holidays in Poland.

Article 2 CONTACT WITH THE SELLER

1. Postal address: ul. Warszawska 85, 35-230 Rzeszów, Poland
2. Email address: maggie@mindyourenglish.pl
3. Phone: 734705207

4. The cost of a telephone call or data transmission made by the Buyer results from the basic tariff of the telecommunications operator or Internet service provider whose services the Buyer uses. The Seller stresses that the cost of an international call or international data transmission may be higher than the cost of a domestic call or transmission - depending on the tariff adopted by the telecommunications operator or Internet service provider whose services the Buyer uses.

Article 3 TECHNICAL REQUIREMENTS

1. For the proper functioning of the Shop a device with Internet access and a web browser that supports JavaScript and cookies is required.
2. To place an order in the Shop, in addition to the requirements set out in sec. 1, an active email account is required.

Article 4 PURCHASING IN THE SHOP

1. The product prices shown in the Shop are the total prices for the product.
2. The product selected for purchase should be added to the shopping cart in the Shop.
3. The Buyer then chooses the method of payment for the order from among the options available in the Shop, and provides the data necessary to process the order.
4. The order is placed upon confirmation of its content and acceptance of the Terms and Conditions by the Buyer.
5. Placing an order is tantamount to concluding a contract between the Buyer and the Seller.
6. In order to make purchases in the Shop, the Buyer must register in the Shop, i.e. create an Account in the Shop.

Article 5 PAYMENTS

1. The following payment methods are available in the Shop:
 - a. using a payment card:
 - Visa
 - Visa Electron
 - MasterCard
 - MasterCard Electronic
 - Maestro
 - b. via a payment platform:
 - Autopay
2. If the Buyer chooses to pay via the Autopay payment platform, the online payment service provider is Autopay S.A.
3. If the Buyer chooses to pay in advance, the order must be paid for within 1 Working Day of the order being placed.
4. By purchasing from the Shop, the Buyer accepts the Seller's use of electronic invoices. The Buyer has the right to withdraw their acceptance.

Article 6 ORDER FULFILLMENT

1. The lead time is 1 Working Day.
2. If the Buyer has chosen to pay in advance for the order, the Seller will proceed with the order once it has been paid for.

3. Products purchased from the Shop are delivered via electronic means, using the email address provided by the Buyer when placing the order.

Article 7 RIGHT TO WITHDRAW FROM THE CONTRACT

1. The Consumer has the right to withdraw from the contract concluded with the Seller through the Shop, subject to Article 8 hereof, within 14 days without giving any reason.
2. The time limit for the withdrawal from the contract expires 14 days after the conclusion of the contract for the supply of Digital Content.
3. In order to exercise the right to withdraw from the contract, the Consumer must inform the Seller, using the contact information provided in Article 2 hereof, of their decision to withdraw from the contract by way of an unambiguous statement (for example, a letter sent by post or email).
4. The Consumer may use the model withdrawal form attached at the end of the Terms and Conditions, however, it is not obligatory.
5. In order to observe the time limit for withdrawal, it is sufficient for the Consumer to send information concerning the exercise of their right to withdraw from the contract before the time limit for withdrawal expires.

CONSEQUENCES OF WITHDRAWAL FROM THE CONTRACT

6. In the event of withdrawal from the concluded contract, the Seller shall return to the Consumer all payments received from the Consumer without delay, and in any event not later than 14 days from the day on which the Seller was informed of the Consumer's decision to exercise the right to withdraw from the contract - subject to the provisions of Article 11 sec. 3 and 4 hereof.
7. The Seller shall reimburse the payment using the same means of payment as the Consumer used in the original transaction, unless the Consumer agrees otherwise, and in any event the Consumer shall not bear any fees for such reimbursement.
8. In the event that a reimbursement is required for a transaction made by the Consumer with a payment card, the Seller will make the reimbursement to the bank account assigned to that payment card.

Article 8 EXCEPTIONS TO THE RIGHT TO WITHDRAW FROM THE CONTRACT

1. The right to withdraw from the contract, referred to in Article 7 hereof, shall not apply to the contract for the supply of Digital Content for which the Consumer is liable to pay the price, if all of the following conditions are met:
 - a. the Seller has commenced performance with the prior express consent of the Consumer;
 - b. the Consumer has been informed prior to the commencement of the performance that after the Seller's completion of the performance they shall lose their right to withdraw from the contract and have acknowledged this; and
 - c. the Seller has provided the Consumer with a lawful confirmation of the conclusion of the distance contract, including information on the aforementioned consent, on a durable medium within a reasonable time after the conclusion of the contract, at the latest before the performance begins - subject to the provisions of Article 11 sec. 3 and 4 hereof.

Article 9 COMPLAINTS

I GENERAL PROVISIONS

1. The Seller shall be liable to the Consumer for the conformity of the performance with the contract as provided for by generally applicable laws, including in particular the provisions of the Consumer Rights Act - subject to the provisions of Article 11 sec. 3 and 4 hereof.
2. The Seller asks to submit complaints (including complaints regarding the operation of the Shop) to the postal or electronic address provided in Article 2 hereof.
3. If a guarantee has been granted for the product, information about the guarantee and its conditions is available in the Shop.
4. The Seller shall respond to the complaint within 14 days of its receipt - subject to the provisions of Article 11 sec. 3 and 4 hereof.

II CONSUMERS

A. Digital Content

1. In the event of improper performance of the contract for the supply of Digital Content by the Seller, the Consumer may exercise the rights specified in Chapter 5b of the Consumer Rights Act.
2. If the Seller has not supplied the Digital Content, the Consumer may request the Seller to supply it. If, despite the request, the Seller fails to supply the Digital Content without delay or within an additional period of time expressly agreed between the Consumer and the Seller, the Consumer may withdraw from the contract.
3. The Consumer may withdraw from the contract without requesting the Digital Content to be supplied if:
 - it is clear from the Seller's notice or from the circumstances that they will not supply the Digital Content; or
 - the Consumer and the Seller have agreed, or it is clear from the circumstances of the conclusion of the contract, that a specific date for the supply of the Digital Content was important to the Consumer and the Seller has not supplied the Digital Content within that date.
4. Liability shall be borne by the Seller for any non-conformity of the Digital Content with the contract that existed at the time of its supply and became apparent within two years of that time - subject to the provisions of Article 11 sec. 3 and 4 of the Terms and Conditions.
5. If the Digital Content is not in conformity with the contract, the Consumer may request that it be brought into conformity with the contract.
6. In case of non-conformity of the Digital Content with the contract, the Consumer shall cooperate with the Seller, to a reasonable extent and using technical means that are least intrusive for the Consumer, to ascertain whether the lack of conformity of the Digital Content at the adequate time results from the characteristics of the Consumer's digital environment.
7. In addition, if the Digital Content is not in conformity with the contract, the Consumer may give a notice of:
 - price reduction,
 - withdrawal from the contract,when:
 - a. bringing the Digital Content into conformity with the contract is impossible or requires excessive costs to be borne pursuant to Article 43m sec. 2 and 3 of the Consumer Rights Act;
 - b. the Seller has failed to bring the Digital Content into conformity with the contract within a reasonable time from the moment the Seller was informed by the Consumer of the lack of conformity with the contract, and without undue inconvenience to the Consumer, taking into account the nature of the

- Digital Content and the purpose for which it is used;
- c. the lack of conformity of the Digital Content with the contract continues despite the fact that the Seller has attempted to bring the Digital Content into conformity with the contract;
 - d. the lack of conformity of the Digital Content with the contract is so significant that it justifies either a price reduction or contract withdrawal without first having recourse to the remedy set out in Article 43m of the Consumer Rights Act (i.e. requesting that the Digital Content be brought into conformity with the contract);
 - e. it is clear from the Seller's notice or the circumstances that the Seller will not bring the Digital Content into conformity with the contract within a reasonable time or without undue inconvenience for the Consumer.
8. The Consumer may not withdraw from the contract on the basis of the preceding provision if the Digital Content is supplied in exchange for the payment of a price and the lack of conformity of the Digital Content with the contract is insignificant.
 9. The Seller is obliged to reimburse to the Consumer the price due as a result of the exercise of the right of withdrawal from the contract referred to in this section (on Digital Content) or to reduce the price without delay but no later than 14 days from the date of receipt of the Consumer's notice of contract withdrawal or price reduction - subject to the provisions of Article 11 sec. 3 and 4 of the Terms and Conditions.
 10. The Seller shall reimburse the price using the same method of payment as the one applied by the Consumer unless the Consumer has expressly agreed to another form of reimbursement that does not incur any costs for the Consumer.

B. Out-of-court complaint and redress methods

1. The Seller informs the Consumer about the possibility to use out-of-court procedures for handling complaints and pursuing claims. The rules of access to these procedures are available at the registered offices or on the websites of entities entitled to out-of-court dispute resolution. A Consumer may use, among others, the following:
 - the assistance of the relevant European Consumer Centre from the European Consumer Centres Network. The centres provide information on consumer rights and help resolve disputes in the case of cross-border purchases. The assistance of the European Consumer Centres is, in principle, free of charge. For a list of country-specific Consumer Centres, see: https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net_en#contact-ecc-net;
 - the Online Dispute Resolution (ODR) platform provided by the European Commission, available at: <https://ec.europa.eu/consumers/odr>.
- In addition, the following forms of support are available in the Republic of Poland:
- mediation conducted by the locally competent Wojewódzki Inspektorat Inspekcji Handlowej (Voivodeship Inspectorate of Trade Inspection), to which a request for mediation should be made. In principle, the procedure is free of charge. A list of Inspectorates can be found here: https://uokik.gov.pl/wojewodzkie_inspektoraty_inspekcji_handlowej.php;
 - the assistance of the competent permanent consumer arbitration court operating at the Wojewódzki Inspektorat Inspekcji Handlowej (Voivodeship Inspectorate of Trade Inspection), to which a request should be submitted for consideration of the case before the arbitration court. In principle, the procedure is free of charge. The list of courts is available at: https://uokik.gov.pl/stale_sady_polubowne.php;
2. The preceding provision is for information purposes only and does not constitute an obligation on the part of the Seller to use out-of-court dispute resolution.

3. The use of out-of-court dispute resolution is voluntary for both the Seller and the Consumer.
4. A Consumer may additionally use the free assistance of the municipal or district consumer ombudsman in the Republic of Poland.

Article 10 PERSONAL DATA

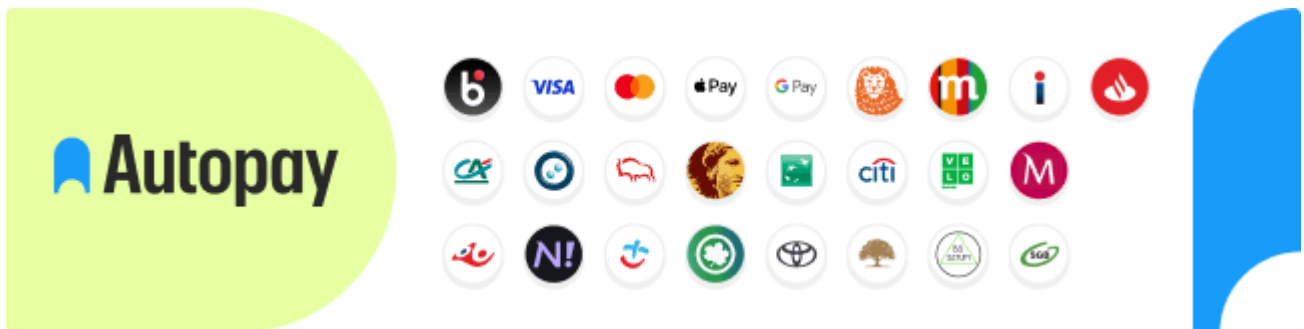
1. The controller of personal data provided by the Buyer while using the Shop is the Seller.
2. Detailed information about the processing of personal data by the Seller, including other purposes and grounds for data processing, as well as data recipients – can be found in the privacy policy available in the Shop – due to the principle of transparency, according to the General Data Protection Regulation of the European Parliament and of the Council (EU) - “**GDPR**”.
3. The purpose of processing Buyer's data provided by the Buyer in connection with the purchase in the Shop is to process orders. The basis for the processing of personal data in this case is:
 - a contract or actions taken at the Buyer's request in order to conclude the contract (Article 6 sec. 1(b) of the GDPR),
 - the Seller's legal obligation relating to accounting (Article 6 sec. 1(c) of the GDPR) and
 - the Seller's legitimate interest in processing data for the purpose of establishing, investigating or defending possible claims (Article 6 sec. 1(f) of the GDPR).
4. Providing personal data by the Buyer is voluntary, but at the same time necessary to conclude a contract.
5. Failure to provide data will prevent the conclusion of a contract in the Shop.
6. Buyer's personal data provided in connection with purchases from the Shop will be processed until:
 - the contract concluded between the Buyer and the Seller ceases to be valid
 - the Seller ceases to be legally obliged to process the Buyer's data;
 - the possibility of asserting claims by the Buyer or Seller, related to a contract concluded via the Shop ceases;
 - the Buyer's objection to the processing of his personal data is accepted, if the processing is based on the legitimate interest of the Seller- depending on what is applicable in each case.
7. The Buyer shall have the right to request:
 - access to their personal data,
 - correction of their personal data,
 - deletion of their personal data,
 - restriction of the processing of their personal data,
 - transfer of their personal data to another controller,and the right to:
 - object at any time to the processing of data on grounds relating to the Buyer's particular situation - to the processing of their personal data based on Article 6 sec. 1(f) of the GDPR (i.e. on legitimate interests pursued by the Seller).
8. To exercise their rights, the Buyer should contact the Seller using the data provided in Article 2 hereof.
9. In the event that the Buyer considers that their data are being processed unlawfully, the Buyer may lodge a complaint with the competent authority for data protection. In Poland, this authority is the President of the Personal Data Protection Office.

Article 11 RESERVATIONS

1. The provision of unlawful content by the Buyer is prohibited.
2. Each order placed in the Shop constitutes a separate contract and requires separate acceptance of the

Terms and Conditions. The contract is concluded for the time and purpose of order processing.

3. Any contract entered into on the basis of these Terms and Conditions shall be governed by Polish law, subject to sec. 4.
4. The choice of Polish law for contracts concluded with Consumers under the Terms and Conditions shall not waive or limit the rights of Consumers under the mandatory rules of the law applicable to that Consumer in situations where there is no choice of law. This means, in particular, that if national regulations applicable to the Consumer provide for protection that is broader than that provided for under these Terms and Conditions or Polish law, such broader protection shall apply.
5. Contracts concluded on the basis of these Terms and Conditions shall be concluded in English.
6. None of the provisions of these Terms and Conditions exclude or in any way limit the rights of the Consumer resulting from the provisions of law.
7. A natural person who concludes or intends to conclude a contract in the Shop that is in direct connection with their business activity, shall be treated as a Consumer and shall be entitled to the same rights as those enjoyed by Consumers, when it follows from the content of that contract that the contract is not of a professional nature for that person. The preceding sentence shall not apply to the provisions set out in Article 9 in the subpart "Out-of-court complaint and redress methods" as well as to the provision of section 4.
8. Subject to Article 11 sec. 7, in the event of a possible dispute with a Buyer who is not a Consumer, the competent court shall be the one having jurisdiction over the Seller's registered office.



Appendix 1. to Terms and Conditions

What follows is a model withdrawal form from the contract which the Consumer may (but does not have to) use.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

Mind Your English Magdalena Michałowska
ul. Warszawska 85, 35-230 Rzeszów, Poland
e-mail: maggie@mindyourenglish.pl

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*) / for the provision of the following service (*) / for the supply of digital content in the form of(*):

.....
.....
.....

- Ordered on^(*)/received on^(*)

.....

- Name of Consumer(s):

.....

- Address of Consumer(s):

.....
.....

.....

Signature of Consumer(s)
(only if this form is sent on paper)

Date

(*) Delete as appropriate.