

Online store regulations

Section 1

Preliminary provisions

1. The TokLok Online Store, available at the website www.tok-lok.com, is run by REIBA LTD with its headquarters in Larnaca, Cyprus, Tax ID CY10420745H.
2. These Regulations are aimed mainly at Consumers, as well as at Entrepreneurs using the Store, and define the rules of use of the Online Store and the rules for and manner of concluding Distance Sales Contracts with Customers remotely via the Store.

Section 2

Definitions

1. Consumer – a natural person concluding a contract with the Seller as part of the Store, the subject of which is not related directly to their economic or professional activities.
2. Seller – TIC REIBA LTD with its headquarters in Larnaca at Agias Phaneromenis 143, post code 6057, Tax ID CY10420745H.
3. Customer – any entity making a purchase via the Store.
4. Entrepreneur – a natural person, legal person or organisational unit without legal personality, to which a separate act grants legal capacity, conducting economic activity on their own behalf, who is using the Store.
5. Store – the online store run by the Seller at the internet address www.tok-lok.com.
6. Distance contract – a contract concluded with a Customer as part of an organised distance contract conclusion system (as part of the Store), without the simultaneous physical presence of the parties, with the exclusive use of one or more means of distance communication up to and including the conclusion of the contract.
7. Regulations – these Store regulations.
8. Order – a Customer's declaration of will submitted via the Order Form and aimed directly at the conclusion of a Contract for the Sale of a Product/Products with the Seller.
9. Account – a customer account in the Store that collects data provided by the Customer and information about the Orders they have placed in the Store.
10. Registration form – a form available in the Store enabling the creation of an Account.
11. Order form – an interactive form available in the Store enabling an Order to be placed, in particular by adding Products to the Cart and specifying the terms of the Sales Contract, including the delivery and payment methods.
12. Product – a movable item/service that is the subject

of the Sales Contract between the Customer and the Seller.

13. Sales Contract – a sales contract for a Product being concluded or concluded between a Customer and the Seller via the Online Store. The Sales Contract is also understood to mean – according to the characteristics of the Product – a contract for the provision of services and a contract for specific work.

Section 3 Contacting the Store

1. Seller's address: Agias Phaneromenis 143 Patsia F201 Larnaca, Cyprus.
2. Seller's e-mail address: support@reiba.com.cy
3. Seller's phone number: +48 660 757 902.
4. Seller's bank account number: GB26EMFG00992100125801.
5. A Customer may contact the Seller via the addresses and telephone numbers provided in this section.
6. A Customer may contact the Seller via telephone between 9:00 am and 5:00 pm, Monday to Friday.

Section 4 Technical requirements

A Customer needs the following to use the Store, including to browse the Store's range and place orders for Products:

- An end device with internet access and an internet browser such as Google Chrome, Mozilla Firefox, Microsoft Edge, Opera, Safari, App Store, or Google Play.
- An active electronic mail (e-mail) account.
- Enabled cookies.

Section 5 General information

1. The Seller, to the fullest extent permitted by law, shall not be liable for any disruptions, including interruptions in the functioning of the Store, caused by force majeure, unlawful actions of third parties or the incompatibility of the Online Store with the Customer's technical infrastructure.
2. A customer does not need an account to browse the Store's offer. A Customer can only place orders for Products in the Store's offer if they have created an Account as per the provisions of Section 6 of the Regulations or by providing the necessary personal and address data enabling the Order to be fulfilled without creating an Account.
3. The prices listed in the Store are in Polish zlotys and are gross prices (they include VAT).
4. The final amount to be paid by the Customer consists of the Product price.

5. In the event of a contract for a subscription or for the provision of services for an indefinite period, the final price is the total price, which covers all the payments for the billing period.
6. If the nature of the Object of the Contract does not allow a reasonable prior calculation of the final price, information on the method in which the price will be calculated, as well as about transport, delivery, postal services fees and other costs shall be provided by the Store in the Product description.

Section 6 Creating an Account in the Store

1. To create an Account in the Store, a Customer must complete the Registration Form. They must provide the following data: telephone number.
2. Creating an Account in the Store is free of charge.
3. To log in to the Account, a Customer must provide their telephone number, password and personalised usernames provided in the Registration Form.
4. A Customer may, at any time without giving a reason and without incurring any costs, delete the Account by sending an appropriate request to the Seller, in particular, via electronic mail or in writing to the addresses provided in Section 3.

Section 7 Rules for placing an Order

To place an Order, please:

1. Select the Product that is the subject of the Order, and then click "Select" (or equivalent).
2. Enter the data required to place the order – the telephone number preceded by the country code is mandatory.
3. Click "Pay for order" and pay for the order in accordance with the instructions that will appear,
4. Choose one of the available payment methods and depending on the payment method, pay for the order within the specified time, subject to Section 8(X)

Section 8 Delivery and payment methods available

1. The Customer may use the following delivery or pick-up methods for the Product ordered:
 - using the link send via SMS, download app from the relevant store with applications such as App Store or Google Play.
2. The Customer may use the following payment methods:
 - Payment via transfer to the Seller's account.
 - Payment with a payment card via Tpay ("the Payment Processor") after providing card details, i.e. name, surname

card number, expiry date and security code. By clicking "Save", the user agrees for the payment for the purchased plan to be charged. In this moment, the card details are transferred to the Payment Processor, and the transaction is carried out under an agreement between the Store and the Processor.

- Payment via BLIK.

3. Billing period – payment for using the company's product – the TokLok application – is made in accordance with the payment date provided in the control panel (<https://panel.tok-lok.com/>) after logging in. The amount of the billing period depends on the selected subscription package on the tok-lok.com website or via the control panel. If the contract commenced on a day that falls outside of the days of the given month, the billing period may change. The payment date is visible on the control panel in the Workspace and Payments tabs.
4. The user is liable for all amounts due that could not be charged due to insufficient funds on the payment card, the expiry date of the chosen Payment Method lapsing, or other reasons, and if the user does not cancel the subscription (membership). In this situation, the Store has the right to limit the functionalities available to the user in the application – to block actions such as sending messages, the option of changing the plan, and administrative activities until the membership fee is paid.
5. The Store does not store the details of the payment card used for payment. Only the last four digits are the ID of the Payment Method provided by the Buyer.
6. The Buyer can view processed payments in the control panel in the "Payment Details" tab.
7. Updating the Payment Method – the user may update the payment method by logging in to the control panel <https://panel.tok-lok.com/>, going to the "Payments" tab, and then selecting the "Edit" option. After updating the payment method, the user authorises the Store to charge membership fees in accordance with the payment schedule visible in the control panel.
8. Changes to prices and subscription plans – REIBA LTD may periodically introduce changes to subscription plans and prices for services; however, such a change in price or the subscription plan may not occur earlier than 30 days after the user being sent a notification about such change. The notification may be sent in the form of a push notification in the TokLok application, via the control panel after logging in, or via e-mail.

Section 9 Performance of the sales contract

1. The conclusion of the Sales Contract between the Customer and the Seller occurs after the Customer first places an Order via the Order Form in the Online Store at www.tok-lok.com or via the control panel at <https://panel.tok-lok.com/workspaces> in accordance with Section 7 of the Regulations.
2. After an Order is placed, the Seller immediately confirms its receipt, and accepts the Order for processing. Order receipt and confirmation and its acceptance for processing occurs by the Seller sending the Customer a relevant SMS to the Customer's telephone number provided during Order placement.

Section 10 Right to withdraw from the contract

1. The consumer may within 14 days withdraw from the Sales Contract without providing a reason. If the free Product use period (i.e. seven days from order placement), expires within this time, the 14-day period starts upon the placement of the order.
2. The time period outlined in paragraph 1 starts upon the delivery of an SMS with a link to download the application, or upon the download of the TokLok application from the App Store or Google Play and registration for the free subscription period.
3. In the event of a Contract that covers many Products that are provided separately, in batches or in parts, the time period specified in paragraph 1 starts upon the delivery of the final item, batch or part.
4. In the event of a Contract that involves the regular delivery of Products for a specified period of time (subscription), the time period specified in paragraph 1 starts upon the receipt of the first item.
5. The consumer may withdraw from the Contract by submitting to the Seller a statement on withdrawal from the Contract to the e-mail address specified in Section 3. To fall within the deadline for withdrawal from the Contract, the Consumer needs to send the statement before this deadline.

Section 11 Complaints and warranty

1. Please send complaints in writing or electronically to the Seller's addresses provided in these Regulations.

Section 12 Out-of-court ways of dealing with complaint handling and redress

1. Detailed information about the possibility of the Consumer using out-of-court ways of complaint handling and redress as well as the rules for access to these procedures are available at the registered offices and on the websites of powiat (municipal) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, Voivodship Inspectorates of Trade Inspection and at the following website addresses of the Office of Competition and Consumer Protection:
http://www.uokik.gov.pl/spory_konsumenckie.php;
http://www.uokik.gov.pl/sprawy_indywidualne.php; and
http://www.uokik.gov.pl/wazne_adresy.php.
2. The Consumer has the following possible options for using out-of-court procedures for the handling of complaints and redress:
 - The consumer may apply to a permanent consumer arbitration court, as referred to in Article 37 of the Polish Act of 15 December 2000 on the Trade Inspection (Polish Journal of Laws of 2014, item 148, as amended) with a request to settle a dispute arising from the Contract concluded with the Seller.
 - The Consumer may apply to the voivodship Trade Inspection inspector pursuant to Article 36 of the Polish Act of 15 December 2000 on the Trade Inspection (Polish Journal of Laws of 2014, item 148, as amended) with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Consumer and the Seller.
 - The Consumer may obtain free assistance regarding the resolution of the dispute between them and the Seller, also taking advantage of the free assistance of the powiat (municipal) consumer ombudsman or social organisation whose statutory tasks include consumer protection (including Federacja Konsumentów (the Consumer Federation) and Stowarzyszenie Konsumentów Polskich (Association of Polish Consumers)).

Section 13

Personal data in the Online Store

1. The controller of Customers' personal data collected via the Online Store is the Seller.
2. Customers' personal data collected by the controller via the Online Store are collected for the purpose of performing the Sales Contract, and if the Customer expresses consent, also for marketing purposes.
3. The recipients of the Online Store's Customers' personal data may be:
 - In the case of a Customer who in the Online Store uses a delivery method via post or courier, the Controller provides the Customer's collected personal data to the selected carrier or intermediary performing the delivery at the request of the Controller.
 - In the case of a Customer who in the Online Store uses the method of electronic payment or payment using a payment card, the Controller provides the Customer's collected personal data to the selected entity servicing the above payments in the Online Store.
4. The Customer has the right to access their data and to correct them.

5. The provision of personal data is voluntary; however, failure to provide the personal data specified in the Regulations that are necessary for the conclusion of the Sales Contract will mean that this contract cannot be concluded.

Section 14 Final provisions

1. Contracts concluded by the Online Store are concluded in Polish.
2. The Seller reserves the right to make changes to the Regulations for important reasons, i.e. changes to legal provisions, changes to payment and delivery methods – within the scope that these changes affect the performance of the provisions of these Regulations. The Seller shall inform the Customer about each change with at least seven days' notice.
3. In matters not governed in these Regulations, the generally applicable provisions of Polish law shall apply, in particular: the Polish Civil Code, the Polish Act on the Provision of Electronic Services, the Polish Act on Consumer Rights, and the Polish Act on Personal Data Protection.
4. The Customer may use out-of-court ways of dealing with complaint handling and redress. For this purpose, they may lodge a complaint via the EU online platform ODR available at: <http://ec.europa.eu/consumers/odr/>.