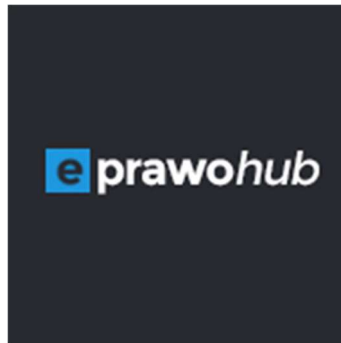


CERTIFICATE
„SAFE E-COMMERCE ”



TERMS & CONDITIONS
FOR THE ONLINE SHOP
ART AND CAT

I. The Seller's identity :

ART AND CAT Sp. z o.o.

Św. Ducha 31/3

Jarocin (63-200),

NIP: 6172209249,

REGON: 364492018

KRS 0000619221

e-mail : aneta@artandcat.com ,

Tel: +48 691 645 592.

II. Definitions

1. The terms used in these Terms and Conditions shall have the following meaning:
 - a) Business Days – these shall be the days from Monday to Friday, excluding public holidays;
 - b) Customer – a natural person with a full legal capacity, a natural person who conducts business activity, a legal entity or an organizational unit without legal personality, vested with a legal capacity by special provisions, who places an order in the Online Shop or uses other Services available in the Online Shop;
 - c) Civil Code – the Act of 23 April 1964 (Journal of Laws No. 16, Item 93, as amended);
 - d) Digital content- files, which is not recorded on a material carrier.
 - e) Account – a section of the Online Shop ascribed to the Customer that he can use to perform specific actions in the Online Shop;
 - f) Consumer – the Customer being a consumer within the meaning of the provisions of Article 22 [1] of Civil Code;
 - g) Ebook - a book in an electronic version, saved in, EPUB or PDF format.
 - h) Entrepreneur – the Customer being an entrepreneur within the meaning of the provisions of Article 43[1] of Civil Code;
 - i) Newsletter service- the Seller's commercial information in the form of messages sent to the Customer's electronic mail address.
 - j) Terms and Conditions – this document;
 - k) Goods – the product presented in the Online Shop, with its description available with each of the presented products;
 - l) Sales Agreement – a sales agreement of Goods within the meaning of the Civil Code, concluded between the Seller and the Customer;
 - m) Services – the services rendered electronically by the Seller for the benefit of Customers within the meaning of the provisions of the Act on Rendering Electronic Services dated 18 July 2002 (Journal of Laws No. 144, Item 1204, as amended);
 - n) Act on Consumer Rights – the Act on Consumer Rights dated 30 May 2014 (Journal of Laws 2014, No. 827);

- o) Act on Rendering Electronic Services – the Act on Rendering Electronic Services dated 18 July 2002 (Journal of Laws No. 144, Item 1204, as amended);
- p) Order – declaration of the Customer's will leading directly to the conclusion of a Sales Agreement, specifying in particular the kind and amount of Goods.

III. General provisions

1. These Terms and Conditions specify the general conditions and ways of provision of services electronically and selling via the Online Shop www.artandcat.com . The Shop is operated by ART AND CAT SP. Z O.O, hereinafter referred to as the Seller.
2. These Terms and Conditions are always available at the website www.artandcat.com, which allows to download, display and record their contents by printing or saving them to a data carrier at any time.
3. The Online Shop can only be used by those who have read and fully accepted this terms and condition for the online shop ART AND CAT. Reading and accepting terms and condition for the online shop ART AND CAT is considered as providing an information by Contractor to the Customer, which is mentioned in article 12 of Consumer Protection Act form 30th of May 2014 (Dz. U. from 2014 pos. 827), information required is included below.
4. The Online Shop may be accessed if the IT equipment used by the Customer meets the following minimum technical requirements: a computer or a mobile device with access to the Internet, access to electronic mail, a browser Internet Explorer – version 11 or newer, Firefox – version 28.0 or newer, Chrome – version 32 or newer, Opera – version 12.17 or newer, Safari – version 1.1. or newer, enabling cookies and JavaScript in the web browser.
5. The Services are made available by the Seller in the Online Shop free of charge and are rendered by the Seller 24 hours a day, 7 days a week.
6. The Agreement for the provision of service which involves maintenance of an Account in the Online Shop shall be concluded for an indefinite period and shall be terminated when the Customer submits a request to remove the account or uses the button “Delete Account”. The Agreement for the provision of the Newsletter service shall be concluded an indefinite period and shall be terminated when the Customer submits a request to

remove his electronic mail address from the Newsletter subscription list or when he unsubscribes by the link included in the message sent as part of the Newsletter service.

7. If the Customer breaches these Terms and Conditions, the Seller – after a prior ineffective cease and desist letter setting an appropriate deadline – may terminate the agreement for the provision of Services upon a 14 days' notice.
8. The offer contains a full and accurate description of the products, digital content and/or services offered. The description is suitably detailed to enable the Consumer to assess the products, or services and/or digital content adequately. The Products are presented in accordance with legal regulations and are as accurate as possible.

IV. Sales Agreement

1. Information about the Goods as provided on the Shop websites, in particular their descriptions, technical and functional parameters as well as prices constitute an invitation to conclusion of an Agreement within the meaning of Article 71 of the Civil Code.
2. All the Goods available in the Online Shop are brand new, free of physical and legal defects. ART AND CAT SP. Z O.O. (ART AND CAT limited liability company) is both the seller and the producer.
3. Orders can be placed by Internet users, who have correctly filled in registration form which could be found in the Online Shop website. Orders can be placed also without registration form.
4. Registration form requires the following data: name, surname, shipping address, e-mail address, contact phone number. Improper filling of the Registration Form or providing incorrect data may cause the Contractor to withdraw from completing an Order. A lack of due diligence while filling in the form may cause the Client being obligated to cover additional expenses such as: compensation, costs of improper postage, costs of resending the order to the right address, or any other rightful costs incurred by the Online Shop to complete the Order.
5. To place an Order, an active electronic mail account is required. If the Order is placed via the Order form available on the Online Shop website, the Customer places the Order with the Seller electronically, which constitutes an offer to conclude an Agreement for

the Sales of the Goods being the subject of the Order. The offer made electronically shall be binding for the Customer if the Seller sends – to the electronic mail address provided by the Customer – a confirmation of acceptance of the Order for processing, in the form of the Seller's declaration of acceptance of the Customer's offer; upon its receipt by the Customer the Sales Agreement shall be concluded.

6. The sales Agreement shall be concluded in Polish, English as selected by the Customer, and its provisions shall correspond to the Terms and Conditions.
7. Order can be placed 24 hours a day, 7 days a week. Orders will be completed at maximum within 7 business days after the charge will be posted to Online Shop account as successful. However, ART AND CAT team will do everything possible to shorten shipping time to a minimum.
8. Online Shop will begin order completion after the Order is successfully placed and payment due for the Order and shipment is made.

V. Terms and conditions for the sale of Electronic Books and other digital content

1. Before buying product at the store, the customer should check whether the electronic devices on which he wants to open the file support the format in which it is saved. The seller does not guarantee that the product purchased will open on any electronic device that has this function .
2. The customer can order products twenty-four hours a day via the website www.artandcat.com .
3. Orders can be placed by Internet users, who have correctly filled in registration form which could be found in the Online Shop website. Orders can be placed also without registration form.
4. To place an order, the customer must:
 - choose a product using the "ADD TO THE CART" option,
 - choose the payment method for the order and make a payment.(see chapter VI).
5. The order will be processed when Seller receives confirmation of payment. After receiving information about the payment made, Seller will send a message to the e-mail address provided by the Customer at the time of registration, with information confirming receipt of payment for ordered products and information on how to download products.

6. If it is not possible to complete the order, the seller will inform the Customer about the situation by sending a message to the e-mail address provided by the Customer at the time of registration. If the Customer pays for an order that can not be completed within 72 hours, the seller will refund the funds deposited to the bank account from which the payment took place.
7. Due to the nature of the products sold (benefits that due to their nature can not be returned), the customer is not able to withdraw from the contract or cancel the order after payment for the product (see chapter IX)
8. The purchased and paid products will be available to the customer after logging in to www.artandcat.com and going to the "Moje Pliki" subpage.
9. In order to download the purchased product, click on the button with the EPUB,, PDF,VOD markings next to the product.
10. Storing products purchased by the customer on the "My Files" page is a free additional service.
11. All products offered by Seller are protected by the Act of 4 February 1994 on copyright and related rights and may be used only on the terms set out in these regulations.
12. A copy of the product purchased from www.artandcat.com is intended only for personal use within the limits of the license granted. All rights are reserved unless the copyright owner grants a clear license. Except for situations permitted by law or obtaining permission from the copyright holder, any reproduction, editing, displaying, renting, public screenings or other dissemination of the contents of this copy or parts thereof or parts is strictly prohibited.
13. The customer is obliged to ensure that no unauthorized persons use the products purchased at www.artandcat.com in a manner inconsistent with the law or regulations.

VI. Delivery of the goods

1. Delivery of the Goods is limited to the European Union countries and it is performed to the address indicated by the Customer when placing the Order.
2. Delivery of the Goods is carried out by a post operator or parcel delivery company.
3. On the Shop websites, in the description of the Goods, the Seller informs the Customer about the number of Business Days needed to process the Order and to deliver it, as well as about the delivery charges.

4. The deadline for delivery and processing of the Order shall be calculated per Business Days.
5. If the ordered Goods have different delivery deadlines, the longest deadline shall apply to the whole Order.

VII. Prices and methods of payment

1. The prices are provided in PLN, EUR,USD, GBP as selected by the Customer and include all elements, in particular VAT(Value added Taxes) and other charges.
2. The Customer may choose the following payment methods:
 - a) bank transfer to the Seller's bank account (in this case the Order's processing shall commence after the Seller sends a confirmation of acceptance of the Order to the Customer, and the Goods shall be dispatched immediately after the funds are credited on the Seller's bank account and after the Order is completed);
 - b) electronic payment [PayPal lub tpay.com](https://www.paypal.com) (in this case the Order's processing shall commence after the Seller sends a confirmation of acceptance of the Order to the Customer and after the Seller receives information from the system of the payment processing agent that the Customer has made the payment, and the Goods shall be dispatched immediately after the Order is completed).
3. When making a payment, the Customer will be informed immediately before making the payment about the amount in which the payment should be made, about the possible methods of its execution and about the data of the payment provider, if the given service is possible. Detailed terms and conditions for making payments through the operators performing electronic payments are available on the website of the given operator.
4. When making a payment via an electronic payment operator, the User should follow the instructions given by the operator of electronic payments in order to make a payment.

VIII. The right to withdraw from the Agreement

1. The Consumer can repudiate a purchase contract for a product without giving reasons for a cooling-off period of 14 clear days from the date of delivery. The Seller may ask

the Consumer about the reason for the withdrawal but cannot force him to state his reason(s).

2. The Consumer can terminate an agreement for services or an agreement for delivery of digital content that is not delivered on a physical carrier without giving reasons during at least 14 days. The Seller may ask the Consumer about the reason for the withdrawal but cannot force him to state his reason(s).
3. The Customer may compose the declaration by himself or use the form of declaration of withdrawal from Agreement (see Returns and Complaint).
4. The 14-days' deadline shall be calculated from the day when the Goods were delivered or – in the case of an Agreement for Services – from the day it was concluded.
5. Upon receipt of the Consumer's declaration of withdrawal from the Agreement, the Seller shall send a confirmation of receipt of the declaration of withdrawal from Agreement to the Consumer's electronic mail address.
6. In the case of withdrawal from a distance Agreement, such an Agreement shall be deemed not concluded. What the parties have rendered shall be returned in an unchanged condition, unless the change was necessary within the scope of the ordinary management, in particular to determine the nature, features and functioning of the item. The items should be returned immediately, not later than within 14 days.
7. The purchased Goods should be returned to the address of the Seller, attaching the proof of purchase.
8. The Seller shall immediately, but not later than within 14 days from receipt of the Consumer's declaration on withdrawal from the Agreement, return to the Consumer all the payments he has made, including the costs of delivery for the Goods. The Seller shall refund the payment with the same method of payment as was used by the Consumer, unless the Consumer agrees to another way of refund, whereas such a refund shall not generate any cost for the Consumer.
9. The Seller may withhold the refund of payment received from the Consumer until he receives the returned item or the Consumer provides a proof of its return dispatch, whichever comes first, unless the Seller offered to pick up the item from the Consumer by himself.
10. If the form of delivery of the Goods selected by the Consumer is other than the least expensive, regular form of delivery offered by the Seller, the Seller shall not be obliged to refund to the Consumer any additional costs he has incurred. The Customer shall only

incur the direct cost of return of the Goods, unless the Seller has agreed to incur that cost.

IX. Exclusion of the right of withdrawal

1. The right to withdraw from Agreement by the Consumer shall be excluded in the following cases:
 - a) for rendering services, if the Seller has performed the service in full with express consent on the part of the Consumer who had been informed – before the service was commenced – that upon completion of the service he shall lose the right to withdraw from agreement;
 - b) for an agreement the price or remuneration for which depends on fluctuations on the financial market that are beyond control of the Seller and that may occur before the lapse of the time allowed for withdrawal from the agreement;
 - c) for an agreement where the subject of the service are non-prefabricated Goods manufactured as per the specifications of the Consumer or serving to satisfy his unique needs;**
 - d) for an agreement where the subject of the service are Goods which deteriorate quickly or have a short shelf life;
 - e) for an agreement where the subject of the service are Goods delivered in a sealed packaging that cannot be returned if opened, due to health protection issues or for sanitary reasons, if the packaging is opened after delivery;
 - f) for an agreement where the subject of the service are Goods which after delivery, due to their nature, remain inseparably connected with other items;
 - g) for an agreement where the subject of the service are alcoholic beverages, the price of which was agreed on conclusion of the Sales Agreement, and which may be delivered only after 30 days, and the value of which depends on fluctuations on the market that are beyond control of the Seller;
 - h) for an agreement where the Consumer expressly requested the Seller to visit him in order to perform an urgent repair or maintenance; if the Seller additionally performs other services than those requested by the Consumer, or if he delivers other Goods than

the spare parts necessary for the repair or maintenance, the Consumer shall have the right to withdraw from agreement as regards the additional services or Goods;

- i) for an agreement where the subject of the service are audio or video recordings or computer software delivered in a sealed packaging, if the packaging is opened after delivery; the delivery of journals, periodicals or magazines, except for a subscription agreement;
- j) for an agreement concluded in a public auction;
- k) for an agreement for rendering services in the scope of accommodation, other than for residential purposes, transport of items, car rental, catering, services connected with leisure, entertainment, sports or cultural events, if the agreement indicates the day or period when the service is to be rendered;
- l) for an agreement for the delivery of digital content which is not recorded on a material carrier, if the performance of the service commences upon an express consent of the Consumer before the lapse of the time for withdrawal from agreement and after he has been informed by the Seller about losing the right to withdraw from the agreement.**

X. Complaints

1. The Seller shall have a sufficiently notified complaints procedure in place, and shall handle the complaint in accordance with this complaint procedure.
2. The Seller undertakes to deliver Goods free from defects.
3. The Seller shall be liable towards the Customer who is a Consumer, under warranty for defects in accordance with the provisions laid down in Article 556 – 576 of the Civil Code.
4. Complaints arising out of a breach of the Customer's rights guaranteed by law or under these Terms and Conditions should be sent to the following address " Jarocin (63-200), Św. Duchy 31/3, to the electronic mail address: aneta@artandcat.com .
5. In order for the complaint to be processed, the Customer should send or deliver the Goods in question, attaching the proof of purchase,. The Goods should be delivered or sent to the abovementioned address.

6. The Customer may complain to the Seller about functioning of the Shop and using the Services to the electronic mail address: aneta@artandcat.com .
7. The Seller undertakes to process each complaint within 14 days. If there are any deficiencies in the complaint, the Seller shall request the Customer to supplement it as necessary, immediately, but not later than within 7 days from the date when the Customer received the request.
8. The Customer who is a Consumer has, among others, the following possibilities to use the out-of-court ways of settling complaints and pursuing claims:
 - a) he has the right to refer to a permanent amicable consumer court operating by the Commercial Inspection with a request to settle a dispute arising out of the concluded Sales Agreement;
9. According to article 14, paragraph. 1-2 of Regulation of the European Parliament and of the Council (EU) No 524/2013 from 21 May 2013, we commit ourselves to placing information on the ODR platform. Online Dispute Resolution is intended to facilitate an independent, non-judicial settlement of disputes between consumers and traders through the Internet. These disputes relate to contractual obligations arising from online sales or service contracts concluded between consumers living in the Union and traders established in the Union.
10. The Consumer who would like to take advantage of the possibility of an amicable resolution to disputes concerning online purchases may submit a complaint, for example, via the EU's Internet ODR platform which is available at: <http://ec.europa.eu/consumers/odr/>.

XI. Force majeure

1. Neither Party can be held liable for the non-performance of any of its obligations, if such non-performance is due to an unforeseeable event beyond its control or a force majeure incident including but not limited to flood, fire, storm, raw materials shortage, transportation strike, partial or total strike, or lock-out. The Party affected by such events must inform the other party promptly, no later than five (5) business days after said event occurs.
2. The parties agree that they will work together to determine how best to fill the order while the force majeure incident persists.

XII. Protection of personal information

1. The Seller collects and processes the personal information of the Customers in accordance with applicable provisions of law and with the Privacy Policy.
2. The Customer's personal data may be processed in order to implement the Sales Agreement, the correct implementation of services provided electronically and to keep the Customer informed about the products and services provided by the Seller.
3. The Customer has the right to access, rectify, oppose and delete your personal data.
4. The Seller applies appropriate technical and organizational measures to ensure the protection of personal data being processed.
5. Additional explanations regarding the protection of personal data are contained in the "Privacy Policy".

XIII. Final Provisions

1. All and any rights of the Online Shop, including economic copyrights, intellectual property rights to its name, internet domain, the Online Shop website, and also to forms, logotypes are the property of the Seller and may be used solely in the manner indicated in and consistent with the Terms and Conditions.
2. These Terms and Conditions will be governed by the law of the Republic of Poland. The parties expressly exclude the application of the UN Convention on Contracts for the International Sale of Goods.
3. The choice of law made by the parties shall not have the result of depriving the consumer of the protection guaranteed to him by the mandatory rules of the law of the country in which he has his habitual residence in UE
4. Any disputes arising between the Seller and the Customer who is an Entrepreneur shall be settled by a competent court of jurisdiction proper for the seat of the Seller.
5. Each Customer shall be informed about any changes to these Terms and Conditions by information available at the homepage of the Online Shop presenting a list of amendments and their effective dates. The Customers who possess an Account shall be additionally informed about the changes and presented with their list by a message sent to their electronic mail address. The effective date for any amendment shall fall at least

14 days after its publication. If the Customer who has a Customer Account does not accept the amended Terms and Conditions, he shall be obliged to notify this fact to the Seller within 14 days from being informed about the amendment of the Terms and Conditions. Notification of non-acceptance of the new Terms and Conditions shall result in termination of the Agreement.