

## REGULATIONS OF THE INTERNET SHOP [www.numoco.sklep.pl](http://www.numoco.sklep.pl) and

[www.numoco.com](http://www.numoco.com) (effective as of 25.05.2018)

### § 1. General provisions

1. These regulations, hereinafter referred to as 'the Regulations' specify the conditions of using the internet shop at the address URL <http://www.numoco.sklep.pl>, hereinafter referred to as 'the Shop'.
2. The shop is conducted by Donaco Sp. z o.o. with the registered seat: 47-400 Racibórz, ul. Jagiellnia 4B, entered into the National Court Register of Entrepreneurs conducted by the District Court in Gliwice, 10th Commercial Division of the National Court Register under the number KRS 0000334643 with the Tax Identification Number (NIP) 5252459775, hereinafter referred to as 'the Controller'.
3. Address of the Shop and contact details: internet address - [www.numoco.sklep.pl](http://www.numoco.sklep.pl) e-mail - [sklep@numoco.com](mailto:sklep@numoco.com), phone 600128849, correspondence address – ul. Piwna 14, 47-400 Racibórz,
4. Each person, prior to starting to use the Shop, should read its Regulations.
5. Purchasing in the Shop requires the Customer to have an active and operating e-mail account.

### § 2. Types and scope of activity of the Shop

1. Distance sales via Internet of the assortment within the scope of women's clothing is conducted through the Shop.
2. The offered items are new.

### § 3. Privacy policy

1. The customer by filling in the form of purchase and checking the box by appropriate declaration expresses his/her consent for his/her personal data be collected and processed in accordance with the Act on the personal data protection of 29.08.1997 (the Polish journal of laws Dz. U. of 2002 No. 101, item 926, as amended) by the Controller for the purpose necessary to perform the provisions of these Regulations and the services provided based to it.
2. The Controller of Personal data is Donaco Sp. z o.o. with its registered seat: 47-400 Racibórz, ul. Jagiellnia 4B, entered into the National Court Register of Entrepreneurs conducted by the District Court in Gliwice, 10th Commercial Division of the National Court Register under the number KRS 0000334643 with the Tax Identification Number (NIP) 5252459775, hereinafter referred to as 'the Controller'.
3. The Data Controller entrusted processing of personal data to Katarzyna Michael, contact details: tel: 600 128 849.
4. Only personal data provided by the Customer voluntarily is collected. The data is processed for the purpose necessary to perform the provisions of these Regulations, in particular for the purpose of:
  - a) concluding the contract of sales of the ordered goods,
  - b) delivering the Customer the goods ordered by the Customer.
  - c) issuing the document confirming making transaction of sales of goods,
  - d) entering the transaction into books in the information technology accounting system of the Shop through the period required by the regulations of law and storing the personal data in the information technology accounting system for the purpose of keeping the history of commercial transactions made by the Shop,
  - e) storing the personal data of the Customer in the data base of the Customers.
5. With additional consent expressed by the Customer, the stored personal data may be also used for the promotion and marketing purposes, including in particular in order to present the Customer the commercial offer of the shop and other marketing information related to the Shop.
6. In the event of subscribing a newsletter and expressing the consent to obtain thereof in the process of registration or placing an order (expressing the consent for obtaining commercial information by electronic means), it is necessary only to provide for that purpose with the e-mail address at which the commercial information is to be sent by the Controller. The Customer may resign from being sent such

information in any time, logging into his/her account in the Shop and clicking at the link cancelling subscription, placed in the footer of each newsletter.

7. The data provided in the course of placing an order is also processed by the following entities within the specified scope: first name and last name, address, phone, e-mail indicated as the address of delivery passed to the transport companies in the form of a label/bill of lading being at the same time the order of delivery of the shipment. Depending on the selected type of shipment, these are delivered by:

a) the courier company FEDEX, GLS, DPD, DHL

8. The Customer at any time has the right to access the content of his/her personal data and the right to rectify it and request to erase it;

9. The Controller informs that the Customer does not have any obligation to provide his/her personal data, however refusal to provide with it will prevent from proper provision of the services specified in the Regulations towards the Customer, as well as the benefits arising from the contract concluded between the Shop and the Customer.

10. The stored data is subject to due protection, in accordance with the applicable regulations. The Controller puts all efforts to ensure safety of the stored data to the proper degree.

11. In the shop the cookie files are used. When the Customer visits the service of the Shop, the system of the Shop sends to the Customer's computer at least one Cookie file in order to identify the browser unequivocally. The server of the shop automatically registers the information sent by the Customer's browser when the web sites are displayed. Server logs may contain information such as network request, IP address, type and language of the browser, date and time of sending the request. The information allows to increase the quality of our services thanks to identifying and storing the Customers' preferences and monitoring the trends, such as for example the ways our web site is searched through. The Customer may forbid receiving the Cookie files, thanks to which he/she remains anonymous, however not allowing to register the cookie files, the Shop will not be able to identify the Customer or his/her preferences. Detailed information on the Cookies are included in the Cookies Policy available in the Cookies tab.

12. The Shop informs the Customers that the services offered by the Shop are provided through the public network internet. In relation to the above, the Shop draws the Customers' attention to the fact that using the Shop's services may be related to the risk connected with the interference of third parties in the transmission of data sent via the internet network between the Shop and the Customer.

13. Information on the rules and ways of recording, protecting and making available the contents of the concluded contract by the Shop to the other party:

a) Recording, protecting and making available the contents of the concluded contract takes place by sending an appropriate e-mail upon concluding the Sales Contract.

b) Recording, protecting and making available the contents of the concluded Sales Contract takes place by sending the Customer to the specified e-mail address the contents of the concluded contract or by transferring to the Customer the specification of the Order and the proof of purchase.

c) The contents of the concluded contract are additionally recorded and protected in the ICT system of the Service provider and made available at each request of the Customer.

#### **§ 4. Cookie files**

1. When the web site is visited by the Shop User, the Shop's system sends to the User's computer at least one Cookie file in order to identify the browser unequivocally.

2. The server of the Shop automatically registers the information sent by the User's browser when the web sites are displayed. Server logs may contain information such as network request, IP address, type and language of the browser, date and time of sending the request. The information allows to increase the quality of our services thanks to identifying and storing the Users' preferences and monitoring the trends, such as for example the ways our web site is searched through.

3. The User may forbid receiving the cookie files, thanks to which he/she remains anonymous, however not allowing to register the cookie files, the Shop will not be able to identify the User or his/her preferences.

4. In order to set up the options of your device within the scope of expressing the consent for saving the cookie files and specifying the scope of saved cookies, the User may make changes of the setting of the internet browser used.

5. The shop informs that failure to change the settings within the cookies by the User means that they will be placed in the end device of the User. In such event, the Shop may store the information in the end device of the User and obtain access to this information.

6. Information on the management of the Cookie files in particular browsers may be found on the pages dedicated to particular browsers:

a) Firefox: <http://support.mozilla.org/pl/kb/ciasteczka>

b) Internet Explorer: <http://support.microsoft.com/kb/196955/pl>

c) Chrome: <http://support.google.com/chrome/bin/answer.py?hl=pl&answer=95647>

d) Opera: <http://help.opera.com/Linux/12.10/pl/cookies.html>

e) Safari: [http://support.apple.com/kb/HT1677?viewlocale=pl\\_PL&locale=pl\\_PL](http://support.apple.com/kb/HT1677?viewlocale=pl_PL&locale=pl_PL)

7. Within the scope of the Shop, the following types of the cookie files are used:

a) the cookie files retaining the session identification number (necessary to store the information on logging in, filling in the form);

b) Count – the cookie files responsible for registration of the number of visits at the web site;

c) Cookie Google Analytics;

d) Cookie regarding the settings of the browser window;

e) Cookie used for the change of the appearance of the web site to the high contrast.

## **§ 5. The General Inspector for the Protection of Personal Data**

1. Database of the Shop has been reported to the General Inspector for the Protection of Personal Data.

## **§ 6. Technical requirements**

1. For the purpose of proper and undisturbed use of the Shop, the station/end device of the Customer should meet the below minimum technical requirements:

a) Active internet connection,

b) Processor 800 MHz or of higher parameters, RAM memory of at least 256 mb,

c) Operation system at least win 98

d) Turned on acceptance of the cookie files and Java Scripts

2. The Shop is not obliged to deliver the above devices and/or software.

3. Installation of software referred to in section 1 and 2 is subject of the separate license agreement between the Customer and the licensor.

4. The web site of the shop is adjusted to the screen resolution of 800x1200

## **§ 7. Rules of making a purchase**

1. Information provided on the web sites of the Shop, including the information on the presented products, in particular descriptions, technical and use parameters and prices thereof, constitute an invitation to conclude the contract within the meaning of Article 71 of the Civil Code.

2. The Shop, prior to confirmation of the purchase, provides the Customer with the following information:

a. detailed description of the particular product and its characteristics;

b. total price of the ordered products with taxes, as well as the fee for transport, delivery or postal services and the summary total amount of the order with the selected delivery option

c. regarding the method and date of payment

d. regarding the method and date of performing obligations by the entrepreneur.

3. Making a purchase of the Product does not require registration in the Shop.

4. Placing an order takes place by way of a form available upon pressing the button –

'place an order' below/next to the description of the specific product or in the summary of the shopping list/basket, where the Customer provides with the following data:

- a) First name and last name or name of the company
- b) E-mail address
- c) Phone number
- d) Polish Residents Identification Number (PESEL) or Tax Identification Number (NIP)
- e) Address details for shipment

5. The customer places an order upon reading the information specified in the contents of the Regulations of the shop and the information specified in section 2 to be displayed in the electronic form in the last stage of filling in the electronic form preceding expressing the will of concluding the contract by clicking 'Place an order'. Upon reading the collected information specified for the particular Customer's order, the Customer expresses his/her consent for concluding the contract by clicking 'Place an order'.

6. All the prices provided on the Shop's web sites are in PLN and include the VAT tax. The price displayed in the summary of the basket prior to placing an order includes the shipment costs in accordance with the option selected by the Customer.

7. The Shop undertakes to deliver the items without any defects.

8. The order is deemed accepted for execution upon confirming by the Shop acceptance of the order placed by the Customer:

- a) confirmation of acceptance of the order is sent automatically upon placing an order by the Customer;
- b) the Shop may withhold accepting the order in the situation of having doubt as to the genuineness or accuracy of the data provided by the Customer in the registration form. In such event the Shop will contact the Customer without undue delay in order to explain the subject doubts.
- c) In the event when part of the products included in the order is not available, the Customer is informed about it immediately. The Customer decides whether the order is to be executed in part or cancelled totally.

9. The Customer and the Shop are bound by the price of the Product applicable at the moment of placing an order by the Customer.

10. The Shop accepts the following payment methods:

- a) COD at the receipt of the shipment delivered by the postal operator or by the courier company,
- b) regular transfer,
- c) system of electronic payments.

11. The deadline for making payments is 1 to 3 working days.

12. The contract is deemed concluded on confirmation of accepting the order in the event of selection of COD or at making payment by the Customer upon prior receipt of the confirmation of acceptance of the order for execution.

13. The ordered goods are shipped within 1-3 working days:

- a) from entering the due amount for the product in the books in the event of selection of payment in advance,
- b) from confirmation of accepting the order for execution in the event of selection of COD

14. Consignments are shipped through the courier company FEDEX, GLS. Costs of shipment have been specified in the Shipment tab. Cost of foreign shipment is determined individually with the Customer – depending on the target delivery place.

15. In the event of ordering a few items of goods, the goods are packed collectively in one package, as a rule, unless selecting the delivery method, the Customer will not appoint another packing method and will not check the options of separate delivery for each product.

16. The Customer will be informed on the shipment of the goods via e-mail. At the selection of the courier shipment, the Customer will receive the number of the shipment via e-mail. The shipment may be located at the addresses of the courier companies.

17. If the goods are to be sent by the Shop to the Customer being a consumer, the risk of accidental loss or damage of the item (good) is passed to the Customer upon issuing to the Customer. Issuing the item (good) is defined as entrusting it by the Shop to the carrier, unless the Shop had influenced the selection of the carrier by the purchaser.

18. Together with the product, the Shop sends the information form (instruction on the withdrawal from the contract) and the form of withdrawal from the contract – the forms are appendices no. 1 and 2 to these Regulations.

19. Together with the Product, the receipt confirming making the purchase is sent. Upon request of the Customer, a VAT invoice is issued. The Customer is obliged to provide with full data necessary to issue the VAT invoice properly:

- a) First name and last name/company name,
- b) Residence address/registered seat,
- c) NIP number (in case of companies), PESEL number (individuals),
- d) Order number,
- e) Correspondence address.

Each Customer registering and/or placing an order expresses his/her consent to receive to the provided e-mail address the information related to the course of transaction, notices on changes in these Regulations.

20. Other information regarding the operation of the Service, as well as containing commercial information on the new products or services of the Service, on the Service's promotions and the information promoting the products of the Controller's partners will be sent only to those Customers who have expressed the consent thereto.

21. Photographs of the products are the illustrative photographs. Colors of the products may slightly differ from the presented on the photograph due to differences in characteristics of the image displayed on various devices.

### **Replacement**

If you want to replace the good for another one, please contact us by e-mail, as we need to verify if the particular product is available. Please attach the receipt and the form of replacement of the good to the item sent back.

22. In the event of withdrawal from the contract, the Consumer is obliged to return the good to the Shop without undue delay, no later however than within 14 days from the day when the Consumer informed the Shop on withdrawal from the contract. It is sufficient that the Consumer send back the good prior to expiry of the 14-day time limit to the address: **Katarzyna Michael, Piwna 14, 47-400 Racibórz with the note 'Return'**, in order to meet the deadline.

23. The consumer is obliged to incur the direct costs of return of the good.

24. If the Consumer selected the method of delivery of the good other than the cheapest, regular one offered by the Shop, the Shop is not obliged to refund the Consumer the additional costs incurred by him/her.

25. In the event of withdrawal from the contract, the Shop will, without undue delay no later than within 14 days upon the day of receipt of the good and the declaration of the Consumer on the withdrawal from the contract, refund the Consumer all received payments, including the costs of delivery of the good, with the exception of additional costs arising from the method of payment selected by the Consumer, other than the cheapest, regular one offered by the Shop.
26. Return of payment will be made by the Shop into the bank account of the Consumer. The Consumer does not bear any fees related to the return.
27. The Shop may abstain from the refund of payments made by the Consumer to the moment of receipt of the good back or delivery by the Consumer the proof of sending the good, depending on which of those is earlier.
28. Accepting the return of the good of full value is possible provided that the returned good: is not damaged, does not bear the trace of use, is not stained.

#### **§ 8. Procedure of considering the complaints**

1. The Shop is liable towards the Customers for defects of good under conditions specified in the regulations of the act of 23 April 1964 the Civil code (the consolidated text the Polish journal of laws Dz. U. of 2014, item 121 as amended), in particular in Art. 556 et. seq. of the Civil Code.
2. The complaint may be filed by the Customer by e-mail to the address [sklep@numoco.com](mailto:sklep@numoco.com) or by registered mail sent to the address: Katarzyna Michael, Piwna 14, 47-400 Racibórz
3. It is recommended that the complaint include in particular: first name and last name, correspondence address, e-mail address for sending the reply to the complaint if the Customer wishes to receive the reply to the complaint via e-mail, date of purchase of good, type of the good being subject of the complaint, precise description of defect and date of finding thereof, the Customer's request and the method of informing about the result of considering the complaint preferred by the Customer. Together with submitting the complaint, there should be provided with the Shop the proof of purchase of good in the form of the original receipt. The above content regarding submitting the complaint is only an example which does not need to be used by the Customer and does not affect the effectiveness of the complaints submitted excluding the recommended complaint description.
4. The complaints submitted by the User will be considered within 14 days from the date of submitting thereof. Lack of declaration within this time limit is considered to be the admission of claims submitted by the Customer.

#### **§ 9. Extrajudicial methods of considering complaints and pursuing claims**

1. Detailed information on the extrajudicial methods of considering complaints and pursuing claims, as well as the rules of access to these procedures are available in the registered seats and on the web sites of the poviats (municipal) consumers' advocates, social organizations which statutory activities contain the consumers' protection, voivode inspectorates of the Commercial Inspection and at the following addressed of the Office for Competition and Consumer Protection:  
[www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php),  
[https://uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php),  
[www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php), [www.uokik.gov.pl/sprawy\\_indywidualne.php](http://www.uokik.gov.pl/sprawy_indywidualne.php).
2. The Customer having the status of the Consumer may obtain, free of charge, the assistance in the case regarding settling individual dispute between the Consumer and the Shop, with the free of charge legal assistance of the municipal or poviats consumers' advocate or the social organization which statutory activities contain the consumers' protection, i.e. the Consumers Federation – the web site address: [www.federacja-konsumentow.org.pl](http://www.federacja-konsumentow.org.pl)
3. The Customer being the Consumer has, among others, the following possibilities of taking advantage of extrajudicial dispute settlement between the Consumer and the Shop:

- a) submitting an application at the province inspector of the Commercial Inspection to start the proceedings on the extrajudicial settlement of the dispute between the Consumer and the Shop by way of enabling to bring the positions of the parties closer in order to settle the dispute by its parties or presenting the parties the suggestions of settling the dispute,
  - b) is entitled to submit an application at the standing arbitration court operating at the province inspector of the Commercial Inspection to settle the dispute arisen from the concluded sales contract
4. The list of the institutions dealing with the extrajudicial settling consumers' disputes together with the information on the type of cases the particular entities deal with is available at the web site of the Office for Competition and Consumer Protection at the address [www.uokik.gov.pl](http://www.uokik.gov.pl). By the President of the Office for Competition and Consumer Protection operates also a contact point for the extrajudicial settling consumers' disputes and the internet system of settling the consumers' disputes, which tasks contain, among others, providing the Consumers with assistance in the cases regarding the extrajudicial settling consumers' disputes, in particular in the cases of disputes arising from transborder contracts concluded with consumers.
5. Applying available extrajudicial methods of settlement of complaints and pursuing claims is possible upon termination of the complaints procedure and is of voluntary nature – both parties must express their consent to the proceedings.

## **§ 10. Final provisions**

- 1. The contracts concluded through the internet Shop are concluded in Polish.
- 2. Information and price lists placed on the web site of the internet Shop at the address [www.NUMOCO.COM](http://www.NUMOCO.COM) and [www.numoco.sklep.pl](http://www.numoco.sklep.pl), regarding the goods presented in the internet Shop, do not constitute the offer within the meaning of the regulations of the act of 23 April 1964 the Polish code (consolidated text the Polish journal of laws Dz. U. of 2014, item 121, as amended)
- 7. To the matters not governed in these Regulations, the Polish regulations are applied, in particular the act of 23 April 1964 the Polish code (consolidated text the Polish journal of laws Dz. U. of 2014, item 121, as amended) and in the event of the Customers being Consumers, also the regulations of the act of 30 April 2014 on the consumers' rights (the Polish journal of laws Dz. U. of 2014, item 827).

### **Information on the protection and processing of the personal data**

**in DONACO Sp. z o.o.**

#### **in consistence with the information obligation pursuant to Article 13 of GDPR**

- 1. The Controller, that is the entity deciding upon how the personal data is processed and used, is Donaco spółka z ograniczoną odpowiedzialnością (limited liability company) with its registered seat in Racibórz at ul. Jagielnia 4B – the producer of clothing, the wholesaler of clothing, the producer of wooden decorations, the retail store with clothing and the retail store with wooden decorations, operating the web sites: [www.numoco.com](http://www.numoco.com), [www.numoco.sklep.pl](http://www.numoco.sklep.pl), [www.donaco.pl](http://www.donaco.pl), [www.morimia.com](http://www.morimia.com)
- 2. The Company appointed the Personal Data Officer. The contact details of the Personal Data Officer in order to obtain more information on processing the personal data are:
  - e-mail address: [jaroslaw.jaworowski@numoco.com](mailto:jaroslaw.jaworowski@numoco.com)
  - mailing address: the Personal Data Officer Donaco sp. z o.o., ul. Piwna 14, 47-400 Racibórz.

3. Personal Data was obtained in the course of establishing an account on our web sites, as well as provided within the course of placing orders in relation to ensuring consistency of execution of transactions.
4. Processing personal data in Donaco sp. z o.o. is necessary to:
  - execute commercial orders transferred via e-mail;
  - establish and administer of the customers' accounts and provide service thereof;
  - provide dropshipping service;
  - service of complaints and returns;
  - service of notices directed to us;
  - contact for the purposes related to sales and provided services;
5. Processing personal data is necessary also to:
  - conduct marketing activities, mainly direct marketing;
  - provide courier and logistics services;
  - provide payments services;
  - provide IT support services;
  - debt collection;
  - conduct statistical analysis;
  - store data for data archiving;
6. Consent for processing personal data may be withdrawn in any time. Personal data will be processed until withdrawal of consent.
7. Providing the following personal data for the purpose of execution of contract and provision of services is required:
  - in the event of the retail customer (including dropshipping receiver) – e-mail address, password, first name, last name, address, phone number, bank account number;
  - in the event of the corporate customer – e-mail address, name of the company, address of the company, identification numbers of the company, first name and last name of the representative, address for shipment, phone number, bank account number;
8. If the above data is not made available, the execution of the contract and provision of services is not possible.
9. Donaco sp. z o.o. may require to provide other data if required by law. Except from the events, providing with personal data is voluntary.
10. Donaco sp. z o.o. guarantees providing all the rights arising from the general regulation on the data protection, i.e. the right of access, rectification and erasure data, limiting processing thereof, the right to transfer them, not being subject to automated decision making, including profiling, as well as the right to raising an objection against processing personal data. These rights may be used when:
  - the data is incorrect or incomplete;
  - the data is not necessary for the purposes for which they were collected by Donaco sp. z o.o.;
  - the consent for data processing is withdrawn;
  - an objection against processing data is raised;
  - the data is processed illegally;



- the data should be erased for the purpose of meeting the obligation arising from the regulation of law or the data was collected in relation to provision of services offered electronically to a child;
11. In any time, there is right to submit a complaint in relation to us processing the personal data to the supervisory organ, i.e. the General Inspector of Personal Data Protection (address: Generalny Inspektor Ochrony Danych Osobowych, ul. Stawki 2, 00-193 Warszawa).
  12. We provide the right to submit an objection against processing personal data when:
    - processing personal data takes place pursuant to the legitimate interest for the statistical purposes and the objection is reasoned by a specific situation;
    - personal data is processed for the needs of direct marketing, including profiling for that purpose;
  13. Personal data is made available to the entities we cooperate with at execution of the contracts of sales and provision of services – mainly to the companies providing transport services, payment services, accounting services and IT services. The list of the entities the personal data was made available to is at the Personal Data Officer.
  14. The personal data is stored within duration of the concluded contract (including from placing an order to the end of execution thereof – delivery of product), as well as upon termination thereof, for the purposes of:
    - pursuing claims in relation to performing the contract;
    - fulfilling the obligations arising from the legal regulations, including in particular the tax and accounting ones;
    - preventing abuses and frauds;
    - maximum for the period of 10 years from the date of termination of execution of the contract;
  15. Personal data is stored for the marketing purposes for the period of duration of the contract or until the moment of raising an objection against processing thereof, depending on which of those is earlier.
  16. For the purpose of accountability, i.e. proving that the regulations regarding the processing of personal data are observed, we will store the data through the time when Donaco sp. z o.o. is obliged to store the data or documents containing thereof for the purpose of documenting that the legal requirements are met and enabling to verify by the public authorities.
  17. Donaco sp. z o.o. thanks to conducted Policy of Information Safety and proper management of IT systems, ensures the highest standard of protection of the entrusted and processed personal data.

**Personal Data Controller**

**Donaco sp. z o.o.**

in the person of:

**Member of the Management Board – Katarzyna Michael**

**Personal Data Officer**

**Donaco sp. z o.o.**

in the person of:

**Jarosław Jaworowski**