

Terms and Conditions of the Abramovich Atelier Online Store

§1 GENERAL PROVISIONS

1. The Abramovich Atelier online store, operating at <https://abramovichatelier.com/pl/> (hereinafter: "Store"), is operated by: ABRAMOVICH GROUP SP. Z O.O. with its registered office in Warsaw (registered office address: Plac Inwalidów 10/U7, 00-552 Warsaw), registered in the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0000682060, with NIP number 1182146849, and REGON number (hereinafter: "**Seller**"). Warehousing, shipping of goods, and handling of returns and complaints are carried out by the Seller.
2. These Terms and Conditions set forth the rules for using the Store, the conditions for placing orders for products in the Store, the timeframe and rules for order fulfillment, the terms and methods of payment, the Customer's rights to cancel an order and withdraw from the contract, and the rules for submitting and processing complaints.
3. You can contact the Seller via email at: **shop@abramovichjewelry.com**
4. And by phone: **+48 796 000 947**.
5. The Store conducts retail sales via its website using means of distance communication. To use the Store, a natural person must be at least 18 years of age and:
 - have access to the Internet;
 - have an email address;
 - have the latest version of a web browser installed;
 - have JavaScript enabled;
 - have the Flash Player plugin installed;
6. The Customer is entitled and obligated to use the Store in accordance with its intended purpose, as well as the principles of social coexistence and good manners.
7. The Customer is obligated to refrain from any activity that could affect the proper functioning of the Store, including, in particular, any interference with the Store's content or its technical elements, and from providing illegal content. It is prohibited to use the Store for purposes other than its intended use, including, in particular, sending spam, or conducting any commercial, advertising, promotional, political, or similar activities on the Store's websites.
8. To the fullest extent permitted by law, the Store shall not be liable for disruptions, including interruptions, in its operation caused by force majeure, unauthorized actions by third parties, or the Store's incompatibility with the Customer's technical infrastructure.
9. Browsing the Store's product range does not require registration, and the Customer placing orders independently for products available in the Store's product range does not require registration.
10. A condition for the Customer's use of the Store and for the Seller's sale of Products to the Customer is that the Customer has read and accepted the Terms and Conditions and their . By accepting the Terms and Conditions, the Customer agrees to all of their provisions and undertakes to comply with them.

11. The Store is protected by copyright. This means that all text, graphics, audio, and jewelry designs presented in the Products, as well as the layouts of elements and forms available on the Website, constitute intellectual property and are protected in accordance with the Act of February 4, 1994, on Copyright and Related Rights.
12. The Seller does not individually adjust prices for specific Consumers or specific categories of Consumers based on automated decision-making and profiling of the behavior of website users and Consumers.

§2 DEFINITIONS

1. **Customer** – a natural person with full legal capacity, a legal entity, or an organizational unit without legal personality but with legal capacity, using the Store and its features, including, in particular, placing an Order,
2. **Civil Code** – the Act of April 23, 1964,
3. **Consumer** – a natural person entering into a legal transaction (conclusion of a Sales Agreement) with the Seller that is not directly related to their business or professional activity,
4. **Customer Account** – a free Store feature (service) governed by these Terms and Conditions, under which, after registering or making a purchase in the Store, the Customer gains access to a unique account in the Store, constituting an individual collection of the Customer's resources and privileges,
5. **Shopping Cart** – a component of the Store's software where the Products selected by the Customer for purchase are displayed, and where it is possible to configure and modify the Order, in particular the quantity and type of Products.
6. **Newsletter** – digital content as defined by the provisions of the Consumer Rights Act, sent by the Service Provider under the agreement concluded between the Service Provider and the Customer for the delivery of the newsletter. The content of the newsletter includes, in particular, educational materials related to the Service Provider's business activities and information regarding the Service Provider's current operations (including information about products, new arrivals, and promotions available in the Store). The terms and conditions regarding the newsletter are described in §11 of the Terms and Conditions.
7. **Products** – physical goods listed, described, and presented in the Store that are available for sale, including, in particular, jewelry, jewelry items, jewelry accessories, and other products available in the selected collection (such as candles), presented in the Store,
8. **Entrepreneur** – a natural person, legal entity, or organizational unit without legal personality, conducting business or professional activities in their own name, for whom a contract concluded through the Online Store is of a professional nature and related to business activities.
9. **Entrepreneur with consumer rights** – a natural person entering into a Contract directly related to their business activity, which is not of a professional nature, as determined in particular by the nature of their business activity, as disclosed

pursuant to the provisions on the Central Register and Information on Economic Activity.

10. Terms and Conditions – these Terms and Conditions available at <https://abramovichatelier.com/pl/> in the website footer under the link: “Store Terms and Conditions”.
11. **Store** – the online service operated by the Seller, available at: <https://abramovichatelier.com/pl/>, enabling the purchase of Products and the provision of services electronically to Store users,
12. **Seller or Service Provider** – ABRAMOVICH GROUP SP. Z O.O. with its registered office in Warsaw (registered office address: Plac Inwalidów 10/U7, 00-552 Warsaw), registered in the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0000682060, with NIP number 1182146849 and REGON number,
13. **Sales Agreement** – an agreement concluded through the Store between the Seller and the Customer regarding the sale of Products under the terms and conditions set forth in these Terms and Conditions and in the description of the specific Product covered by the Order,
14. **Consumer Rights Act** – the Act of May 30, 2014, on consumer rights.
15. **Act on the Provision of Electronic Services** – the Act of July 18, 2002, on the Provision of Electronic Services.
16. **Order** – a declaration of intent by the Customer submitted via the Store, aimed directly at concluding a Sales Agreement, under the terms and conditions set forth in these Terms and Conditions and in the description of the relevant Product,

§3 PRODUCTS AND THEIR PRESENTATION IN THE STORE

1. As part of its business operations and through the Store, the Seller sells physical goods (Products), in particular:
 - a. jewelry,
 - b. jewelry items,
 - c. jewelry accessories,
 - d. candles
 - e. other physical goods described in the Store.
2. Product returns and the right to withdraw from the Sales Agreement are described in §7 of the Terms and Conditions.
3. Products are generally shipped within Europe, unless the Customer agrees otherwise with the Seller.
4. All Products offered by the Seller in the Store are new and original.

§4 TERMS OF PLACING AND FULFILLING AN ORDER

1. The Customer may not place an Order anonymously or under a pseudonym.
2. Orders may be placed 24 hours a day, 7 days a week, year-round. Orders placed on Saturdays, Sundays, and public holidays will be processed on the next business day.

3. To place an Order and enter into a Sales Agreement, the Customer must perform the following steps:
 - a. add the selected Product to the Cart,
 - b. fill out the Order form with the following information: first name, last name, residential address, phone number,
 - c. provide an email address to which confirmation of the conclusion of the Sales Agreement will be sent, along with the information specified in §4(7) below,
 - d. provide the information required to issue a receipt or invoice, including the name of the entity to which the invoice or receipt is to be issued, tax ID number (NIP), and address,
 - e. selection of delivery method (InPost parcel lockers, courier),
 - f. selecting a payment method (Przelewy24, PayU, and bank transfer),
 - g. reviewing and accepting the Terms and Conditions by checking the box labeled "I have read and accept the Terms and Conditions and Privacy Policy" (or equivalent). Acceptance is necessary to place and finalize the Order. In case of any doubts regarding the Terms and Conditions, the Customer may contact the Seller by email at: shop@abramovichjewelry.com
 - h. confirmation of the intention to enter into the Sales Agreement, including clicking the "Buy and Pay" button or a button with equivalent wording.
4. The Sales Agreement for the Products covered by the Order is deemed concluded between the Seller and the Customer upon the Customer's receipt via email of the Seller's confirmation of acceptance of the Order.
5. In the Shopping Cart, the Customer can add and remove products and their quantities, as well as enter a discount code.
6. After clicking the "Buy and Pay" button (or an equivalent button), the Customer will be redirected to the payment page to complete the payment for the Order. After payment is completed, the Customer will be redirected back to the Online Store's website with a confirmation of the Order placement.
7. After placing and paying for the Order, the Customer will receive a message confirming the placement of the Order, which constitutes the Seller's declaration of intent to enter into a Sales Agreement with the Customer covering the Product. The Agreement is deemed concluded upon the Customer's receipt of an email from the Seller confirming the Order.
8. The Seller will provide the Customer with confirmation of the conclusion of the Distance Contract on a durable medium, specifically in the form of the Terms and Conditions saved as a PDF file, which will be attached to the Order confirmation.
9. The Customer must provide accurate personal information in the Order form. The Customer is liable for providing inaccurate personal information. The Seller reserves the right to suspend the fulfillment of the Order if the Customer has provided inaccurate information or if such information raises reasonable doubts on the part of the Seller regarding its accuracy. In such a case, the Customer will be informed by phone or email of the Seller's concerns. In this situation, the

Customer has the right to clarify any circumstances related to verifying the accuracy of the provided data. If there is no information allowing the Seller to contact the Customer, the Seller will provide all necessary clarifications once the Customer initiates contact.

10. If the Customer provides incorrect or inaccurate data, including, in particular, an incorrect or inaccurate address, the Seller shall not be liable for non-delivery or delay in delivery of the Ordered Item to the fullest extent permitted by law.
11. Each properly placed Order receives a unique code that allows for the identification of the Order and the Customer.
12. When placing an Order, the Customer may also create a Customer Account, which is at the Customer's discretion.
13. The Seller fulfills placed Orders within a maximum of 25 business days, counting from the day following the day on which the Seller receives payment, unless a different Order fulfillment date is specified in the Product description and the Order confirmation.
14. Custom orders (i.e., products manufactured or personalized to the Customer's individual order and according to their specifications) may be placed via the Store's email address, by phone, or by selecting the "Add to Cart" option on the product page, followed by specifying the pickup and payment method in the Cart and confirming the order. In such a case, the Store will provide an approximate quote for the custom product and send it to the email address provided by the Customer.
15. The processing time for a custom order described in Section 13 is generally 25 business days from receipt of payment; however, in the case of hard-to-obtain materials, the processing time may be extended to the time necessary for the proper fulfillment of the Order. The Customer is informed of the processing time via email.
16. The Product delivery time is not included in the Order fulfillment period, as it depends on the delivery method selected by the Customer.
17. When placing an Order, the Customer may check an additional checkbox to consent to the conclusion of an additional agreement (for the delivery of the Newsletter) so that the Seller may send them a free Newsletter, in accordance with §11 of the Terms and Conditions. However, this is not mandatory.
18. Shipping of the purchased Product is carried out within the timeframe specified in the Product's details page (including the details page for custom-made Products) and in the Order confirmation email, with this timeframe calculated from the moment payment is confirmed in the Store's bank account.
19. The Seller may post information on the Store's website page presenting a given Product regarding the number of business days—i.e., weekdays from Monday to Friday, excluding public holidays—within which the shipment containing the Product will be dispatched. The aforementioned information is an approximate timeframe calculated from the moment the Order is accepted for processing until the Product is shipped to the Customer via the method selected by the Customer. The Order processing time is provided taking into account the time required to gather all ordered Products.

20. Purchased goods are shipped in envelopes or cardboard boxes that bear no markings suggesting the contents of the shipment and are sent by a neutral sender whose name is not associated with the industry.
21. The Store reserves the right to temporarily suspend operations for the purpose of performing maintenance, development, and modernization work.
22. In the event that fulfillment of part of the Order is not possible, the Store may offer the Customer termination of the Agreement or a substitute service (at the Customer's discretion), such as:
 - a. canceling the entire Order (if the Customer chooses this option, the Store will be released from the obligation to fulfill the Order);
 - b. cancellation of the Order in the part where fulfillment is not possible within the specified timeframe (if the Customer chooses this option, the Order will be partially fulfilled, and the Store will be released from the obligation to fulfill the remaining part);
 - c. providing a substitute service, which will be confirmed with the Customer. An Order based on a substitute service, once approved by the Customer, will be considered final;
 - d. splitting the Order and setting a new fulfillment date for the part of the Order that cannot be fulfilled by the originally set deadline (if the Customer chooses this option, the products comprising the Order will be shipped in several separate shipments, and the Customer will bear the additional costs associated with splitting the Order into several shipments, unless the split into several shipments results from reasons beyond the Customer's control, attributable to the Seller).
23. If the ordered Product is out of stock in the Store or if the Customer's Order cannot be fulfilled for other reasons, the Store will notify the Customer by sending an email to the address provided when placing the Order within 7 (seven) days from the date of conclusion of the Sales Agreement.
24. As a general rule, failure to pay for the Order within 3 days of placing the Order will result in the cancellation of the Order. In such a situation, the Customer may place the Order again. Order fulfillment begins upon the Seller's receipt of payment for the ordered Product.

§5 PRODUCT PRICES AND SHIPPING COSTS

1. The prices listed next to each Product offered by the Store include VAT and are given in Polish currency.
2. Information regarding the VAT rate is always displayed next to the price of the Product, during the purchasing process (in the Shopping Cart), and in the Order summary.
3. The price listed next to the Product does not include shipping costs, which are selected by the Customer during the Order placement process after adding the Product to the Shopping Cart.
4. Product delivery costs are presented for the Customer to choose from during the Order placement process, prior to payment.
5. Delivery methods, including, for example: DHL Courier – estimated delivery time 3 business days, and others listed in the Store.
6. The Seller reserves the right to change the prices of goods in the Store, introduce new goods for sale, conduct and cancel promotional campaigns, or make changes to them in accordance with the provisions of the Civil Code and

other laws, provided that such changes do not infringe upon the rights of persons who entered into Sales Agreements for goods offered by the Store prior to the aforementioned changes or the rights of persons entitled to participate in a given promotion, in accordance with its terms and during its duration.

7. In the event of price reductions for Products that are promotional in nature, clearance sales (etc.), the Seller always indicates, next to the promotional price, the lowest price within the last 30 days preceding the introduction of the promotional price.
8. The Seller may issue an invoice for the purchased Products. The desire to receive an invoice must be communicated to the Seller at the time of placing the Order, in accordance with §4(3)(d) of the Terms and Conditions. If the desire to receive an invoice is communicated at a later stage, the Seller will not be able to issue an invoice.
9. When placing an Order, the Customer is also required to select the payment method for the ordered Products, as well as the delivery method and costs (shipping), from those currently available in the Store.
10. Shipping costs – delivery is free for the Customer.
11. Upon receiving a package delivered by a courier, it is recommended that the Customer inspect the condition of the package's outer packaging in the courier's presence. If the package's outer packaging is damaged, it is recommended that the Customer, together with the courier, prepare a damage report in two identical copies signed by the Customer and the courier. Failure to follow these recommendations does not affect the ability to file a complaint with the Store.
12. Upon receiving the shipment, the Customer should check the condition of the package and, in case of any objections, select the complaint option and follow the instructions. Failure to follow these recommendations does not affect the ability to file a complaint with the Store.

§6 ACCEPTABLE METHODS OF PAYMENT FOR THE ORDER

1. Depending on the Customer's choice, payment for a placed Order can be made:
 - a. via the payment platform available in the Store, which is specified in detail during the checkout process (e.g., by credit or debit card (Visa, MasterCard, or Maestro), one-time payment, BLIK payment, and others),
 - b. by bank or electronic transfer to the Seller's bank account number provided during the checkout process.
2. If the Customer selected online payment when placing the Order, after clicking the button to finalize the Order, they will be redirected to a payment gateway operated by an external payment provider to complete payment for the Order. Payment for the Order should be made immediately upon conclusion of the Sales Agreement, no later than within three days, as the Order will be canceled after this period expires.
3. Depending on the Customer's choice, payment for the placed Order can be made via the following payment platforms:
 - a. Przelewy24 - PayPro S.A., with its registered office in Poznań (60-198) at ul. Pastelowa 8, Tax ID (NIP):

- 7792369887, KRS: 0000347935, PayU - by making a payment via card, BLIK, or other methods offered by the payment provider,
- b. or another method available in the Store, which is specified in detail during the purchase process.
4. Use of the online payment service selected by the Customer requires prior review and acceptance of the payment provider's terms and conditions, as well as compliance with the rules set forth in those terms and conditions.
 5. All electronic payments are processed in accordance with the applicable regulations of payment service providers and the law, and the Seller is not liable for their correctness.
 6. The Seller is not liable for delays in the transfer of payments or authorization responses caused by reasons arising after the Customer has submitted the required funds or data verification, in particular those caused by the Customer providing incorrect or incomplete data that prevents the payment from being processed, as well as for delays resulting from other events beyond the Seller's or the payment service provider's control.
 7. In the event of a refund, the refund will be made in the same form as the payment made by the Customer, unless the Customer has expressly agreed to a different method of refund that does not entail any costs for them.
 8. The Seller will refund the amount due within 14 calendar days using the same payment methods used by the Customer in the original transaction, in the event of:
 - a. cancellation of the Order or part of the Order (in which case the corresponding portion of the price is refundable) paid in advance prior to its fulfillment;
 - b. return of the Product due to withdrawal from the Sales Agreement, which was delivered via Poczta Polska or a courier company;
 - c. acceptance of a complaint and the inability to repair the damaged Product or replace it with a new one;acceptance of the right to request a price reduction for the Product.

§7 RIGHT TO WITHDRAW FROM THE SALES AGREEMENT AND EXCEPTIONS TO THIS RIGHT

1. A Consumer or a Business with consumer rights who has entered into a Distance Sales Agreement with the Seller has the right to withdraw from the Sales Agreement without giving any reason within 14 days from the date on which the Consumer, the Business with consumer rights, or a third party designated by them (other than the carrier) takes possession of the goods.
2. To withdraw from the contract, the Consumer or a Business with consumer rights must, within 14 days of delivery of the goods, inform the Seller of their decision to withdraw from the contract by means of an unambiguous statement—for example, a letter sent by regular mail or an email sent to: shop@abramovichjewelry.com
3. The Consumer or Business with consumer rights may use the model withdrawal form available in the Store, but this is not mandatory.

4. To meet the deadline for withdrawing from the contract, it is sufficient for the Consumer or a Business with consumer rights to send notice of their exercise of the right to withdraw from the contract before the withdrawal period expires.
5. In the event of withdrawal from the contract, the Consumer or Business with consumer rights shall immediately return the Product to the Seller at their own expense—no later than within 14 days of notifying the Seller of the withdrawal. The Seller shall refund the price to the Consumer or the business with consumer rights without delay, no later than within 14 days from the date of receipt of the Product or proof of its return.
6. The Seller shall reimburse the Consumer or the Business with consumer rights for the costs of delivering the ordered Product to them—up to the amount corresponding to the cheapest shipping option available in the Store.
7. The Seller shall not be obligated to refund the cost of delivering the Product to the Consumer or a business with consumer rights in the following situations:
 - a. The Seller delivered the Product free of charge,
 - b. The Consumer or Business with consumer rights returns part of the ordered Products, and the delivery costs were calculated based on the total Order rather than per item.
8. If the Seller has not offered to collect the item from the Consumer or the Business with consumer rights, the Seller may withhold the refund of payments received from the Consumer or the Business with consumer rights until the item is received back or the Consumer or the Business with consumer rights provides proof of its return, whichever occurs first.
9. The Seller will refund the payment using the same method the Customer used to pay for the Order, unless the Customer agrees with the Seller on a different refund method that does not incur any costs for the Customer. The Seller will withhold the refund of payments received from the Customer until the goods are returned. The Store will also issue a correction to the proof of purchase previously provided to the Customer (VAT correction invoice or correction statement).
10. The Consumer or Business with consumer rights bears the direct costs of returning the goods.
11. The Consumer or Business with consumer rights is liable for any reduction in the value of the item resulting from its use in a manner exceeding what is necessary to ascertain the nature, characteristics, and functioning of the item.
12. The above provisions do not apply to custom orders (made-to-order) described in § 4(14) and to the products listed in Appendix 1 to these Terms and Conditions (list of non-returnable products), which, pursuant to Article 38 of the Consumer Rights Act, are not eligible for return – The right to withdraw from a contract concluded off the business premises or at a distance does not apply to the consumer with respect to contracts:
 - a. the subject of which is a non-prefabricated item, manufactured according to the Consumer's specifications (Entrepreneurs with consumer rights) or serving to satisfy their individualized needs (e.g., custom orders containing a dedication, a special engraving created at the Customer's request, jewelry, or other physical goods manufactured to individual order outside the Seller's list of standard products),
 - b. the subject of which is an item delivered in sealed packaging that cannot be returned after opening due to health protection or hygiene reasons, if the packaging was opened after delivery,

§8 COMPLAINTS (PRODUCT NON-CONFORMITY WITH THE AGREEMENT)

1. The Seller is obligated to deliver to the Customer a Product in accordance with the Sales Agreement.
2. The Seller is liable to the Customer in the event of non-conformity of the Product with the Sales Agreement.
3. If the Customer discovers a defect in the Product, they should notify the Seller, specifying their claim related to the discovered defect or submitting a statement to that effect.
4. In the event of non-conformity of the Product with the Agreement within 2 years from the date of delivery of the Product to the Consumer or a Business acting as a consumer, the Consumer has the right to demand replacement or repair of the Product, and if it is impossible or the Seller refuses to bring the Product into conformity with the contract in this manner, the Customer has the right to demand a price reduction or to withdraw from the Product Sales Agreement.
5. The Customer may use the complaint form template available in the Store, but this is not mandatory.
6. Each complaint should include at least:
 - a. first and last name, address, ZIP code,
 - b. the name of the purchased Product,
 - c. a description of the complaint,
 - d. the date on which the Product's non-conformity with the contract was discovered,
 - e. proof of purchase from the Seller (depending on the circumstances, you may provide one of the following: proof of purchase, order number, payment confirmation, email confirming the Seller's acceptance of the Order, receipt, etc.)
7. The Store may request that the complaint be supplemented by sending, to the address indicated in the request for supplementation, the original proof of purchase (e.g., VAT invoice or specification), the packaging of the shipment in which the Product subject to the complaint was delivered, or by returning the Product that is the subject of the complaint.
8. Complaints may be submitted via postal mail (the Seller's business address, provided in the Store's footer) or email (shop@abramovichjewelry.com)
9. The Seller will respond to the complaint submitted by the Customer within 14 days of its receipt (if complete) or from the date it was supplemented, if required—via the same means of communication used to submit the complaint.
10. If the complaint is deemed justified, the Store will immediately inform the Customer and, depending on the request, will either reduce the price or send the Customer a replacement item of full value; if this is not possible, the Store will refund the amount due to the Customer via postal money order to the specified address or via bank transfer. The Store issues the Customer with an appropriate correction to the proof of purchase (corrected VAT invoice or corrected specification).
11. Differences between the Product's visual representation resulting from the Customer's individual computer settings (color, proportions, etc.) and the

Product's actual appearance cannot serve as grounds for a complaint. In such a case, the Customer has the right to withdraw from the contract in accordance with the provisions of these Terms and Conditions.

§9 OUT-OF-COURT DISPUTE RESOLUTION AND CLAIM SETTLEMENT

1. If the complaint procedure does not yield the result expected by the Consumer (Entrepreneur with consumer rights), they may, among other things:
 - a. submitting a request to a permanent consumer arbitration court to resolve a dispute arising from the concluded contract,
 - b. submitting a request to the provincial inspector of the Trade Inspection to initiate mediation proceedings for the amicable resolution of the dispute between the Consumer (Entrepreneur with consumer rights) and the Seller,
 - c. seek free assistance from the county (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection.
2. The Consumer (Entrepreneur with consumer rights) may find detailed information on out-of-court methods of handling complaints and pursuing claims on the website <http://www.polubowne.uokik.gov.pl>.
3. The Seller agrees to submit any disputes arising in connection with the concluded contracts to mediation proceedings. The details will be determined by the parties to the dispute.

§10 SERVICES PROVIDED ELECTRONICALLY

1. Through the Store, the Seller also provides electronic services to the Customer, including:
 - a. operating the Online Store,
 - b. enabling the Customer to place an Order,
 - c. maintaining and providing Customers with access to the Customer Account,
 - d. enabling the Customer to view their Order history in the Customer Account,
 - e. enabling subscription to and delivery of the newsletter.
2. The Seller takes measures to ensure the fully proper functioning of the Online Store. The Customer should notify the Seller of any irregularities or interruptions in the functioning of the Online Store via email to the address: shop@abramovichjewelry.com
3. To ensure the Customer's security and the transfer of data in connection with the use of the Store and its features, the Seller implements technical and organizational measures appropriate to the level of security risk associated with the services provided, in particular measures designed to prevent the unauthorized access to and modification of personal data.
4. For important reasons, in particular: the need to improve and ensure the proper and secure operation of the Store, the Seller reserves the right to periodically

suspend access to the Store for the purpose of its expansion, maintenance, or updates, of which Store users will be informed via email or on the Store's website.

5. If the Seller decides to cease providing services or to discontinue the sale of Products by closing part or all of the Store, the Seller will inform Customers of this by publishing relevant information on the Store's website and sending email notifications.

§11 NEWSLETTER

1. Through the Online Store via a dedicated newsletter subscription form, as well as when placing an Order in the Online Store, the Customer or interested party may subscribe to the newsletter.
2. After filling out the Newsletter subscription form and clicking the "Subscribe" button (or an equivalent button), an email is sent to the email address provided in the form to confirm the Newsletter subscription.
3. Upon confirmation of the Newsletter subscription, a contract for the delivery of the Newsletter is concluded between the interested party (usually the Customer) and the Service Provider.
4. The purpose of the Newsletter is for the Service Provider to periodically send an email to the subscribed user containing information, including of an informational nature, related to the Service Provider's activities, as well as news and promotions in the Store.
5. Subscribing to the Newsletter, and thereby entering into a contract for the delivery of the Newsletter, requires:
 - a. having an active email address and providing it in the dedicated form in the Online Store,
 - b. checking the box to consent to receiving the Newsletter,
 - c. reviewing and accepting these Terms and Conditions available when providing data for the Newsletter and granting consent to use this service,
 - d. and, in order to access the e-book, software capable of opening it.
6. A Customer who has subscribed to the Newsletter may unsubscribe from it (terminate the agreement for the delivery of the Newsletter) at any time by:
 - a. clicking the unsubscribe link available in every email sent as part of the Newsletter by the Service Provider,
 - b. sending a written notice of cancellation to
 - c. sending a written cancellation notice to the Service Provider's mailing address.

which will constitute immediate termination of the Newsletter subscription agreement. Unsubscribing does not affect previously received digital content as part of the Newsletter, including the e-book received in exchange for subscribing to the Newsletter.

7. No specific technical requirements are necessary to use the Newsletter service other than having a computer, smartphone, tablet, or laptop equipped with a standard operating system and a standard web browser.
8. The Newsletter service is free of charge.
9. Emails as part of the Newsletter will be sent on an irregular basis and at the Service Provider's discretion, as well as in connection with the introduction of new services, products, or information related to the Service Provider's business.
10. Any person may use the Service by entering their email address in the dedicated form on the website at <https://abramovichatelier.com/pl/> and then clicking the "Subscribe" button or a button with a similar meaning. Clicking the indicated button constitutes explicit consent to the sending of commercial information to the email address provided by the Service Recipient. The Service Recipient will then receive an email containing a link to confirm registration. Confirmation of registration by the interested party constitutes the conclusion of a contract between them and the Service Provider for the use of the service under the terms and conditions set forth in these Terms and Conditions. Once registration is confirmed, the Newsletter service will be activated.
11. Users of the Newsletter service are required to refrain from providing unlawful content, particularly with regard to disclosing the personal data of others without the consent of the individuals concerned.
12. Messages sent as part of the Newsletter service constitute works within the meaning of copyright law and are subject to the protection provided by law. Any copying, modification, or use contrary to the intended purpose, including for commercial purposes or without the Service Provider's consent, constitutes a violation of the law.
13. The Service Provider may suspend or terminate the Newsletter service at any time, after notifying subscribers via the email addresses they provided.
14. The Service Provider has the right to remove from its database any incorrect or non-existent email address provided by a person filling out the form.
15. The processing of personal data of individuals subscribed to the Newsletter is described in the Privacy Policy available in the Online Store in the website footer.

§12 TERMS OF USE OF THE ONLINE STORE

1. The Customer may use the Online Store solely for personal use. It is prohibited to use the resources and functions of the Online Store for the purpose of conducting commercial activities or activities that would harm the Seller's interests.
2. The Customer is obligated to use the Online Store in accordance with these Terms and Conditions, applicable laws, and generally accepted standards of conduct.
3. When using the Store, it is prohibited to provide information of an unlawful nature; in particular, it is prohibited to:

- a. abusing electronic communication means in a manner that causes instability or overload of the ICT systems directly or indirectly involved in operating the Online Store, providing services, or using the content available in the Online Store,
 - b. publishing, distributing, or copying any content, logos, materials, or information to which the Seller holds exclusive property rights,
 - c. providing and transmitting content prohibited by law, in particular within the Order form and private messages,
 - d. distributing and posting unsolicited commercial information within the Store,
 - e. using the Store in a manner that disrupts its operation,
 - f. providing any data or content of an unlawful nature, including data that does not correspond to the facts,
 - g. using any content posted on the Store's websites for purposes other than personal use.
4. The Seller shall not be liable for any damages incurred by the Customer in connection with online risks, such as password theft by third parties, system hacking, or system infection by viruses.
 5. All data provided by the Customer while using the Services or the Online Store must be truthful. The Customer bears full responsibility for providing untruthful data.
 6. The Seller hereby informs that all trademarks (logos, brand names, etc.), graphic materials, and photos posted on the Store's websites are subject to legal protection and are used by the Store solely for the Customer's informational purposes.
 7. All names of products offered for sale by the Store are used for identification purposes and may be protected and registered under the provisions of the Industrial Property Law Act.
 8. The Store contains content protected by intellectual property law, in particular works protected by copyright (content posted on the Store, graphic layout, graphics, photos, etc.). Customers and visitors to the Store agree to respect the intellectual property rights (including copyrights and industrial property rights such as those arising from trademark registrations) held by the Seller and third parties. A Store customer or a visitor to the Store's website bears sole responsibility for failure to comply with the provisions of this section

§13 CUSTOMER ACCOUNT

1. Creating a Customer Account is entirely voluntary and at the Customer's discretion. However, the purchase of certain Products may require the creation of a Customer Account.
2. A Customer Account provides the Customer with additional features, such as: viewing the history of Orders placed by the Customer in the Store, accessing information about Products and placed Orders, checking the Order status, or editing the Customer's data independently.

3. To create a Customer Account, you must complete the appropriate form in the Online Store.
4. Upon creation of the Customer Account, an agreement is entered into for an indefinite period between the Customer and the Seller regarding the maintenance of the Customer Account in accordance with the terms set forth in these Terms and Conditions.
5. Upon creation of the Customer Account, the Service Provider sends the Customer an email to the address provided in the form, confirming the creation of the Customer Account along with the attached Terms and Conditions of the website in PDF format.
6. The Customer may cancel the Customer Account at any time without incurring any costs.
7. The Customer may, at any time and at no cost, delete the Account via the Account management panel or by sending a request to the Seller at the email address: shop@abramovichjewelry.com , which will result in the deletion of the Account and the termination of the agreement regarding its maintenance, no later than within 7 days of submitting the request to the Seller. In some cases, deleting the Customer's Account may result in the loss of access to purchased Products.
8. If the Seller wishes to terminate the contract for the provision of electronic services regarding the Account, it will notify the Customer at the email address provided by the Customer during registration, at least 14 days prior to the planned date of deletion of the Customer's Account.
9. Deleting the Customer Account will not result in the deletion of information regarding Orders placed using the Customer Account; the Seller will retain this information until the statute of limitations expires for claims arising from the contract concluded through the Online Store or for the entire duration of the Online Store's operation, unless the Customer objects to the retention of this information beforehand, and the Seller has no overriding interest in retaining it.

§14 TECHNICAL REQUIREMENTS

1. To use the Online Store website, purchase Products, enter into Sales Agreements, and use services provided electronically through the Store, the following technical requirements must be met:
 - a. possession of an active email account,
 - b. access to a device with a properly configured and up-to-date web browser capable of viewing web pages, including support for cookies and JavaScript, as well as email functionality,
 - c. the latest version of Adobe Flash Player correctly installed on the device referred to in point b.,
 - d. access to and connection with the Internet (all associated costs are borne by the Customer),
 - e. creation of a Customer Account (if required by the Product description).

2. The Seller is not liable for incidents resulting from the Customer's failure to comply with the technical requirements set forth in the Terms and Conditions or in the description of a given Product, which are necessary for the Product to function properly with the Customer's IT system.
3. The Seller informs that it makes every effort to ensure that the use of the Online Store and the services provided electronically is possible at on all popular types of operating systems and web browsers; however, it reserves the right to state that, for technical reasons, difficulties may occasionally arise in using the Online Store, the services offered, and the Newsletter.
4. In the event of problems accessing a purchased Product or using the Store, the Customer may contact the Seller via email at: shop@abramovichjewelry.com.
5. The Seller provides technical measures to prevent the collection, modification, or distortion of personal data and information by Customers and by unauthorized third parties.
6. Use of the Online Store takes place via the publicly accessible Internet, which by its very nature does not guarantee the reliability or confidentiality of communication between the Customer and the Seller, including with respect to the content of transmitted information and the confidentiality of the Customer's data. The protection of the Customer's personal data is carried out in accordance with the principles set forth in the Privacy Policy available on the Store's website.
7. The Seller declares that it never sends requests for the Customer's password via email.
8. The Seller makes every effort to ensure the Store's continuous and full availability at all times.

§15 PERSONAL DATA

1. The Seller, hereinafter referred to as the Administrator, is the administrator of the personal data provided by the Customer.
2. The Controller undertakes to protect personal data in accordance with the Act of May 10, 2018 on the protection of personal data and with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the so-called GDPR), as well as in accordance with the principles set forth in the Seller's Privacy Policy, available on the Store's website.
3. When placing an Order, the Customer provides their personal data to be processed by the Controller for the purpose of fulfilling the Order. The Customer may at any time view, correct, update, and delete their personal data, as well as exercise other rights arising from the Privacy Policy.
4. Detailed rules regarding the collection, processing, and storage of personal data used by the Seller to fulfill Orders, as well as rules regarding the collection of

cookies, are described in the Privacy Policy, which is available on the Store's website under the "Privacy Policy" tab.

§16 PRODUCT REVIEWS AND THEIR VERIFICATION

1. The Seller allows its Customers to submit and access reviews of Products in accordance with the rules set forth in this section of the Terms and Conditions.
2. Reviews may only be posted by Customers who have actually purchased the Seller's Products.
3. Reviews may be posted and submitted to the Seller via:
 - a. An email message from a Customer who has reviewed a purchased Product,
 - b. A private message sent by a Customer who purchased a Product from the Seller via a social media account (e.g., Facebook, Instagram),
 - c. Posting a review using the feature available in the Customer Account,
4. Reviews may be shared directly on the Online Store (e.g., next to a specific Product or in the "Reviews" tab or section, if such a tab is created).
5. A review may only be posted for Products actually purchased from the Seller and by the Customer who made the purchase of the reviewed Product. It is prohibited to enter into fictitious or sham Agreements for the purpose of posting a review of a Product.
6. The posting of reviews by Customers may not be used for unlawful activities, in particular for acts constituting unfair competition, or for activities infringing upon personal rights, intellectual property rights, or other rights of the Seller or third parties. When posting a review, the Customer is obligated to act in accordance with the law, these Terms and Conditions, and good customs.
7. The Seller ensures that published reviews of Products come from its Customers who have purchased the Product in question. To this end, the Seller takes the following steps to verify that reviews come from its Customers:
 - a. The submitted review is published only after prior verification by the Seller. Verification involves checking the review's compliance with these Terms and Conditions, specifically verifying whether the reviewer purchased the Product in question. Verification takes place without undue delay, prior to publication, based on a check of the first name, last name, email address, social media username (if the review was submitted via a social media account), and the fact of purchasing the Product as well as its type,

- b. In the event of the Seller's doubts or objections raised with the Seller by other Customers or third parties regarding whether a given review originates from a Customer or whether a given Customer purchased the Product in question, the Seller reserves the right to contact the author of the review to clarify and confirm that they are indeed a Customer of the Seller or that they purchased the reviewed Product.
8. Any comments, appeals regarding review verification, or objections as to whether a given review comes from a Customer or whether a given Customer purchased the Product in question may be submitted via email to: matiere47@gmail.com
9. The Seller has the right to respond to posted reviews and provide a publicly visible reply, especially when a review is ambiguous, unclear, controversial, or requires clarification.
10. The Seller does not post or commission another person to post false Customer reviews or recommendations, nor does the Seller distort Customer reviews or recommendations for the purpose of promoting its Products.

§17 FINAL PROVISIONS

1. These Terms and Conditions and all agreements entered into with the Seller are governed by Polish law.
2. Each Order placed in the Store constitutes a separate agreement and requires separate acceptance of the Terms and Conditions. The agreement is concluded for the duration and purpose of fulfilling the Order.
3. The Seller reserves the right to introduce and withdraw offers and to change the prices of Products in the Store without prejudice to the rights acquired by the Customer, including, in particular, the terms of agreements concluded prior to the change.
4. In the event of a dispute with a Customer who is not a Consumer, the competent court shall be the court having jurisdiction over the Seller's registered office.
5. None of the provisions of these Terms and Conditions excludes or in any way limits the rights of a Consumer or an Entrepreneur with consumer rights arising from the provisions of law.
6. The Seller reserves the right to amend these Terms and Conditions as a result of changes in the law or the Seller's business operations (justified amendments), provided that the version of the Terms and Conditions in effect at the time of conclusion of the Sales Agreement shall apply to Sales Agreements concluded prior to such amendment. The Customer will be notified of changes to the Terms and Conditions via email, in a timely manner allowing them to review the content before it takes effect.
7. The new Terms and Conditions take effect on the date of their publication in the Store.
8. These Terms and Conditions are effective as of: May 5, 2026

