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§ 1 GENERAL PROVISIONS

1. This document is formed in accordance with Polish law. It constitutes a legally binding agreement between you and Yessport, available at <http://www.Yessport.eu>, <http://Yessport.co.uk> . To all matters not settled herein appropriate provisions of the Polish law shall respectively apply.

2. This document determines the following:

- a) scope of service,
- b) terms of service, including technical requirements crucial for the proper use of the ICT system provided by the Operator, and warning that the User is prohibited from posting any unlawful content,
- c) terms of conclusion and withdrawal from contract,
- d) terms of complaint.

3. The Operator of Yessport online retailer is the Yessport Łukasz Lepczyński, registered office in Żohatyn, Lipa 8, 37-751 Żohatyn, NIP: 7952238209, Regon: 180193864, e-mail: sklep@yessport.pl

4. The Operator of Yessport provides the service determined in this document according to the provisions stated herein.

§ 2 DEFENITIONS

1. Operator, Seller – Operator of Yessport, determined in §1, Section 3 of this Document
2. User, Buyer – every natural person who has got full capacity to perform acts in law, legal person or unincorporated body with legal capacity granted by a separate statute.
3. Entrepreneur – user operating a business acc. to Freedom of Economic Activity Act of 2 July 2004 (consolidated text Journal of Acts 2010, No. 220, item 1447 as amended).
4. Consumer – User who is a natural person performing an act in law not directly related to his business or professional activity.
5. Store – Yessport online store available at <http://Yessport.eu>, <http://Yessport.de> and <http://Yessport.co.uk/>.
6. Terms of Service – this Document.
7. Working days – weekdays from Monday to Friday, not including legal holidays.
8. User Account - place available upon signing up with the User's e-mail address and password, where the Store Users can place and track orders, change and correct his personal data, etc.
9. Cookies - small pieces of text data stored in order to keep the User's session (upon logging in) open so that there is no need to log in on every subpage. They are also used for the sake of visitor statistics, advertisement personalisation and creation of online surveys whose results are guaranteed to come each from a different Internet user.

Cookies do not collect the User's personal data, change the computer configuration, serve to install or deinstall any software, viruses or Trojans, interfere with the integrity of the User's system or personal data.

They are not processed by other Websites and can be deleted by the User at any time.

§ 3. SCOPE OF SERVICE

1. The Store Operator sells products with the use of Yessport Website and publishes an online Newsletter.
2. The Service is understood as enabling the User to use the Yessport Website in order to place an order and have it delivered.
3. The Newsletter is a periodically issued e-mail containing the most recent offer, promotions and discounts. The Newsletter service is provided free of charge and requires the User's permission to be sent commercial information.
4. The Electronic Services Agreement is concluded for an indefinite period of time.
5. Orders, as stated in §6, can be placed upon registration or without it. In the latter case User Account is not created.
6. Registered Users can place an Order upon logging in to the User Account with the e-mail and password.
7. Orders are fulfilled in EU only.

§4. TERMS OF SERVICE

1. In order to be able to use the service provided Yessport, the User should have:
 - a) Web browser: Internet Explorer v. 7.0 or newer; Mozilla FireFox, v. 3.0 or newer; Chrome (any version), or Opera v. 2 or newer,
 - b) Enabled Java Script,
 - c) Enabled Cookies,
 - d) Active e-mail address.
2. Using the service provided by Yessport and described in detail in this document is only possible upon acceptance of all the provisions stated herein.

§ 5. REGISTRATION, TERMS OF CONCLUSION AND WITHDRAWAL FROM CONTRACT

1. Registration is free of charge and voluntary. An individual User Account is created upon registration.
2. Shopping at Yessport is also possible without registration, although this means resignation from creating a User Account and such services as storage of delivery address or order tracking.
3. Registration requires the registration form to be filled in.
4. The following data is required from a Consumer User:
 - a) active e-mail address,
 - b) User Account password,
 - c) name and surname,
 - d) address (street no., suite, postal code, city, voivodship, country),
 - e) telephone number.
5. In cases of frequent inability of the Consumer User to collect the delivery at the given address, it is also possible to provide an extra address where the User is available more often (e.g. workplace address, together with hours when available).
6. The following data is required from an Entrepreneur User:
 - a) active e-mail address,
 - b) User Account password,
 - c) company name,
 - d) Tax Identification No. (NIP),
 - e) company address (street no., suite, postal code, city, voivodship, country),
 - f) name and surname of the contact person,
 - g) telephone number.
7. Following the registration, activation link is sent to the e-mail address provided. Opening the link authenticates the data provided in the registration form and thus finishes the User registration process.
8. The Store Operator can reject the registration form in cases listed in Section 13.
9. Conclusion of the Electronic Services Agreement is tantamount to stating the following:
 - a) I have read, understood and fully accepted the Terms of Service stated in this document,
 - b) I am using the service voluntarily,
 - c) I meet the User requirements stated in this document,
 - d) all data provided in the registration form is true, accurate and correct to the best of my knowledge and does not violate any rights of third parties,
 - e) agree to conclude a Electronic Services Agreement online,
 - f) I agree to have my personal data processed, collected, stored, made available and deleted by the Store Operator to the extent necessary to provide service as stated in this document, and in ways stated herein,
 - g) I agree to have my personal data processed, collected, stored, made available and deleted by

the Store Operator for marketing and statistical purposes,

h) I agree to have my personal data processed, collected, stored, made available and deleted by the Store Operator for market research and advertisement personalisation

purposes aimed at improving the overall quality of service provided by the Store Operator,

I) I agree to receive at the address provided in the registration form such information from the Store Operator as system information, Operator messages, and notices of any issues, modifications or service breaks at the Website

J) I agree to receive at the address provided in the registration form commercial information (advertisements) from the Operator.

10. The User can terminate the Electronic Services Agreement at any time.

11. The Store Operator can terminate the Electronic Services Agreement if the User has not been actively using the Store (i.e. has not placed any order or logged in to the User Account) for the period of 1 year since last such activity.

12. Termination of Electronic Services Agreement by either party or both is tantamount to withdrawing the access to the User Account from the User and, subsequently, deleting the Account.

13. The Store Operator can terminate the Electronic Services Agreement if:

a) aim of registration or use of the service is evidently contrary to the rules and aim of Store functioning,

b) User activity is inadequate to the current moral standards, encourages violence or malefaction of any kind or violates rights of third parties,

c) legal notice has been received, declaring the registration data or enterprise invalid,

d) notice has been provided by a reliable source of information, declaring the registration data or enterprise invalid, and the User had already been informed of the planned User Account suspension/registration form rejection,

e) the User sends unsolicited advertisements via e-mail,

f) the User has flagrantly violated the provisions stated in this document or has been violating them persistently,

g) the data provided by the User has raised doubts concerning its correctness or validity that have not been resolved by means of phone or e-mail contact.

14. Prior to termination of the Electronic Services Agreement and in cases of minor significance the Operator can suspend the User Account permanently or temporarily.

Account suspension does not allow the User to use the Store, including making purchase. User is informed of the reason for account suspension by e-mail or phone. Should the reason be removed, the decision to suspend the account is withheld.

15. The Store Operator declares termination of the Electronic Services Agreement by sending a due statement to the e-mail address available at the User Account. Termination of the agreement results in permanent deletion of the User Account.

Agreement termination statement on the part of the User can be sent to the contact e-mail address provided at the Website (Contact tab) or by deletion of the User's own account.

16. Re-registration following agreement termination on the part of the Operator requires prior consent of the Operator.

17. Termination of the agreement by either of the parties or both does not affect the purchase agreements already made unless the parties declare otherwise.

18. In cases listed in Subsections 11 and 13 agreement is terminated following 14 days' notice.

1. The Store Operator sells products presented at Yessport Store Website.
2. Parties involved in purchase agreements made via Yessport Store are Seller and Buyer.
3. Purchase agreements can be made either between the Seller and a registered User (who has a User Account) or a non-registered User. At each purchase a non-registered user is required to:
 - a) provide the registration data listed in § 5 Section 4 or 6 (excluding the password) and
 - b) read, understand and accept the provisions stated in this document.
4. Product information including prices, presented at the Store Website, shall not constitute an offer as provided for in Act of 23 April 1964, art. 66 § 1 of the Civil Code (Journal of Acts 1964, No. 16, item 93 as amended; hereinafter referred to as Civil Code).

All product information provided at the Website,

including the price, are only invitation for purchase as provided for in art. 71 of the Civil Code.

5. The Seller reserves the right to make changes to the material on the Website at any time and without notice. Price changes and product discontinuation will not affect the orders already accepted for realization.
6. Purchase contract is made when an order is placed by the User and accepted by the Seller, with reservations listed in Subsections 10-12. Details on purchase contract are listed in Subsections 8-12.
7. Orders via Store Website can be placed 24 hours a day, all year. Orders are fulfilled on working days, Monday to Friday, 10a.m. – 3p.m., excluding legal holidays.
8. Placing an order with the use of the Store Website constitutes a purchase offer as provided for in art., 66 § 1 of the Civil Code, binding for 5 working days (following which it expires) and comprises the following activity:
 - a) choosing products among those presented at the Store Website,
 - b) adding them to the basket,
 - c) choosing payment method and delivery,
 - d) logging in to the User Account if order is made by a registered User, unless already logged in,
 - e) providing the information listed in Section 3 if order is made by a non-registered User,
 - f) clicking the „Order” button.
9. The Seller replies to the order during 5 working days by sending an e-mail to the address provided by the User or calling the telephone number provided in order to:
 - a) accept the order (offer); in this case the purchase agreement is made at the same day,
 - b) reject the order (offer); in this case the purchase agreement is not made,
 - c) propose changes (formulate a counteroffer); in this case the new offer must be accepted by the User before the purchase agreement is made.
10. Counteroffer as stated in Subsection 9 item c may be necessary in such conditions as: lack of the ordered products in stock or at the supplier, price change, etc.
11. Counteroffer as stated in Subsection 9 item c is binding for the Seller for the period of 2 days; then it expires. If accepted by the User during the 2 days, it results in a purchase agreement made on conditions stated in the counteroffer.
12. All prices at Yessport are provided in Euro (EUR) and include VAT. They do not include delivery cost, which is dependent on the country of delivery, weight and dimensions of the package.
13. VAT invoices are issued upon request. The data required should be provided during registration or in the form filled in following the purchase.
14. Contact made by the Seller representative, mentioned to in Subsection 10, also enables the Buyer to correct any incorrect personal data provided earlier or resolve any order issues. Later changes in order may prove problematic as order is subsequently fulfilled and the products may already be on the way to the Buyer. Nevertheless, the Seller declares readiness to serve the Buyer as well as it is possible at any moment, including cases when the agreement has already been made, in order to make possible changes both

in the delivery address and the order itself (up to the time when the product has left the warehouse).

15. The Seller can at any time verify the data provided by the User. Should the data provided raise any considerations on the part of the Seller that have failed to be resolved immediately via e-mail or telephone contact, the Seller reserves the right to terminate the purchase agreement during the period of 10 working days since it was made.

16. The Buyer is informed of every change in the order status via e-mail (address provided in the registration form or during the order).

17. The Seller cooperates with the following delivery companies: DHL, Swistak.pl sp. z o.o., InPost, Poczta Polska. This does not limit the delivery options for the Buyer, as long as the Buyer also declares readiness to cover the delivery expenses.

18. Orders are delivered during the period of up to 30 working days following the purchase agreement. Prepaid orders (by bank transfer, credit card or e-transfer: PolPay) are fulfilled during the period of up to 3 days following the reception of the transfer.

19. Should some or all of the ordered products be out of stock following the purchase agreement, the Buyer is immediately informed about this by the Seller representative so that the issue can be resolved and the order modified (fulfilled in part, postponed until products are back in stock, or cancelled).

§ 7. WITHDRAWAL FROM CONTRACT

1. As provided for in Act of 2 March 2000 on the protection of certain consumer rights and on the liability for damage caused by a dangerous product (Journal of Acts No 22, item 271 as amended), the consumer who concluded the contract away from the entrepreneur's

business promises may withdraw from it without giving reasons by way of an appropriate written statement,

within the period of ten days from the conclusion of the contract. The ten days period when a consumer may withdraw from the contract shall commence as of the date on which product is delivered. A written statement is required on the part of the consumer during this period.

2. The right of withdrawal from the distance contract shall not be vested in the consumer in the following cases:

- a) provision of services if performance started with the consumer's consent before the end of the period referred to in Article 7 section 1, Act of 2 March 2000 on the protection of certain consumer rights and on the liability for damage caused by a dangerous product (Journal of Acts No 22, item 271 as amended),

- b) contracts concerning audio and video recordings as well as recorded on computer software carriers, once the original packing is removed by the consumer

- c) contracts concerning performance which price or remuneration depends solely on price fluctuations on the financial market,

- d) performance with characteristics specified by the consumer in his order or directly connected with his person.

3. In the case of withdrawal, the contract shall be considered null and void and the consumer shall be free from any obligations. What consumer has collected shall be returned to the Store address unchanged, unless the change have been necessary within the limits of usual management,

during the period of 14 (fourteen) days. Please note that the order should be returned in the original quality and quantity, including all the accessories, manuals, terms of use, documents (except the receipt) as well as original packaging, even if it was removed as part of usual management.

4. The Seller does not accept orders sent back COD.

§ 8. RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The Store Operator takes all reasonable steps to ensure that the information on the Yessport Website is correct and all the service provided there can be offered seamlessly.
2. The Store Operator reserves the right to interfere with the technical structure of the User Account in order to diagnose any issues concerning the functioning of the Store.
3. The Store Operator reserves the right to temporarily (for the period not exceeding 48h) disable certain Store functionalities for the sake of upgrading its content or servicing the site. In such cases registered Users are informed about it in advance.
5. Should any data provided during registration change, the User is obliged to update it immediately.
6. The User is obliged to collect the ordered delivery.
7. The User is obliged to keep both the login and password to the User Account confidential so that they can not be accessed by Yessport persons.

It is forbidden to post any unlawful content with the use of the Store Website.

§ 9. LIABILITY

1. The Store Operator shall not be liable for any damage resulting from the service provided that do not result from his fault.
2. The Seller shall not be liable for any mistakes made by the Buyer in the order form or during registration that result in non-delivery of the order.
3. The Store Operator shall not be liable for the results of the Operator Account password becoming available to unauthorised persons.

§ 10. PRICES

For customers from European Union (EU) all prices include the Value Added Tax (VAT) . IF You are customer from outside European Union (EU) for example : USA, Australia , China etc , You maybe required to pay applicable sales tax, duty and Customs charges. Your local government determines duty and Customs charges,

which varies by country. Duties, taxes and/or Customs fees will be an additional amount that will be collected upon delivery of your order. Unfortunately, we are unable to provide you with the exact amount you will be charged. Your order confirmation details only the charges we are collecting. Contact your

local government for specific details

§ 11. PAYMENTS

1. The Buyer chooses a payment method:

- a) pre-payment to the Seller's account,
- b) credit card payment (PolPay – eCard)
- c) PayPal payment.

2. The account number for pre-payments will be sent to the e-mail address provided by the Buyer (in the order).

3. The PolPay credit card authentication system offers collection of payments from all over the world. It is the only system of this kind in Poland that authenticates purchases made by Visa, MasterCard and Maestro cards. The payment procedure is as follows: the buyer/payer chooses the product or service at the store site

and chooses online transfer as the payment method. He is then redirected to the Polpay.biz.pl website containing a special form secured by SSL 128 certificate where the buyer provides his credit card number. The whole authentication process is a matter of seconds, and is followed by appropriate communicates, one displayed for the payer and one sent to the Seller's system.

§ 12. PERSONAL DATA PROTECTION

1. The Store Operator only collects the data that is necessary for offering best quality service.

2. The User agrees to have his personal data made available to third parties to the extent necessary to provide service as stated in this document, and in ways stated herein. This consent is required to enable order delivery: personal data is transferred to the company arranging courier deliveries, to postal operators and courier companies.

3. The User declares all data provided in the registration form to be true, accurate and correct to the best of his knowledge, and not violating any rights of third parties.

4. The user database is protected by law. User data is protected from unauthorised access with particular care.

5. The personal data administrator is the Store Operator of Yessport, who processes Users' personal data as provided for in the Personal Data Protection Act of 29 August 1997 (consolidated text Journal of Acts 2002, No. 11, item 926 as amended) and Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Acts No. 144, item 1204 as amended).

6. The Store Operator can process the following data determining the way the User has been using the service (i.e. exploitation data):

a) marks identifying the User,

b) marks identifying end of the telecommunication network or ICT system used by the User,

c) data determining the beginning, ending and scope of each use of the service,

d) data determining the service used by the user.

7. The Store Operator shall not be liable for inauthenticity of any data provided by the Users or User data made available to other Users. The Store Operator is not able to authenticate such data.

8. The Store Operator shall not make any User data available to third parties, excluding cases required for normal functioning of the store, accepted by the User and unless he is ordered by a court of competent jurisdiction to do so. The Operator shall take all reasonable steps to make sure that User data is treated securely and in agreement with this document as well as the appropriate legislation.

9. The Store Operator guarantees that the User shall be able to exercise all rights stated in Act of Personal Data Protection, including access to his personal data and ability to modify the

data, update it or demand its deletion.

10. In order to demand modification, update or deletion of his personal data, the User is asked to provide his name and surname/company name to the Store Operator via e-mail.
11. Deletion of the User's personal data from the Store system is tantamount to deregistration of the User and termination of the contract.
12. Upon deletion of a User Account the Store Operator shall permanently remove all User data and therefore any processing of the User data shall be ceased. The Administrator reserves the right to store such data as time when the User accessed the Site and his IP address in case they were demanded by the Police or prosecutor, and the data required for settlement of service up to the time when the service is provided.

§ 13. COMPLAINTS

1. Complaint should (although failing to comply does not make the complaint invalid) be made via a complaint form including:

- a) name and surname,
- b) order no.,
- c) description of nonconformity of goods with the contract,
- d) purchase date,
- e) date and conditions in which the nonconformity was determined,
- f) number of the questioned goods,
- g) product names.

2. Complying to subsection 2 enables the complaint to be dealt with faster and more effectively.

3. Complaints are dealt with during the period of 14 days following the delivery.

If the goods are incompatible with the contract, the Buyer-Consumer is granted the rights stated in Act of 27 July 2002 on specific terms and conditions of consumer sale and amendments to the Civil Code (Journal of Acts 2002 No. 141, item 1176 as amended).

§ 14. FINAL PROVISIONS

1. To all matters not settled herein appropriate provisions of the Polish law shall respectively apply.
2. Should any issues arise concerning the contract signed on the basis of this document, the Parties declare willingness to settle it amicably.
3. Should the Parties be unable to settle the issue as stated in subsection 2, the place of jurisdiction shall be the court having jurisdiction over the Operator company's seat, unless one of the parties is the Consumer.
4. The Store Operator reserves the right to modify the Terms of Service document. Registered Users shall be informed of any such change 14 days prior to its application. Changes are applied following the notice of termination.
5. Should any provisions of this Document prove contrary to the provisions of consumer care acts, such provisions in this Document become invalid and appropriate provisions listed in the acts ought to be applied instead.
6. These Terms of Service do not, in any way, limit any Consumer rights guaranteed by law. In cases when the provisions stated in this document are unlawful, appropriate provisions of the Polish law shall respectively apply.