

## TERMS AND CONDITIONS OF THE INTERNET STORE TENNIS-ZONE.EU

Applying since 01.01.2023 y.

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The Online Store [www.tennis-zone.eu](http://www.tennis-zone.eu) cares about consumer rights. The Consumer may not waive the rights conferred on him by the Consumer Rights Act. The provisions of agreement less favourable to the consumer than the provisions of the Consumer Rights Act are invalid, and the provisions of the Consumer Rights Act apply in their place. Therefore, the provisions of these Terms and Conditions are not intended to exclude or limit any consumer rights under mandatory legal provisions, and any doubts you may have should be explained in favour of the consumer. In the event of any non-compliance of the provisions of these Terms and Conditions with the above provisions, these provisions shall prevail and shall be applied.

### **1. GENERAL PROVISIONS**

1.1. The Online Shop available at the internet address of [www.tennis-zone.eu](http://www.tennis-zone.eu) is operated by a company STREFA TENISA Spółka z ograniczoną odpowiedzialnością Spółka Komandytowa with its registered office in Warsaw (registered office address and delivery address: Al. Bohaterow Wrzesnia 12, 02-389 Warszawa) entered in the Register of Entrepreneurs under the National Court Register number 0000545256; the Registration Court in which company's records are stored: District Court for the capital city of Warsaw in Warsaw, XII Commercial Division of the National Court Register; NIP 7010469498; REGON: 360859723; e-mail address: [info@tennis-zone.eu](mailto:info@tennis-zone.eu) and telephone number: (+48) 22 823 37 48

1.2. These Terms and Conditions are addressed to both consumers and entrepreneurs using the Online Store, unless otherwise provided in the Regulations and is addressed only to consumers or entrepreneurs.

1.3. The Controller of personal data processed in the Online Store in connection with the implementation of the provisions of these Regulations is the Seller. Personal data are processed for the purposes, for a period and on the basis of the grounds and principles indicated in the Privacy Policy published on the Website of the Online Store. The Privacy Policy contains, in particular, the rules regarding the processing of personal data by the Controller in the Online Store, including the basis, purposes and period of processing of personal data and the rights of data subjects, as well as information on the use of cookies and analytical tools in the Online Store. Using the Online Store, including making purchases, is voluntary. Similarly, the provision of personal data by the Service User or Customer is voluntary, subject to exceptions pointed in

the Privacy Policy (conclusion of the agreement and statutory obligations of the Seller).

#### 1.4. Definitions:

1.4.1. **HAND LUGGAGE** - all baggage which the traveller is able to present to customs when entering the territory of the country, as well as baggage which he will present later to customs, on condition that a proof is provided that the baggage was registered as accompanying baggage at the time of embarkation by the company responsible for its carriage

1.4.2. **WORKING DAY** – one day from Monday to Friday excluding public holidays.

1.4.3. **REGISTRATION FORM** – a form available in the Online Store that allows you to create an Account.

1.4.4. **ORDER FORM** – Electronic service, interactive form available in the Online Store enabling you to place an Order, in particular by adding Products to the electronic shopping cart and specifying the terms of the Sales Agreement, including the method of delivery and payment.

1.4.5. **PERSONAL TAX FREE DOCUMENT** - a document issued by the Seller, the confirmation of which by the Customs Office of the European Union entitles the Traveller to receive a VAT refund

1.4.6. **CUSTOMER** – (1) a natural person with full legal capacity and, in cases provided by generally applicable law, also a natural person with limited legal capacity; (2) a legal person; Or (3) an organisational unit without legal personality to which the law confers legal capacity; - who has concluded or intends to conclude a Sales Agreement with the Seller.

1.4.7. **CIVIL CODE** – Civil Code Act of 23rd April 1964 r. (Journal of Laws 1964 no 16, position 93 with amendments).

1.4.8. **ACCOUNT** – Electronic Service, marked with an individual name (login) and password provided by the Customer, a collection of resources in the Service Provider's IT system, in which the data provided by the Customer and information about orders placed by him in the Online Store are collected.

1.4.9. **NEWSLETTER** – Electronic Service, an electronic distribution service provided by the Service Provider via e-mail, which allows all customers using it to automatically receive from the Service Provider the recurring content of subsequent editions of the newsletter containing information about Products, news and promotions in the Online Store.

1.4.10. **TRAVELLER** - a natural person who has no permanent residence on the Territory of the European Union.

1.4.11. **PRODUCT** – a movable good available in the Online Store which is the subject of a Sales Agreement between the Customer and the Seller.

1.4.12. **TERMS AND CONDITIONS** – these terms and conditions of the Online Store.

1.4.13. **ONLINE STORE** - The Service Provider's online store available at the Internet address: [www.strefatenisa.com.pl](http://www.strefatenisa.com.pl).

1.4.14. **SELLER; SERVICE PROVIDER** – STREFA TENISA Spółka z ograniczoną odpowiedzialnością Spółka Komandytowa with its registered office in Warsaw (registered office address and delivery address: Al. Bohaterów Wrzesnia 12, 02-389 Warszawa) entered in the Register of Entrepreneurs under the National Court Register number 0000545256; the Registration Court in which company's records are stored: District Court for the capital city of Warsaw in Warsaw, XII Commercial Division of the National Court Register; NIP 70100469498; REGON: 360859723; e-mail address: [info@tennis-zone.eu](mailto:info@tennis-zone.eu).

1.4.15. **SALES AGREEMENT** – an agreement for the sale of the Product concluded between the Customer and the Seller through the Online Store.

1.4.16. **ELECTRONIC SERVICE** – a service provided electronically by the Service Provider to the Customer through the Online Store.

1.4.17. **SERVICE USER** – (1) a natural person with full legal capacity and, in cases provided for by common law, also a natural person with limited legal capacity; (2) legal person; Or (3) an

organizational unit without legal personality to which the law confers legal capacity; - using or intending to use the Electronic Service.

1.4.18. CONSUMER RIGHTS ACT, Act – Act of May 30th, 2014 consumer rights (Journal of Laws. 2014 position 827 with further amendments).

1.4.19. VAT ACT - Act of 11th June 2004 on the goods and services tax (Journal of Laws 2004 nr 54 position 535 with further amendments).

1.4.20. ORDER - a statement of the Customer's will made using the Order Form and aimed directly at concluding the Product Sales Agreement with the Seller.

## **2. ELECTRONIC SERVICES IN THE ONLINE STORE**

2.1. The following Electronic Services are available in the Online Store: Account, Order Form and Newsletter.

2.1.1. Account – use of the Account is possible after a total of two consecutive steps by the Customer – (1) completing the Registration Form, (2) click on the "Continue" field. In the Registration Form, it is necessary for the Service User to provide the following data to the Service User: name/ company name, address (street, house/apartment number, postcode, city, country), e-mail address, contact telephone number and password.

2.1.1.1. Electronic Account service is provided free of charge for an indefinite period. The Customer has the possibility, at any time and without giving any reason, to delete the Account (resignation from the Account) by sending an appropriate request to the Service Provider, in particular by e-mail to the address: [info@tennis-zone.eu](mailto:info@tennis-zone.eu) or in writing to the address of the: Al. Bohaterów Września 12, 02-389 Warszawa.

2.1.2. Order Form – the use of the Order Form begins when the Customer adds the first Product to the electronic shopping cart in the Online Store. Placing the Order takes place after the Customer has completed a total of two consecutive steps – (1) after completing the Order Form and (2) clicking the „Order and pay” field after filling in the Order Form on the Online Store page – until then, it is possible to modify the data entered independently (for this purpose, you should follow the displayed messages and information available on the Website of the Online Store). In the Order Form, it is necessary for the Customer to provide the following data concerning the Customer: name/name of the company, address (street, house/apartment number, postcode, city, country), e-mail address, contact telephone number and Sales Contract data: Product/s, quantity of Product(s), place and method of delivery of the Product(s), method of payment. In the case of non-consumer customers, it is also necessary to provide the company name and tax identification number.

2.1.2.1. The Electronic Order Form service is provided free of charge and is of a one-time nature and is terminated when the Order is placed through it or when the Customer ceases to place the Order through it in advance.

2.1.3. Newsletter – the use of the Newsletter takes place after a total of three consecutive steps have been completed by the Customer – (1) in the "Newsletter" tab visible on the Website of the Online Store, the e-mail address to which the next editions of the Newsletter will be sent, (2) click on the "Save" field, and then (3) confirmation of your wish to subscribe to the Newsletter by clicking on the confirmation link sent to the provided e-mail address. You can also subscribe to the Newsletter by ticking the appropriate checkbox when creating an Account – upon creation of the Account, the Customer becomes the Newsletter subscriber.

2.1.3.1. The Electronic Newsletter service is provided free of charge for an indefinite period. The Customer has the possibility, at any time and without giving any reason, to unsubscribe from the Newsletter by sending a proper request to the Service Provider, in particular by e-mail to the following address: [info@tennis-zone.eu](mailto:info@tennis-zone.eu) or in writing to the following address: Al. Bohaterow

Wrzesnia 12, 02-389 Warsaw.

2.2. Technical requirements necessary for cooperation with the IT system used by the Service Provider: (1) computer, laptop, or other media device with Internet access; (2) access to e-mail; (3) web browser: Mozilla Firefox version 17.0 and above or Internet Explorer version 10.0 and above, Opera version 12.0 and above, Google Chrome version 23.0. and higher, Safari version 5.0 and above, Microsoft Edge version 25.10586.0.0 and above; (4) recommended minimum screen resolution: 1024x768; (5) enabling the ability to save cookies and JavaScript in your web browser.

2.3. The Customer is obliged to use the Online Store in a manner consistent with the law and good manner being mindful to respecting the personal rights and copyrights and intellectual property of the Service Provider and third parties. The Customer is obliged to enter data in accordance with the facts. The Customer is prohibited from providing unlawful content.

2.4. The complaint procedure concerning Electronic Services is indicated in point 6 of the Regulations.

### **3. TERMS AND CONDITIONS FOR CONCLUDING THE CONTRACT OF SALE**

3.1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed the Order using the Order Form in the Online Store in accordance with section 2.1.2 of the Regulations.

3.2. The price of the Product shown on the website of the Online Store is given in Polish zlotys and includes taxes. The Customer is informed about the total price, together with the taxes of the Product subject to the Order, as well as the delivery costs (including transport, delivery and postal service charges) and other costs, and when the amount of these fees cannot be determined – the Customer is informed about the obligation to pay them on the pages of the Online Store during the placing of the Order, including when the Customer expresses his willingness to be bound by the Sales Agreement.

3.3. The procedure for concluding the Sales Agreement in the Online Store using the Order Form

3.3.1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed an Order in the Online Store in accordance with section 2.1.2 of the Regulations.

3.3.2. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for realisation. Confirmation of receipt of the Order and its acceptance for realisation is made by sending the Customer an appropriate e-mail to the customer's e-mail address provided during order placement, which contains at least the Seller's statements about receipt of the Order and its acceptance for realisation and confirmation of the conclusion of the Sales Agreement. Upon receiving by the Customer of the above e-mail, a Sales Agreement is concluded between the Customer and the Seller.

3.4. The consolidation, securing and making available to the Customer the content of the concluded Sales Agreement is made by (1) make these Terms and Conditions available on the Website of the Online Store and (2) sending the Customer the e-mail referred to in section 3.3.2. Terms and Conditions. The content of the Sales Agreement is additionally fixed and secured in the IT system of the Seller's Online Store.

### **4. PAYMENT METHODS AND DEADLINES FOR THE PRODUCT**

4.1. The Seller makes available to the Customer the following payment methods under the Sales Agreement:

4.1.1. Bank Transfer;

- 4.1.2. Card payment or bank transfer via an external payment system;
- 4.1.3. Cash or card upon personal pick-up
- 4.1.4. Gift Card - details described in the terms and conditions of the Gift Cards: <https://tennis-zone.eu/voucher-terms-and-conditions>
- 4.2. Termin płatności:
  - 4.2.1. In case the Customer chooses payment by bank transfer, gift card payment, online payment or card payment, the Customer is obliged to make the payment within 4 calendar days from the conclusion of the Sales Contract.
  - 4.2.2. In case the Customer chooses to pay cash on delivery or cash on personal pick-up, the Customer is obliged to pay on delivery or pick up.
- 4.3. In case the Customer fails to make the payment within the time limit referred to in point. 4.2. of the Terms and Conditions, the Seller has the right to withdraw from the Sales Contract. Upon ineffective expiry of the time limit for payment, the Seller shall send the Customer, by e-mail, a statement of withdrawal from the contract pursuant to Article 492 of the Civil Code.

## **5. COST, METHODS AND DATE OF DELIVERY AND COLLECTION OF THE PRODUCT**

- 5.1. Delivery of the Product is available in the territory of the Republic of Poland.
- 5.2. Delivery of the Product to the Customer is payable, unless otherwise specified in the Sales Agreement. The costs of delivery of the Product (including transport, delivery and postal services fees) are indicated to the Customer on the pages of the Online Store in the information tab about delivery costs as well as during the placing of the Order, including when the Customer expresses his willingness to be bound by the Sales Agreement.
- 5.3. Personal collection of the Product by the Customer is free of charge.
- 5.4. The Seller shall provide the Customer with the following means of delivery or collection of the Product:
  - 5.4.1. Postal delivery, cash on delivery.
  - 5.4.2. Courier, cash on delivery.
  - 5.4.3. Personal collection available according to the customer's choice, at:
    - 5.4.3.1. Al. Bohaterów Września 12, 02-389 or
    - 5.4.3.2. ul. Puławska 531, 02-844 Warszawa.
- 5.5. The Seller shall post information on the Shop's Website about the number of business days needed for Delivery and order processing.
- 5.6. In case the Customer selects a post office box, including a parcel machine or a collection point as the form of Delivery, the Delivery address shall be the address of the point selected by the Customer at the time of placing the order.
- 5.7. Time limit of the Product to be ready to collect by the Customer - if the Customer chooses to collect the Product in person. The product will be ready for collection by the Customer at the time indicated when the order is placed. In case of Products with different dates of readiness for collection, the date of readiness for collection is the longest date given. The Customer will additionally be informed of the readiness of the Product for collection by the Seller. The start of the period for the Product to be ready for collection by the Customer is calculated as follows:
  - 5.7.2. In case the Customer chooses payment by bank transfer, online payment or card payment - from the date of crediting the Seller's bank account or settlement account.
  - 5.7.3. In case the Customer chooses the cash on delivery method - from the date of the conclusion of the Sales Contract.

## **6. PROCEDURE OF CONSIDERING COMPLAINTS**

- 6.1. This section 6 of the Terms and Conditions sets out the procedure for handling complaints

common to all complaints submitted to the Seller, in particular complaints regarding Products, Sales Agreements, Electronic Services and other complaints related to the operation of the Seller or the Online Shop.

6.2. The basis and scope of liability are set out in the generally applicable legal provisions, in particular the Civil Code, the Consumer Rights Act and the Act on the Provision of Electronic Services of 18 July 2002. (Dz.U. Nr 144, poz. 1204 ze zm.).

6.2.1. The detailed provisions concerning the complaint about the Product - a movable item - purchased by the Customer on the basis of the Sales Agreement concluded with the Seller until 31. December 2022 are defined by the provisions of the Civil Code in the wording in force until 31. December 2022, in particular Articles 556-576 of the Civil Code. These provisions define in particular the basis and scope of the Seller's liability towards the Customer if the sold Product has a physical or legal defect (warranty). The Seller is obliged to provide the Customer with a defect-free Product. Pursuant to Article 558 § 1 of the Civil Code, the Seller's liability under warranty for the Product purchased in accordance with the preceding sentence towards the Customer who is not a consumer is excluded.

6.2.2. The detailed provisions concerning the complaint of a Product - a movable good (including a movable good with digital elements), excluding, however, a movable good that only serves as a carrier of digital content - purchased by the Customer on the basis of a Sales Agreement concluded with the Seller as of 1. January 2023 are specified in the provisions of the Consumer Rights Act in the wording in force as of 1. January 2023, in particular Articles 43a - 43g of the Consumer Rights Act. These provisions determine, in particular, the basis and scope of the Seller's liability towards the consumer if the Product does not comply with the Sales Agreement.

6.2.3. The detailed provisions concerning the complaint of a Product - digital content or service or a movable good that only serves as a carrier of digital content - purchased by the Customer on the basis of a Sales Agreement concluded with the Seller as of 1. January 2023 or before that date, if the delivery of such a Product was to take place or took place after that date are specified in the provisions of the Consumer Rights Act in the wording in force as of 1. January 2023, in particular Articles 43h - 43q of the Consumer Rights Act. These provisions determine, in particular, the basis and scope of the Seller's liability towards the consumer if the Product does not comply with the Sales Agreement.

6.3. The complaint may be submitted by the Customer, for example:

6.3.1. in writing to: ul. Graniczna 11 Bohaterow Wrzesnia 12, 02-389 Warszawa;

6.3.2. in electronic form by e-mail to: [info@tennis-zone.eu](mailto:info@tennis-zone.eu).

6.4. The Product may be sent or returned under a complaint to the following address: Graniczna 11, 05-090 Sekocin Nowy.

6.5. It is recommended to state in the description of the complaint: (1) information and circumstances relating to the subject matter of the complaint, in particular the nature and date of the irregularity or non-conformity with the contract; (2) the demand for the manner of bringing the complaint into conformity with the contract or the declaration of price reduction or withdrawal from the contract or other claim; and (3) contact details of the complainant - this will facilitate and expedite the processing of the complaint. The requirements given in the preceding sentence are in the form of a recommendation only and do not affect the effectiveness of complaints submitted without the recommended description of the complaint.

6.6. If the contact details provided by the complainant change during the processing of the complaint, the complainant is obliged to notify the seller.

6.7. The complainant may attach evidence (e.g. photos, documents or Product) related to the subject of the complaint. The Seller may also ask the complainant to provide additional information or send evidence (e.g. photographs) if this will make it easier and faster for the Seller

to investigate the complaint.

6.8. The seller shall respond to the complaint immediately, but no later than 14 calendar days after receiving the complaint.

## **7. OUT-OF-COURT COMPLAINT AND REDRESS PROCEDURES AND RULES ON ACCESS TO THESE PROCEDURES**

7.1. Detailed information on the possibility for the Customer to use out-of-court complaint handling and redress procedures and the rules for access to these procedures are available on the Website of the Office of Competition and Consumer Protection at:

[https://uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php).

7.2. The President of the Office for Competition and Consumer Protection also has a contact point (Phone: 22 55 60 333, e-mail: [kontakt.adr@uokik.gov.pl](mailto:kontakt.adr@uokik.gov.pl) or written contact: Pl. Powstańców Warszawy 1, 00-030 Warszawa.), which is intended to assist consumers in matters related to the out-of-court resolution of consumer disputes.

7.3. The consumer has the following examples of possibilities to use out-of-court means of dealing with complaints and redress: (1) request for resolution of the dispute to the permanent consumer arbitration court (for more information, see: <http://www.spsk.wiih.org.pl/>); (2) request for out-of-court resolution of the dispute to the provincial inspector of the Trade Inspection (more information on the website of the inspector competent for the place of business of the Seller); and (3) assistance from a district (municipal) consumer ombudsman or social organisation whose statutory tasks include consumer protection (e.g. Federation of Consumers, Association of Polish Consumers). Advice is provided, among other things, by e-mail at [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl) and the consumer helpline number 801 440 220 (helpline open on Weekdays, from 8:00 to 18:00, connection fee according to the operator).

7.4. An online dispute settlement system platform is available between consumers and traders at EU level on <http://ec.europa.eu/consumers/odr> (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and businesses seeking an out-of-court settlement of a dispute over contractual obligations under an online sales or service contract (for more information, see the platform itself or the Website of the Office for Competition and Consumer Protection:

[https://uokik.gov.pl/spory\\_konsumenckie\\_faq\\_platforma\\_odr.php](https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php)).

## **8. RIGHT OF WITHDRAWAL**

8.1. A consumer who has concluded a distance contract may withdraw from it within 14 calendar days without giving any reason and without incurring any costs, except for the costs specified in point 8.8 of the Regulations. To meet the deadline, it is sufficient to send a statement before its expiration. The statement of withdrawal from the contract may be made, for example:

8.1.1. in writing at the address: Al. Bohaterów Wrzesnia 12, 02-389 Warsaw;

8.1.2. electronically via email at the address: [info@tennis-zone.eu](mailto:info@tennis-zone.eu);

8.2. Return of the Product - movable property (including movable property with digital elements) as part of withdrawal from the contract may take place at the address: Al. Bohaterów Wrzesnia 12, 02-389 Warsaw.

8.3. A sample form for withdrawal from the contract is included in Annex 2 to the Consumer Rights Act and is also available in point 12 of the Regulations. The consumer may use the form, but it is not mandatory.

8.4. The deadline for withdrawing from the contract begins:

8.4.1. for a contract, the performance of which involves the seller issuing the Product, being

obliged to transfer its ownership - from the time the Product is taken over by the consumer or a third person indicated by him/her other than the carrier, and in the case of a contract that: (1) covers many Products that are delivered separately, in batches or in parts - from the time of taking possession of the last Product, batch or part or (2) consists in regular delivery of Products for a specified period - from the time of taking possession of the first Product;

8.4.2. for other contracts - from the date of conclusion of the contract.

8.5. In the event of withdrawal from a distance contract, the contract shall be deemed not concluded.

8.6. Products - movable property, including movable property with digital elements:

8.6.1. The seller is obliged to immediately, no later than within 14 calendar days from the date of receipt of the consumer's statement on withdrawal from the contract, return all payments made by the consumer, including the cost of delivering the Product – movable item, including movable items with digital elements (with the exception of additional costs resulting from the consumer's choice of delivery other than the cheapest ordinary delivery method available in the Online Store). The seller shall make the payment return using the same payment method as the consumer, unless the consumer has expressly agreed to a different method of return which does not incur any costs for them. In the case of Products - movable items (including movable items with digital elements) - if the seller has not offered to collect the Product from the consumer, it may withhold the return of payments received from the consumer until the Product is received back or the consumer provides proof of its return, whichever occurs first.

8.6.2. In the case of Products - movable items (including movable items with digital elements) - the consumer is obliged to immediately, no later than within 14 calendar days from the date on which they withdrew from the contract, return the Product to the seller or hand it over to a person authorized by the Seller to collect it, unless the Seller has offered to collect the Product itself. To meet the deadline, it is sufficient to send the Product before the deadline expires.

8.6.3. The consumer is responsible for the reduction in the value of the Product - movable item (including movable item with digital elements) - resulting from the use of it in a way that goes beyond what is necessary to establish the nature, characteristics, and functioning of the Product.

8.7. Products - digital content or digital services:

8.7.1. In the case of withdrawal from the contract for the provision of Product - digital content or digital service - from the date of receipt of the consumer's statement on withdrawal from the contract, the Seller may not use any content other than personal data provided or generated by the consumer during the use of the Product - digital content or digital service - provided by the Seller, except for content that: (1) is useful only in connection with the digital content or digital service that was the subject of the contract; (2) concerns solely the consumer's activity during the use of the digital content or digital service provided by the Seller; (3) has been combined by the entrepreneur with other data and cannot be separated from them or can only be separated with disproportionate effort; (4) has been generated by the consumer together with other consumers, who can still use it. With the exception of cases referred to in points (1) - (3) above, the seller, upon the consumer's request, shall make available to the consumer any content other than personal data that was provided or generated by the consumer during the use of the digital content or digital service provided by the seller. In the case of withdrawal from the contract, the seller may prevent the consumer from further use of the digital content or digital service, in particular by preventing the consumer from accessing the digital content or digital service or blocking the user account, which does not affect the consumer's rights referred to in the previous sentence. The consumer has the right to recover digital content from the seller free of charge, without any obstacles from the seller, within a reasonable time and in a commonly



used machine-readable format.

8.7.2. In the case of withdrawal from the contract for the provision of Product - digital content or digital service, the consumer is obliged to stop using this digital content or digital service and sharing them with third parties.

8.8. Possible costs associated with the consumer's withdrawal from the contract, which the consumer is obliged to bear:

8.8.1. In the case of Products - movable objects (including movable objects with digital elements) - if the consumer chose a method of delivery of the Product other than the cheapest ordinary delivery method available in the Online Store, the seller is not obliged to return to the consumer any additional costs incurred.

8.8.2. In the case of Products - movable objects (including movable objects with digital elements) - the consumer bears the direct costs of returning the Product.

8.8.3. In the case of a Product - a service, the performance of which - at the explicit request of the consumer - began before the deadline for withdrawal from the contract, the consumer who exercises the right of withdrawal from the contract after such a request is obliged to pay for the services performed until the withdrawal from the contract. The amount of payment is calculated proportionally to the scope of the performed service, taking into account the price or remuneration agreed in the contract. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the performed service.

8.9. The right of withdrawal from a distance contract does not apply to consumers in relation to contracts:

8.9.1. (1) for the provision of services for which the consumer is obliged to pay the price, if the Seller has fully performed the service with the explicit and prior consent of the consumer, who was informed before the performance of the service that they will lose the right to withdraw from the contract after the Seller has performed the service and accepted this information; (2) in which the price or remuneration depends on fluctuations on the financial market over which the Seller has no control and which may occur before the withdrawal period expires; (3) in which the subject of the service is a movable object (including a movable object with digital elements) - not prefabricated, produced according to the consumer's specifications or serving to satisfy their individualized needs; (4) in which the subject of the service is a movable object (including a movable object with digital elements) - prone to rapid deterioration or having a short shelf life; (5) in which the subject of the service is a movable object (including a movable object with digital elements) - delivered in a sealed package, which cannot be returned after opening due to health protection or hygienic reasons if the package was opened after delivery; (6) in which the subject of the service are movable objects (including movable objects with digital elements) - which, due to their nature, are inseparably connected with other movable objects, including movable objects with digital elements, after delivery; (7) in which the subject of the service are alcoholic beverages, the price of which was agreed upon at the conclusion of the Sales Agreement, and which can only be delivered after 30 days and whose value depends on fluctuations on the market over which the Seller has no control; (8) in which the consumer has explicitly requested that the Seller visit them for the purpose of carrying out urgent repairs or maintenance; if the seller provides additional services other than those requested by the consumer or delivers movable objects (including movable objects with digital elements) other than spare parts necessary for repair or maintenance, the consumer has the right to withdraw from the contract in relation to the additional services or products; (9) in which the subject of the service is sound or visual recordings or computer programs delivered in sealed packaging if the packaging has been opened after delivery; (10) for the delivery of newspapers, periodicals or magazines, with the exception of subscription agreements; (11) concluded through a public

auction; (12) for the provision of accommodation services other than for residential purposes, transportation of goods, car rentals, catering, leisure services, entertainment, sports or cultural events, if the contract specifies the day or period of the service; (13) for the delivery of digital content not delivered on a tangible medium for which the consumer is obliged to pay the price, if the seller has begun the performance with the explicit and prior consent of the consumer, who was informed before the performance of the service that they will lose the right to withdraw from the contract after the Seller has performed the service and accepted this information, and the Seller has provided the consumer with confirmation referred to in Article 15(1) and (2) or Article 21(1) of the Consumer Rights Act; (14) for the provision of services for which the consumer is obliged to pay the price in cases where the consumer has explicitly requested that the seller visit them for the purpose of carrying out repairs, and the service has already been fully performed with the explicit and prior consent of the consumer.

8.10. The provisions of this point 8 of the Regulations regarding the consumer shall apply from January 1, 2021 and for contracts concluded from that date also to the Service Provider or Client who is a natural person entering into a contract directly related to their business activity, if it follows from the content of this contract that it does not have a professional character for this person, resulting in particular from the subject of the business activity carried out by them, made available on the basis of the Central Register and Information on Business Activity Act.

## **9. PROVISIONS FOR ENTREPRENEURS**

9.1 Point 9 of the Regulations and all its provisions are directed towards and hence exclusively binding for the Customer or the Recipient of Services not being the consumer and since January 1, 2021, in case of contracts concluded from that day onwards also for the Customer or the Recipient of Services who is not a natural person entering into a contract directly related to their economic activity, if the content of this contract shows that it is not of professional nature for that person, as might otherwise follow, in particular, from the subject of his or her business activity made public upon CEiDG (Central Registration and Information on Business) regulations.

9.2 The Seller has the right to withdraw from the Contract of Sales within 14 calendar days since the day of its conclusion. In such case the withdrawal can take place without stating the reason and cannot be the grounds for any claims from the Client towards the Seller.

9.3 The Seller has the right to limit the available payment options, which includes their right to require a prepayment in part or in full, independently of the mode of payment chosen by the Customer and of the fact that the Contract of Sales has been concluded.

9.4 The service provider can terminate the contract for the provision of the Electronic Service with an immediate effect and without stating the reason by means of sending a relevant declaration to the Recipient of Services.

9.5 The liability of the Service Provider/ Seller towards the Service Recipient/Customer, regardless of its legal grounds, is limited – both within a single claim, as well as within all the claims together – to the sum of the price and the delivery costs paid based on the Contract of Sales, not higher, however, than one thousand PLN. The limit applies to all claims the Service Recipient/Customer may issue against the Seller/Service Provider, also where there is no Contract of Sales or in cases unrelated to it. The Seller/Service Provider is liable towards the Service Recipient/Customer only for the damage typically foreseeable in the moment of the conclusion of the contract and are not liable for the loss of chance. Also, the Seller are not liable for a delay in the transport of the consignment.

9.6 All the disputes between the Seller/ Service Provider and the Customer/ Service Recipient will be settled by the court competent for the registered office of the Seller/ Service Provider.

9.7. The Seller's liability under warranty for the Product or for the Product's non-conformity with the Sales Contract shall be excluded.

9.8. The seller will respond to the complaint within 30 calendar days of receipt.

## **10. PRODUCT REVIEWS**

10.1. The Seller allows its Customers to issue and access opinions about the Products and the Online Shop under the terms and conditions indicated in this section of the Terms and Conditions.

10.2. It is possible for the Customer to give an opinion on a Product or on the Online Shop using a feedback form. This form can be made available directly on the website of the Online Shop (including via an external widget) or can be made available via an individual link received by the Customer after purchase to the e-mail address provided by the Customer. When adding an opinion, the Customer may also add a graphic rating or a picture of the Product - if such an option is available in the opinion form.

10.3. An opinion on a Product may be issued only for the Products actually purchased from the Seller's Online Shop and by the Customer who purchased the Product being reviewed. It is prohibited to conclude fictitious or sham Sales Agreements in order to issue an opinion on a Product. An opinion about the Online Shop may be issued by a person who is a Customer of the Online Shop.

10.4. Adding opinions by Clients may not be used for illegal activities, in particular for activities that constitute an act of unfair competition or activities that infringe personal rights, intellectual property rights or other rights of the Seller or third parties. When adding an opinion, the Customer is obliged to act in accordance with the law, these Terms and Conditions and good morals.

10.5. Opinions may be made available directly on the website of the Online Shop (e.g. next to a given Product) or on an external opinion-gathering service with which the Seller cooperates and to which it is linked on the website of the Online Shop (including by means of an external widget placed on the website of the Online Shop).

10.6. The Seller shall ensure that published reviews of Products come from its Customers who have purchased the Product in question. To this end, the Seller shall take the following steps to verify that the reviews come from its Customers.

10.6.1. Publication of an opinion issued using a form available directly on the website of the Online Shop requires prior verification by the Service Provider. Verification consists in checking the compliance of the opinion with these Terms and Conditions, in particular checking whether the person giving an opinion is a client of the Online Shop - in this case, the Seller checks whether that person made a purchase at the Online Shop, and in the case of an opinion on a Product, the Seller additionally checks whether that person purchased the Product reviewed. Verification takes place without undue delay.

10.6.2. The Seller sends its Customers (including by means of an external feedback service with which it cooperates) an individual link to the e-mail address provided by the Customer at the time of purchase - in this way, access to the feedback form is granted only to the Customer who purchased the Product from the Online Shop.

10.6.3. In the case of doubts of the Seller or objections directed to the Seller by other Customers or third parties as to whether a particular opinion comes from a Customer or whether a particular Customer has purchased a particular Product, the Seller reserves the right to contact the author of the opinion in order to clarify and confirm that he or she is in fact a Customer of the Online Shop or has purchased the Product reviewed.

10.7. Any comments, appeals against the verification of an opinion, or objections as to whether a particular opinion comes from a Customer or whether a particular Customer has bought a particular Product may be made in a manner analogous to the complaint procedure indicated in section 6 of the Terms and Conditions.

10.8. The Seller shall not post or cause to be posted by another person any untrue opinions or recommendations of Customers and shall not distort the opinions or recommendations of Customers in order to promote its Products. The Seller provides both positive and negative reviews. The Seller does not provide sponsored reviews.

## **11. RULES FOR VAT REFUNDS FOR TOURISTS (TAX FREE FOR TOURISTS)**

11.1. This section of the Regulations sets out the rules for issuing a Personal Tax Free Document for travellers and refunding VAT to travellers when travellers purchase products on the Online Store website.

11.2. Persons entitled to a VAT refund:

11.2.1. The Seller is the one to issue and return VAT to travellers.

11.2.2. The Traveller making a purchase on the website is entitled to receive a VAT refund <http://tennis-zone.eu>

11.2.3. The minimum amount of the value of purchases including VAT entitling to a tax refund is 200.00 PLN.

11.2.4. The purchased goods should be exported outside the European Union intact, in personal luggage. This fact must be confirmed by the customs.

11.2.5. The export of the purchased goods outside the European Union must take place not later than on the last day of the third month following the month in which the goods were purchased.

11.2.6. Vat may be refunded no later than 10 months after the end of the month in which the traveller purchased the goods.

11.3. Conditions for purchase and collection of the product:

11.3.1. If Traveller wishes to use the purchase of goods intended for export outside the European Union, with the possibility of exercising the right to a VAT refund, the Traveller is obliged to personally pick up the goods in the Store or at another place agreed with the Seller.

11.3.2. When placing an order, the Traveller is obliged to inform the Seller about the purpose of the purchase of the product in question, by entering the appropriate annotation in the "Notes" field, in order for the Seller to issue a Named Tax Free Document. The traveller is obliged to state: (1) first and last name; (2) the exact address (including the house and local number); (3) country of origin; (4) the series, number and country of issue of the passport or other document establishing their identity.

11.3.3. If the Traveller chooses to receive a VAT refund by bank transfer to the selected bank account, the Traveller is also obliged to provide the Seller with full bank details such as: (1) name, (2) address, (3) bank account IBAN number and SWIFT number.

11.3.4. When collecting the delivery of the goods, the Traveller is obliged to present to the Seller an identity document confirming their data, in accordance with the data referred to in paragraph 11.3.2.

11.3.5. After completing the order, the Traveller receives a receipt for the goods from the cash register and a Personal Tax Free Document.

11.3.6. The amount of tax paid on the purchase of the goods or services in question derives from the Tax Free Document and is equal to the tax on the receipt from the cash register.

11.3.7. The Named Tax Free Document contains the Traveller's details such as: (1) the last name and first name, (2) the address (country, city, street name, house or apartment number) and (3) data from the passport or other document confirming the Identity of the Traveller.

#### 11.4. Obligations of the Traveller after receiving the goods:

11.4.1. When leaving the European Union, the Traveller is obliged to present to the customs office the purchased goods intact, together with the Tax Free form and the receipt confirming the purchase of the goods and the identity card that was presented by the Traveller at the time of collection of the purchased goods.

11.4.2. The personal Tax Free Document with: (1) stamp, (2) the stamp "Poland- Customs", (3) the signature confirming the customs official of the European Union and (4) the entered date and place of export, entitles you to VAT refund.

#### 11.5. Ways of vat refund by the Seller:

11.5.1. The Traveller is obliged to provide the Seller, approved in the manner listed in point 4.2., the Named Tax Free Document together with the original receipt pinned to it and an identity document to confirm the compliance of the data with the document with the data contained in the Named Tax Free Document.

11.5.2. Only original, unscathed, legibly completed and signed by the authorized authorities and by the traveller's own documents, in accordance with the Act and the Regulations, can be the basis for the refund of VAT to the traveller.

11.5.3. The Seller shall provide the Traveller with the following vat refund methods on the basis of the Named Tax Free Document.

11.5.4. Vat refund in the form of a cash withdrawal.

11.5.5. Vat refund to bank account.

11.5.6. If the Traveller chooses a VAT refund to the selected bank account, the Traveller may send the Personal Tax Free Document together with the receipt pinned to it to the following address: Al. Bohaterów Września 12, 02-389 Warszawa.

11.5.7. The refund to the bank account will be made within 7 Business Days from the date of receiving by the Seller of the Named Tax Free Document.

11.5.8. If the Traveller chooses a VAT refund in cash form, the Traveller is obliged to provide the Seller with a Personal Tax Free Document together with a receipt attached to it to the following address: Al. Bohaterów Września 12, 02-389 Warszawa.

11.5.9. In the case of a refund to a bank account, the Seller is not responsible for any additional fees for receiving a foreign transfer charged by the bank of the recipient of the transfer.

11.5.10. The Seller, when making a tax refund to the Traveller, has the right to charge the Traveller a commission on the refundable amount of tax of 15% on the value of the refunded amount.

#### 11.6. Final provisions:

11.6.1. The basic VAT rate in the Republic of Poland is 23%.

11.6.2. Tax Free sales are recorded in the Customs Office system [www.granica.gov.pl/TaxFree](http://www.granica.gov.pl/TaxFree), therefore, the data declared in the Named Tax Free Document are subject to verification at the border.

11.6.3. The issuance of the Personal Tax Free Document and the refund of VAT on purchased goods to Travellers is carried out on the basis of the Named Tax Free Document, in accordance with the requirements of the Act of June 11, 2004 on the tax on goods and services and the implementing provisions of the above-mentioned Act.

11.6.4. The provisions of these Regulations do not prejudice the provisions of the VAT Act.

11.6.5. Any complaints related to the seller's issuance of a Named Tax Free Document or a refund by the Seller of VAT on the basis of the Named Tax Free Document must be submitted in writing to: Al. Bohaterów Września 12, 02-389 Warszawa, within 7 months from the date of issue, with a note on the TAX FREE envelope. This provision does not affect the right of the Traveller to make a complaint about the purchased goods on the basis of generally applicable laws, in particular on the basis of the Civil Code (Art. 556- 576 of the Civil Code).

11.6.6. The seller shall allow a refund to be made to a person other than the traveller if the person fulfils two conditions:

11.6.6.1. it shall have at its disposal the original of the document "VAT refund for travellers" issued by the Seller to the traveller, on which the customs office confirmed the stamp bearing the numerator for the export of goods by the traveller, and

11.6.6.2. provide the Seller with a personal authorization to collect the tax issued by the traveller (power of attorney) signed by the traveller with a signature corresponding to that appearing on the invoice.

## **12. FINAL PROVISIONS**

12.1. Contracts concluded through the Online Store are concluded in Polish.

12.2. Amendment of the Regulations:

12.2.1. The Service Provider reserves the right to make changes to the Regulations for important reasons, i.e.: changes in the law; changes in payment and delivery methods - to the extent that these changes affect the implementation of the provisions of these Terms and Conditions.

12.2.2. In the case of the conclusion under these Regulations of contracts of a continuous nature (e.g. provision of electronic service – Account) the amended regulations bind the Customer, if the requirements set out in Art. 384 and 384[1] of the Civil Code have been retained, that is, the Customer has been properly notified of the changes and has not terminated the contract within 14 calendar days from the date of notification. In the event that the amendment of the Regulations results in the introduction of any new fees or an increase in the current Customer who is a consumer, he has the right to withdraw from the contract.

12.2.3. In the event of the conclusion of contracts of a nature other than continuous agreements (e.g. Sales Agreement) under these Terms and Conditions, changes to the Regulations will not in any way affect the rights of purchased Service Users/Customers who are consumers before the date of entry into force of the amendments to the Regulations, in particular changes to the Regulations will not affect orders already placed or being placed and sales agreements concluded, implemented or executed.

12.3. In matters not regulated by these Regulations, generally applicable provisions of Polish law apply, in particular: the Civil Code; Electronic Services Act of 18th July 2002. (Journal of Laws 2002 no 144, position 1204 with further amendments); for Sales Agreements concluded until December 24th, 2014 with Consumer Customers - the provisions of the Law on the protection of certain consumer rights and on liability for damage caused by a dangerous product of 2nd March 2000. (Journal of Laws. 2000 no 22, position 271 with further amendments) and the Act on Special Conditions of Consumer Sales and the Amendment of the Civil Code of 27th July 2002. (Journal of Laws 2002 no 141, position 1176 with further amendments); for Sales Agreements concluded since December 25th, 2014 with consumer customers - provisions of the Consumer Rights Act of 30th May 2014. (Journal of Laws 2014 r. position 827 with further amendments); and other relevant provisions of generally applicable law.