



## Regulations of the online store

These regulations of the Done Bodycare online store define the main rules of using this store and the method of selling goods through it, conducted by a company under the name Done Bodycare Limited Liability Company with its registered office in Niedźwiady 5, 88-420 Rogowo, registered in the register of entrepreneurs of the National Court Register kept by the District Court in Bydgoszcz, XIII Commercial Division of the National Court Register under the KRS number: 0000779072, NIP: 5621810904, REGON: 38292964200000, share capital in the amount of PLN 5,000.

### §1. DEFINITIONS

1. "Working days" - means days of the week from Monday to Friday, excluding public holidays;
2. "Delivery" - means the actual act of delivering the purchased Goods to the Customer by the Seller via the Supplier;
3. "Supplier" - means an entrepreneur with whom the Seller cooperates in the delivery of Goods to the Customer;
4. "Password" - means a sequence of characters (digital, letter or special) selected by the Customer during registration in the Online Store, used to secure access to his Account;
5. "Customer" - means those using the Store: 1) a natural person with full legal capacity, and 2) a legal person and 3) an organizational unit without legal personality, which the law grants legal capacity; Clients who are legal persons or organizational units act through persons properly empowered to act on their behalf, having full legal capacity;
6. "Consumer" - means a natural person who performs a legal transaction with the Company not directly related to its business or professional activity;
7. "Account" - an Electronic Service consisting in the provision of an individual panel for each Customer, launched on his behalf by the Seller in the Store after registration; access to the Account is possible using the Login and Password;
8. "Basket" - an Electronic Service consisting in enabling the Customer to place an Order for one or more Goods, as well as using other types of functionalities freely made available by the Seller, e.g. entering discount codes enabling the price reduction for the Goods on the terms set out in separate agreements / regulations, displays a summary of the price of individual and all Goods, displaying the expected delivery date of the Goods.
9. "Login" - the Customer's e-mail address provided as part of the Store when creating the Account;
10. "Privacy Policy" - a set of rules for the processing of personal data and the principles of privacy protection applied to customers, described in detail in the Store in the "Privacy Policy" tab;



11. "Entrepreneur" - means a natural person, legal person or an organizational unit that is not a legal person, which the law grants legal capacity, conducts business or professional activity on its own behalf and performs a legal transaction directly related to its business or professional activity;
12. "Regulations" - this document specifying the rules for concluding Sales Agreements and the rules for the provision and use of Electronic Services. The Regulations define the rights and obligations of the Customer and the Seller. In the field of Electronic Services, these Regulations are the regulations referred to in art. 8 of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2002, No. 144, item 1204, as amended);
13. "Registration" - means the actual act performed in the manner specified in the Regulations, undertaken in order to create an Account by the Client; Registration is required for the Customer to use all the functionalities of the Store;
14. "Seller" or "Company" - Done Bodycare Limited Liability Company with its registered office in Niedźwiady 5, 88-420 Rogowo, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Bydgoszcz, XIII Commercial Division of the National Court Register under the number KRS : 0000779072, NIP: 5621810904, REGON: 38292964200000, share capital in the amount of PLN 5,000;
15. "Sales Agreement" - means a contract of sale of the Goods concluded remotely between the Customer and the Seller as a result of placing an Order via the Store and on the terms set out in the Regulations;
16. "Electronic Services" - services provided electronically by the Seller to the Customer via the Store within the meaning of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2002, No. 144, item 1204 with as amended); Electronic services are provided on the terms resulting from the Regulations;
17. "Website" - the website [www.donebodycare.com](http://www.donebodycare.com), administered by the Company;
18. "Store" - a platform run by the Seller via the Website or a dedicated mobile application that allows placing Orders, concluding Sales Agreements and providing Electronic Services by the Seller;
19. "Goods" - products offered through the Store and sold by the Seller to Customers in retail quantity under the terms of the Regulations;
20. "Order" - acceptance of the offer for the sale of the Goods made by the Customer via the Store on terms consistent with the Regulations, parameters resulting from the Goods cards in the Store and determined in the process of placing the Order (including the method and place of delivery, method of payment).

## §2. GENERAL PROVISIONS AND THE USE OF THE STORE

1. All rights, including proprietary copyrights and other types of intellectual property rights to the Store and its individual elements, to its name, domain of the Website, as well as to patterns, forms, logos posted on the Website, belong to the Seller, and their use may take place only in the manner specified and in accordance with the Regulations. The use of the above-described rights and



elements of the Store, going beyond the functionalities provided by the Seller in the Store, requires obtaining an appropriate license in writing.

2. Purchase of Goods in the Store takes place under the condition of prior Registration on the terms set out in § 3 of the Regulations or without registration, but after prior approval of the Regulations by the Customer. The Seller makes every effort to ensure that the use of the Store is possible with all popular web browsers, operating systems, device types and types of internet connections. The minimum technical requirements, the fulfillment of which is necessary for cooperation with the ICT system servicing the Store in order to conclude a Sales Agreement or use of Electronic Services, are as follows: a) a computer, laptop or other multimedia device with Internet access and a tool enabling filling in electronic forms (e.g. keyboard). b) access to electronic mail; c) Internet browser: Mozilla Firefox version 17.0 and higher or Internet Explorer version 10.0 and higher, Opera version 12.0 and higher, Google Chrome version 23.0. and higher, Safari version 5.0 and higher; d) recommended minimum screen resolution: 1024x768; e) enabling cookies and Javascript support in the web browser; f) with regard to access to the Store via a mobile application, additionally: 1) operating systems: Android version 4.0.3 or higher or iOS version 9.03.4 or higher, 2) camera and 3) geolocation service (GPS).

3. It is forbidden for the Customer to provide the Store with illegal content and to use the Store and Electronic Services by the Customer in a manner inconsistent with the Regulations, law, decency or in a manner that violates the personal rights of third parties.

4. It is not allowed to use the Store's resources and functions for the purpose of conducting business by the Customer that would infringe the interests of the Seller. It is forbidden to aggregate and process data and other information available in the Store for the purpose of their further sharing with third parties within other websites and outside the Internet. It is also forbidden to use the Store's markings, including characteristic graphic elements, as part of own service websites.

5. In the event of a breach by the Customer of the Regulations, legal regulations or good manners, the Company may unilaterally terminate the contract with the Customer for the use of Electronic Services or suspend its performance under a specific Account. Termination of the contract does not affect the already concluded Sales Agreements. In particular, this applies to a situation where a) the Customer has downloaded or used to any extent materials available in the Store without the consent of the Company and b) there is a reasonable assumption that the Customer uses fictitious, incomplete or untrue data within the Account.

6. The Customer has the option of using the Store 7 days a week, 24 hours a day, subject to failures and technical breaks necessary to repair errors or further develop the Store.

### §3. REGISTRATION

1. In order to access all Electronic Services and full functionalities of the Store, it is necessary to register, i.e. fill in the appropriate form by the Customer, create an Account, and accept the Privacy Policy and the Regulations.

2. Registration and the provision of other types of Electronic Services to the Customer are free of charge.



3.If the Seller activates the Registration option through the profile on facebook.com, the Account is set up through a dedicated redirection from the Store to the facebook.com website, where the Customer is asked to provide the username and password he has for the user's facebook account .com. After submitting the completed registration form, the Customer will receive an Account registration confirmation by e-mail to the e-mail address provided in the registration form. At this moment, an agreement is concluded for the provision of the Account management service by electronic means, and the customer gains the ability to access the Account and make changes to the data provided during the Registration.

#### §4. CONCLUSION OF THE SALES CONTRACT AND ITS FULFILLMENT

1. In order to place an Order, the Customer should perform at least the following steps, some of which may be repeated many times:

- a) adding the Goods to the Cart;
- b) selecting one of the Delivery methods made available by the Seller;
- c) selecting one of the payment methods provided by the Seller;
- e) placing an Order in the Store by using the "Buy and pay" button or under consideration.

2. After the Customer has selected the Goods, click the "Add to Cart" icon.

3. The goods are transferred to the Basket, which is visible after clicking on the basket icon in the bar at the top of the Store's website. You can also go to the Cart by selecting the "Checkout" button, which opens a page showing all the Goods that are currently in the Cart.

4. After selecting the "Order" option, a page will appear where you must enter the Customer's data necessary to complete the Contract of Sale and Delivery of the ordered Goods.

5. After logging in to the Store, the Customer gains access to additional options in the Account, such as, among others: Order history, the ability to check at what stage the last Order is, remembering shipping addresses, the ability to receive up-to-date information about the Goods.

6. After selecting the method of Delivery and entering all the necessary data (possibly including invoice data), select the payment method.

7. After clicking the "Buy and pay" button or equivalent, an Order is placed, which is tantamount to concluding a Sales Agreement for the Goods covered by the Order. Placing an Order will start appropriate processes enabling payment for the ordered Goods and Delivery, and then you will be redirected to the Store's website confirming the submission of the Order.

8. In the case of online payment for the Goods (including electronic transfer or payment card), the payment instruction should be carried out immediately after placing the Order. If the payment is not received to the bank account of the Seller or intermediaries in the transaction (e.g. Przelewy24) within 3 business days from the moment of placing the Order, the Seller shall have the right to withdraw from the Sales Agreement within a further 30 days by submitting an appropriate statement to the Customer in any form.



9. At each stage of placing an Order, until you click the "Buy and pay" button or equivalent, you can cancel the Order by ceasing to go through the next steps and leaving the subpage for placing Orders. An order, the submission of which will not be completed by the customer, will not be processed.

10. Immediately after placing the Order, an e-mail confirming the submission of the Order will be sent to the Customer's e-mail address provided during Registration or in the process of placing the Order. In the content of this message, the Customer will receive an individualized Order number, the provision of which is possible determining the status of the Order.

11. The Seller may contact the Customer at the e-mail address and telephone number provided during the Registration or in the process of placing the Order, in order to clarify doubts, confirm placing the Order or in other matters related to its implementation.

12. The execution of the Order payable on delivery takes place immediately, and the Order payable by bank transfer or via the electronic payment system after the payment is credited to the account of the Seller or the entity intermediating in the transaction (eg Przelewy24).

## §5. PAYMENT

1. Prices in the Store are always placed next to a given Good and are gross prices in PLN. These prices do not include delivery costs and other possible costs that the Customer is obliged to incur in connection with the conclusion of the Sales Agreement and about which he will be informed before placing the Order.

2. The purchase price of the Goods applicable at the time of placing the Order shall apply.

3. The Seller reserves the right to change the prices of the Goods, introduce new Goods for sale, carry out and cancel promotional campaigns in the Store or introduce changes to them in accordance with the standards of the Civil Code and other legal regulations.

4. Electronic payments for Goods are made by external payment service providers in accordance with their service regulations. Before making a payment, the Customer should read in detail the terms and conditions of payment services of the external provider of these services. The seller is not responsible for the way payment services are provided or for any actions or omissions of external providers of these services.

## §6. SUPPLY

1. The Seller carries out the delivery only on the territory of the Republic of Poland. Delivery outside the territory of the Republic of Poland may take place after separate agreement of its terms directly with the Seller at the following e-mail address: [help@donebodycare.com](mailto:help@donebodycare.com).

2. The Delivery date indicated in the Store is counted in Business Days.

3. The ordered Goods together with the sales document are sent to the Customer via the Supplier to the address indicated by the Customer in the process of placing the Order. If you choose InPost Paczkomaty Sp. z o.o. based in Krakow or another entity providing similar services, the delivery



address will be the address of the parcel locker selected by the Customer at the time of placing the Order, or the indicated parcel collection point.

5. The Customer is obliged to inspect the delivered parcel in time and in the manner accepted for parcels of a given type. In the event of a loss or damage to the shipment, the Customer has the right to request the Supplier to draw up the appropriate protocol.

6. The Seller attaches to the shipment being the subject of the Delivery a receipt or a VAT invoice covering the delivered Goods.

7. If the customer does not collect the parcel - he is obliged to cover the costs of the return shipment to the Seller's premises in the amount corresponding to the price of its delivery to the customer.

## §7. COMPLAINT PROCEDURE

1. The Company is liable for defects in the Goods under applicable law.

2. The Customer may file a complaint, in particular in the event of defects in the Goods, and also if the Store's activities are carried out incorrectly or contrary to the provisions of the Regulations.

3. A complaint may be submitted electronically via the contact form on the Store's website (if available), in the form of an e-mail sent to the address [help@donebodycare.com](mailto:help@donebodycare.com).

4. The complaint should include: name and surname, e-mail address at which the Customer appears in the Store, description of the transaction to which the complaint relates or other circumstances justifying the complaint, as well as the Customer's specific request related to the complaint. In the case of visible defects of the Goods, the Customer, if possible, should also attach to the complaint a photo of the Goods with the defect being the subject of the complaint.

5. If the delivered Goods have defects, the Customer has the right to demand a price reduction or withdrawal from the Sales Agreement, unless the Company immediately and without undue inconvenience to the Customer replaces the defective Product with one free from defects or removes the defect. This limitation does not apply if the Product has already been replaced or repaired by the Company or the Company has not replaced the Product with a non-defective one or has not removed the defect.

6. The Customer may request the replacement of the Product with a Product free from defects or removal of the defect of the Product, unless it is impossible to bring the Product into compliance with the Sales Agreement in the manner chosen by the Customer or would require excessive costs compared to the method proposed by the Company.

7. If the data or information provided in the complaint need to be supplemented, before considering the complaint, the Company will ask the Customer submitting the complaint to supplement it in the indicated scope.

8. The Company collects the complained Goods from the Customer at its own expense. If the Customer sends back the complained Product on its own, without agreeing with the Company, the Company will reimburse the Customer only for the amount corresponding to the shipping costs of such goods (in particular taking into account its weight and dimensions) according to the official price



list of Polish Post for ordinary registered mail. The reimbursement of these costs is made to the bank account indicated by the Customer or another method agreed between the parties.

9. The company recognizes the complaint within 30 days from the date of receipt of a properly prepared complaint and receipt of the advertised Goods (if its examination is required). The customer will receive information on the method of handling the complaint via electronic correspondence to the e-mail address assigned to the Customer Account or indicated in the Order submission process.

10. The Customer may appeal against the Company's decision regarding the submitted complaint - in such a case, the Company will reconsider the submitted complaint, taking into account the content of such appeal.

11. In the event of making a complaint by withdrawing from the Sales Agreement or reducing the price of the Goods, the full or part of the price will be refunded within 14 days, analogically to the method of payment for the Goods selected by the Customer, unless the Customer expressly agrees to another method of return. The Company may refuse to refund the price for the Goods in a manner chosen by the Customer, which will generate additional costs for the Company (e.g. transfer to a foreign bank account), unless the Customer agrees to bear the costs of such return - in such a case, the Company has the right to deduct the cost of return from the price returned to the Customer.

12. The provisions concerning the complaint procedure contained in §7. The Regulations apply only to Customers who are Consumers.

#### §8. WITHDRAWAL FROM THE SALES CONTRACT WITHOUT PROVISION OF REASONS

1. Pursuant to the Act of 30 May 2014 on consumer rights, the Customer who is a Consumer who concluded the Sales Agreement may, within 14 days from the date of receipt of the Goods, withdraw from the Sales Agreement without giving any reason and without incurring costs. In the event of timely withdrawal from the Sales Agreement and timely delivery of the returned Goods to the Company, the Company will reimburse the Customer in full for the payment received from him for the returned Goods.

2. The Customer may withdraw from part or all of the ordered Goods by sending, within 14 days from the date of receipt of the shipment containing these Goods, the "declaration of withdrawal from the contract" contained in Annex 1 to the Regulations in the manner described therein. The return of the Goods should take place within 14 days from the date on which the Customer withdrew from the Sales Agreement. To meet the deadline, it is enough to return the Goods before its expiry. The rules for withdrawing from the Sales Agreement are set out in the instruction contained in Annex 1 to the Regulations.

3. The rights described in §8. The Regulations apply only to Customers who are Consumers.

#### §9. RESPONSIBILITY

1. The Company is not responsible for failure to deliver the Goods for reasons attributable to the Customer - e.g. due to incorrect or incomplete delivery address, preventing delivery of the parcel. In such a situation, the Company will notify the Customer of an unsuccessful attempt to deliver the



Goods, and if the Customer and the Company fail to reach an agreement regarding the settlement of the failed delivery attempt and re-delivery of the Goods, the Company will be able to sell the Goods to the Customer's account or withdraw from the Sales Agreement within 1 month. from the ineffective expiry of the deadline set by the Company for reaching the said agreement. In this case, the Company will reimburse the price paid by the Customer for the Goods, less the cost of the failed delivery attempt and other related costs, if the failed delivery attempt was caused by the Customer's fault. In the event of the Customer's delay in collecting the Goods, the Company may sell the Goods to the Customer's account without setting an additional date for collection, if it is not possible to set a date or if the Goods are exposed to deterioration or otherwise a damage would be caused. The Company shall immediately notify the Customer about the sale.

2. The Company is not responsible for the consequences of improper use of the Goods, which in particular includes the effects of using the Goods not in accordance with the method of use given: - on the packaging, - the leaflet / instructions attached to the Goods, or - the terms of use of the products available in the Account or on the Store's website.

3. Despite the Company's efforts to ensure that the Store functions without any disruptions, there may be temporary unavailability of the Store, its specific functionalities or delivery options and payment methods. The Company is not responsible for temporary unavailability of the Store, specific functionalities or delivery options and payment methods caused by hardware or software failure, changes or improvements to the Store, or the actions or omissions of third parties (e.g. payment intermediaries).

4. Customers will be informed about technical breaks and their duration, as far as possible, on the main page of the Store.

5. In the case of the sale of the Goods to Entrepreneurs, the warranty rights contained in the Civil Code are excluded.

## §10. PERSONAL DATA PROTECTION

Detailed rules for the processing of Customers' personal data and the use of cookies are described in the privacy policy available in the Website tabs.

## §11. TERMINATION OF THE ELECTRONIC SERVICES AGREEMENT

1. Both the Customer and the Seller may terminate - at any time and without giving reasons - the contract for Electronic Services concluded at the beginning of using the Store, subject to the rights acquired by the other party before the termination of the above-mentioned. agreement and the provisions below.

2. The customer who has not registered, terminates the contract for Electronic Services by ceasing to use the Store. The Customer who has registered terminates the Electronic Services Agreement by deleting the Account using the tools available in the Account or by delivering an appropriate declaration of will to the Seller in any form, in particular via the Seller's generally available e-mail address.





3. The Seller terminates the contract for Electronic Services by delivering to the Customer an appropriate declaration of will in any form, in particular via the e-mail address provided by the Customer during Registration.

## §12. FINAL PROVISIONS

1. The law applicable to the settlement of any disputes arising from these Regulations is Polish law.
2. The Seller reserves the right to amend the Regulations, in particular in the event of changes in the law, changes in payment methods and Deliveries. Amendments to the Regulations are introduced with the observance of the rights acquired by the Customers, in particular, they do not affect the concluded Sales Agreements. The Seller shall inform the Customer about each change in the Regulations at least 7 days in advance via the e-mail address provided by the Customer or via messages on the Store's websites. In the event that the Customer does not accept the new content of the Regulations, he is obliged to notify the Seller about this fact, which results in the termination of the contract for Electronic Services in accordance with the provisions of §11 of the Regulations.
3. The Seller informs the Customer who is a Consumer about the possibility of using extrajudicial means of dealing with complaints and pursuing claims. The rules of access to these procedures are available at the offices or on the websites of entities authorized to out-of-court settlement of disputes. They may be, in particular, consumer ombudsmen or Provincial Inspectorates of the Trade Inspection, the list of which is available on the website of the Office of Competition and Consumer Protection.
4. The Regulations are valid from 28/09/2020.

## APPENDIX 1

### NOTICE ABOUT WITHDRAWAL FROM THE CONTRACT AND MODEL STATEMENT OF WITHDRAWAL

Within 14 days of receiving the Goods, the Customer may withdraw from the Sales Agreement without giving any reason.

In order to withdraw from the Sales Agreement, the Customer should send the Company a declaration of withdrawal using one of the following methods:

- 1) in writing to the following address: Done Bodycare LLC. | Akacyjowa 1/2 Street, 62-069 Dąbrówka
- 2) via email: [help@donebodycare.com](mailto:help@donebodycare.com)

The customer can use the Return Form, which is available under link:

[https://donebodycare.com/Return form DONE Bodycare.pdf](https://donebodycare.com/Return_form_DONE_Bodycare.pdf)



The goods should be sent back to the address:

Done Bodycare LLC. | Akacyjowa 1/2 Street, 62-069 Dąbrówka

#### IMPORTANT INFORMATION RELATING TO THE RIGHT OF WITHDRAWAL:

1. The right to withdraw from the Sales Agreement does not apply to contracts:

- a) for the provision of services, if the service has been fully performed with the express consent of the Customer;
- b) in which the price of the Goods depends on fluctuations in the financial market over which we have no control and which may occur before the deadline to withdraw from the contract;
- c) in which the subject of the service is a non-prefabricated item, manufactured according to the customer's specification or serving to satisfy his individual needs;
- d) in which the subject of the service is an item that deteriorates quickly or has a short shelf-life;
- e) in which the subject of the service is an item delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the packaging was opened after delivery;
- f) in which the subject of the service are items that after delivery, due to their nature, are inseparably connected with other items;
- g) in which the subject of the service are alcoholic beverages, the price of which was agreed upon conclusion of the Sales Agreement, and the delivery of which may take place only after 30 days, and the value of which depends on fluctuations in the market over which we have no control;
- h) in which the subject of the service are sound or visual recordings or computer software delivered in a sealed package, if the package has been opened after delivery;
- i) for the delivery of digital content that is not recorded on a tangible medium, if the performance began with the express consent of the Customer, before the deadline to withdraw from the contract;
- j) concluded with Entrepreneurs.

2. When withdrawing from the Sales Agreement, the Customer shall not bear any costs, except for: a) additional costs incurred in connection with the choice of the method of delivery of the Goods other than the cheapest, standard delivery method offered by the Company; b) direct costs of returning the Goods (shipping costs), c) return costs, if, due to their nature, the Goods cannot be returned by regular mail.

3. When returning the product, remember to choose such a way that the Goods arrive at the Company undamaged.



4. The Customer as a Consumer shall be liable for the decrease in the value of the Product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product. Returned Goods should not be opened, dirty or damaged. You can test and check each Good only to the extent that you can do it in a stationary store.

5. The refund will be made within 14 days from the day on which the day of receipt of the declaration of withdrawal from the Sales Agreement, provided that the Goods are returned to the Company. The price will be refunded in the same way as the method of payment for the Goods selected by the Customer, unless the Customer expressly agrees to a different method of return, not involving any costs. The Company may refuse to refund the price for the Goods in a manner chosen by the Customer, which will generate additional costs for the Company (e.g. transfer to a foreign bank account), unless the Customer agrees to bear the costs of such return - in such a case, the Company has the right to deduct the cost of such reimbursement from the refunded price.

6. The submission by the Customer of a declaration of withdrawal from the Sales Agreement after the statutory withdrawal period has expired does not have any legal effects and in such a situation the Company will not be obliged to collect the Goods from the Customer or refund the price for the Goods. Sending the incorrectly returned Goods to the Customer will be at the Customer's expense.