

## **TERMS AND CONDITIONS OF THE WEBSITE MARDOM.COM/EN/**

### **§ 1**

#### **General provisions**

1. At [www.mardom.com/en/](http://www.mardom.com/en/) there is a website operated by Mardom limited liability company entered into the Register of Entrepreneurs of the National Court Register under the KRS number: 0000139654 by the District Court for Łódź Śródmieście in Łódź XX Division of the KRS, NIP 725-184-61-23, REGON 473081549, e-mail address: kontakt@mardomdecor.com, telephone number: +48728 369 525
2. The Website enables Users to familiarize themselves with the Mardom product offer through its functionalities.
3. Through the Website [www.mardom.com/en/](http://www.mardom.com/en/) the Service Provider provides only electronic services. The above-mentioned website is not used to sell the Service Provider's products.
4. The website is operated in accordance with these Terms and Conditions.
5. The Terms and Conditions specify:
  - a. the rules of using the Website, including the rights and obligations of the Customer and the Service Provider resulting from the use of the Website;
  - b. types and scope of Electronic Services referred to in the Terms and Conditions;
  - c. conditions for the provision of Electronic Services, including technical requirements necessary for cooperation with the ICT system used by the Service Provider and prohibition of providing unlawful content by the Service Recipients
6. The Terms and Conditions and its possible amendments are made available free of charge on the website [www.mardom.com/en/](http://www.mardom.com/en/) in a way that allows its acquisition, reproduction and recording by means of the ICT system.

### **§ 2**

#### **Information obligation**

1. The administrator of personal data of the Service Recipient/User is: Mardom limited liability company entered into the Register of Entrepreneurs of the National Court Register under KRS number: 0000139654 by the District Court for Łódź Śródmieście in Łódź XX Division of the KRS, NIP 725-184-61-23, REGON 473081549 (Service Provider).
2. Your personal data will be processed for one or more specific purposes, in accordance with Article 6 par. 1 point a) of the GDPR (The General Data Protection Regulation). In addition, your personal data will be processed in order to comply with the legal obligations incumbent on the controller (Article 6 par. 1 point c) of the GDPR). If you give your consent, your personal data will be used to send by e-mail or SMS the newsletter, information about new products offered by the Service Provider, etc.
3. Processing of personal data means an operation or a set of operations carried out on personal data or sets of personal data by automated or non-automated means, such as collection, recording, organisation, organisation, storage, adaptation or modification, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, in accordance with Article 4 par. 2 GDPR.
4. Personal data collected on the Website will be stored for as long as there is a legal basis for their processing, unless applicable law requires a longer storage period. If personal data is processed on the basis of consent, it will be processed until it is withdrawn.

5. You have the right to access the content of your data and the right to rectify, delete, limit processing, the right to transfer data, the right to object to the Service Provider, the right to withdraw consent at any time without affecting the lawfulness of processing, which was made on the basis of consent prior to its withdrawal.
6. You have the right to lodge a complaint with the supervisory authority of the President of the Office for Personal Data Protection when you consider that the processing of your personal data violates the provisions of the General Data Protection Regulation of 27 April 2016 (GDPR);
7. Providing personal data by you on the Website is voluntary, but at the same time necessary to achieve one or more purposes of personal data processing, which the Service Provider will not be able to achieve if you do not provide the necessary personal data. Similarly, providing your personal data in the Registration Forms and agreeing to the transfer of product information (sms, e-mail) is voluntary, but at the same time it is a condition for registering and acquiring Premium Account rights.

### § 3

#### Definitions and contact details

1. Definitions:

- a) **Website** – the website located at [www.mardom.com/en/](http://www.mardom.com/en/).
- b) **Service Provider** – Mardom limited liability company with its registered office in Łódź, ul. Ratajska 11a, 91-231 Łódź, entered into the Register of Entrepreneurs of the National Court Register under number KRS: 0000139654 by the District Court for Łódź Śródmieście in Łódź XX Division KRS, NIP 725-184-61-23, REGON 473081549; telephone number: +48728 369 525; email: kontakt@mardomdecor.com.
- c) **Recipient/User** – any entity that uses the functionality of the Website.
- d) **Premium User** – a user who registers and has an active Account on the Website. Registration of an Account consists in fulfilling the conditions of participation in exchange for obtaining the right to use special functionalities not available to other Users.
- e) **Registration Form** – Electronic Service, in the form of a form available on the Website, which enables the creation of an Account.
- f) **Account** – An electronic service, available for use only by the Premium User, consisting in providing IT functionalities of the Website, within which the Premium User provides personal information (including personal data and e-mail address) and agrees to receive product information by e-mail and text message from the Service Provider in exchange for which he/she receives the following privileges within the Account:
  - the ability to download product catalogs;
  - access to additional technical materials of the products, in particular technical specifications of the products.The scope of the privileges granted is decided by the Service Provider, and the User accepts this fact and acknowledges that he is not entitled to any claims related to the scope of the privileges.
- g) **Terms and Conditions** – these Terms and Conditions of the Website.

- h) **Electronic Service** – defined in the Terms and Conditions a service constituting the indicated functionality of the Website and constituting the provision of services by electronic means within the meaning of the Act of 18 July 2002 on the provision of services by electronic means. The Terms and Conditions define the types and scope of electronic Services provided within the Website.

#### **§ 4**

##### **Obligations of Users**

The User is obliged to use the Website in a manner consistent with the law and good manners, taking into account the respect of personal rights, copyrights and intellectual property of the Service Provider and third parties. The User is obliged to enter data in accordance with the facts. It is prohibited to provide illegal content by the User using the Electronic Services referred to in § 6 of the Terms and Conditions.

#### **§ 5**

##### **Premium User**

1. The condition for acquiring the status of a Premium User is to create an Account on the Website.
2. Creating an Account requires:
  - a. filling out the registration form,
  - b. read and accept the Terms and Conditions,
  - c. voluntary consent to receive product information from the Service Provider via two communication channels, by e-mail and by telephone - text message (sms) and consent to the processing of personal data for the above-mentioned marketing purposes in exchange for receiving the opportunity to use the dedicated privileges described in § 3 point f) of the Terms and Conditions.
3. By completing the Registration Form, the User is obliged to provide actual data, in particular: name, surname, phone number, access password, current e-mail address, under which it will be possible to confirm the creation of the Account;
4. To use the Account, the User is obliged to enter the link sent to the e-mail address provided. Further use of the Account is done by logging in using an identifier in the form of an e-mail address or password individually determined by the Premium User.
5. Upon obtaining the status of a Premium User, the User has the right to use the special privileges described in § 3 point f) of the Terms and Conditions.
6. It is prohibited to:
  - a. providing the privileges resulting from having an Account to third parties,
  - b. registering more than one Account on one e-mail address,
  - c. use of the Account in a way that violates the provisions of law and § 6 of the Terms and Conditions, in particular the use of technical materials of the Service Provider, available from the Account in violation of the provisions of copyright or industrial property law,
  - d. use of outdated or untrue data,
7. Violations referred to in para. 6 above or other provisions of the Terms and Conditions or generally applicable law entitles the Service Provider to block the Account with immediate effect.

8. The Service Provider may also block the Account with immediate effect if the Premium User withdraws any of the marketing consents described above or if he withdraws consent to the processing of his personal data for this purpose.
9. The Service Provider informs the User about blocking the Account to the e-mail address provided.
10. The Service Provider is not responsible for providing incorrect or outdated information on the Account by the Premium User.
11. The User may withdraw from the Account and request its deletion at any time. No fees are charged for cancelling or deleting an Account.
12. To cancel your Account you must:
  - a. terminate the Account on the Website by yourself,
  - b. report to the Service Provider by e-mail: [kontakt@mardomdecor.com](mailto:kontakt@mardomdecor.com).
13. All materials provided under the Account, in particular technical specifications and catalogs, are protected by copyright. Copyright protection also applies to the products to which the materials provided are related. Providing the above-mentioned materials under the Account does not transfer any copyrights to the User. It is prohibited to make changes to the materials and use the materials for commercial purposes.

## **§ 6**

### **Electronic Service**

1. The Service Provider provides Electronic Services through the Website. Electronic services are free of charge.
2. Electronic services referred to in para. 1 consist in making available to the User all functionalities of the Website, in particular the creation of an Account and the use of additional privileges described in § 3 point f) of the Terms and Conditions.
3. Through the Website, the Service Provider provides, in particular, the following electronic Services:
  - a. Registration form,
  - b. Account,
  - c. The ability to browse.
4. The agreement for electronic services is concluded by the User starting to use a given electronic service, i.e. by starting to use a given functionality of the Website or by agreeing to use this service. The termination of the provision of such a service takes place by ceasing the use by the User of the given functionality or in the event of withdrawal by the User of the consent. An exception is the agreement for the provision of an Electronic Service in the form of an Account, which is terminated after its deletion by the User. You may stop using the Electronic Services at any time.
5. The use of the Website requires the User to meet at least the following technical conditions:
  - a. having a computer, laptop or other multimedia device with access to the Internet;
  - b. access to e-mail;
  - c. Internet browser;
  - d. recommended minimum screen resolution: 1024x768;
  - e. enable in the web browser the ability to save cookies and support Javascript.
6. Please submit any objections to the Electronic Services using the contact details referred to in these Terms and Conditions.

7. Reservations referred to in para. 6 shall be processed within 14 days of their receipt. The Service Provider will inform the User about the outcome of the complaint analysis using the User's contact details provided by the User in the notification.
8. The Service Provider may terminate the agreement for the provision of Electronic Services in the event of:
  - a. providing unlawful content by the Customer,
  - b. in case of persistent violation of the Terms and Conditions.,
  - c. if you use the Website in a way contrary to its intended purpose.

## **§ 7**

### **Final provisions**

1. The Terms and Conditions are made available to the User at [www.mardom.com/en/](http://www.mardom.com/en/) in a form that enables the content of the Terms and Conditions. to be acquired, reproduced and recorded using the ICT system used by the User, including in particular sending it to the User's e-mail address, downloading, copying, downloading and saving it on the User's disk or printing it out.
2. The Terms and Conditions may be amended by the Service Provider. The amended Terms and Conditions shall be made available in accordance with para. 1 and applies to contracts for electronic services concluded after its availability. With regard to electronic Services of a continuous nature (for example Account), if the Terms and Conditions are changed during the service period, the changes are binding on the User to whom these Services apply if he does not terminate the agreement for these Services within 14 days from the date of making the change available.
3. In the event that any part of the Terms and Conditions is deemed invalid, ineffective or invalid, the remaining part shall remain in force and effect.
4. Regardless of the territorial scope of availability of the Website, it is indicated that the place of business and the place from which the Service Provider provides the Services is the territory of the Republic of Poland. Pursuant to Article 3 of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I), the User and the Service Provider as parties to the contract for Electronic Services determine that the law applicable to contracts for Electronic Services and to all other contracts, arrangements and agreements to which the Terms and Conditions apply shall be Polish law, with the proviso that in contracts concluded with Consumers the choice of law referred to this paragraph does not deprive the Consumer of the protection granted to him under provisions which cannot be excluded by contract, under the law which would be applicable in the absence of choice.
5. In addition, the Seller informs the User who is a Consumer about the possibility of using out-of-court methods of handling complaints and pursuing claims. The rules for access to these procedures are available at the premises or on the websites of entities authorised to deal with out-of-court disputes. These may include, in particular, consumer ombudsmen.
6. The Seller informs that the platform of the online dispute resolution system between consumers and entrepreneurs at the EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr/>.