

REGULATIONS OF THE LEAN IDEA ONLINE STORE (hereinafter referred to as the "Regulations")

These Regulations define the rights and obligations of customers of the online store <https://leanidea.pl/sklep/> and the rules of its operation.

The owner and administrator of the online store <https://leanidea.pl/sklep/> is Alicja Domachowska running a business under the name Lean Idea Alicja Domachowska with its registered office in Gdańsk, ul. Cyprysowa 11 (80-175 Gdańsk), NIP: 9570367535, REGON: 220807471

§1. Definitions

1. **Consumer** – a consumer within the meaning of art. 221 of the Civil Code, as well as a natural person concluding a contract directly related to its business activity, when the content of this contract shows that it does not have a professional nature for that person, resulting in particular from the subject of its business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity,
2. **Seller** – Alicja Domachowska running a business under the company Lean Idea Alicja Domachowska with its registered office in Gdańsk, ul. Cyprysowa 11 (80-175 Gdańsk), NIP: 9570367535, REGON: 220807471,
3. **Customer** – any entity making purchases via the Store,
4. **Entrepreneur** – a natural person, a legal person and an organizational unit that is not a legal person, to which a separate act grants legal capacity, conducting business activity on its own behalf, which uses the Store,
5. **Store** – an online store run by the Seller at the Internet address <https://leanidea.pl/sklep/>,
6. **Distance contract** – a contract concluded with the Customer as part of an organized system for concluding distance contracts (as part of the Store), without the simultaneous physical presence of the parties, with the sole use of one or more means of distance communication until the conclusion of the contract, inclusive in accordance with article 4 points 1 and 2 of the Act of 30 May 2014 on consumer rights,
7. **Training service** – certified training taking place in real time at a specified date, being in the Seller's current offer, conducted in stationary or remote mode (webinar),
8. **Digital content** – data generated and delivered in digital form not delivered on a tangible medium (e.g. online training) with the possibility of its repeated reproduction,
9. **Digital service** – a service that allows the consumer to: a. generation, processing, storage or access to data in digital form, b. sharing data in digital form that has been sent or generated by the consumer or other users of this service, c. other forms of interaction using data in digital form,

10. **Regulations** – these Regulations of the Store,
11. **Order** – Customer's declaration of will submitted via the Order Form and aimed directly at concluding a contract for the purchase of a Training Service, Digital Content or a contract for the provision of digital services (if applicable),
12. **Order form** – an interactive form available in the Store that allows you to place an Order, in particular by adding a Training Service, Digital Content or digital service (if applicable) to the Basket and specifying the method of payment,
13. **Account** – a customer account in the Store, it collects data indicated by the Customer and information about Orders placed by him in the Store,
14. **Registration form** – a form available in the Store that allows you to create an Account,
15. **Basket** – a list of Training Services, Content or digital services made of products offered in the Store based on the Customer's choices,
16. **Sales Agreement** – an agreement for the purchase of a Training Service or Digital Content concluded between the Customer and the Seller via the Online Store.

§2. Preliminary provisions, terms of using the Store

1. Through the Store, the Seller sells Training Services and provides the Customers with an electronic service consisting in enabling the Customer to conclude a contract with the Seller for the provision of digital content in the form of e.g. online training.
2. The technical requirement to use the Online Store is to have a computer or other electronic device with access to a web browser and Internet access.
3. Browsing the Store's offer does not require creating an Account. Placing orders by the Customer is possible either after setting up an Account in accordance with the provisions of § 4 of the Regulations or by providing the necessary personal and address data enabling the execution of the Order without creating an Account.
4. To set up an Account in the Store, you must complete the Registration Form. It is necessary to provide the following data: name, surname, e-mail address, delivery address, telephone number.
5. Setting up an Account in the Store is free.
6. Logging into the Account is done by entering the login and password set in the Registration Form.
7. The Customer may at any time, without giving a reason and without incurring any fees, delete the Account by sending an appropriate request to the Seller, in particular via e-mail or in writing to the addresses provided in § 2.
8. The Seller reserves the right to introduce additional restrictions on the use of the Customer Account, including deleting the Customer Account, in the event of a gross violation of the Regulations by the Customer or an attempt to act to the detriment of the Seller.

§3. Contact with the Store

1. Seller's address: ul. Cyprysowa 11, 80-175 Gdańsk
2. Seller's e-mail address: leanidea@leanidea.pl
3. Seller's telephone number: 607864985
4. The Customer may communicate with the Seller using the addresses and telephone numbers provided in this paragraph.
5. The Customer may communicate with the Seller by phone between 8am and 6pm

§4. Rules for placing an Order

1. In order to place an Order, you must:
 - a) select the Training Service / Digital Content or digital service (if applicable) being the subject of the Order, and then click the "Add to basket" button;
 - b) fill out the order form by entering the details of the recipient of the Order and the address, enter the invoice details if they are different from the details of the recipient of the Order,
 - c) choose one of the available payment methods,
 - d) click the "Buy and pay" button,
 - e) pay for the order within the specified period.

§5. Payments

1. The customer may use the following payment methods: a. fast online payment via cooperating online payment providers; b. bank transfer to the Seller's account number 47 1140 2017 0000 4202 1004 3281
2. Detailed rules for the use of payment methods provided by external providers are set out in the relevant regulations provided by these providers.
3. The prices given in the Store are given in Polish zlotys and are gross prices (including VAT).

§6. Performance of the sales contract, copyright

1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed and paid for the Order using the Order Form in the Online Store in accordance with § 4 of the Regulations.
2. After placing the Order, the Seller immediately confirms its receipt and at the same time accepts the Order for execution. Confirmation of receipt of the Order and its acceptance for implementation takes place by sending the appropriate e-mail to the Customer by the Seller to the Customer's e-mail address provided when placing the Order, which contains at least the Seller's statement on receipt of the Order and its acceptance for implementation and confirmation of the conclusion of the Sales Agreement. Upon receipt of the above e-mail by the Customer, a Sales Agreement is concluded between the Customer and the Seller.
3. Full access to the purchased Digital Content is activated immediately after the payment is credited to the Seller's bank account. The purchased Digital Content is made available to the Customer by being sent to the e-mail address indicated in the Order Form. In the case of the Training Service, its implementation takes

place on the date selected in the Order Form in accordance with the schedule indicated in the description in the Store.

4. Making the Digital Content available to the Customer is tantamount to starting the actual implementation of the Service.
5. The Digital Content purchased by the Customer and any materials made available to him as part of the implementation of the Training Services constitute a work that is the sole intellectual property of the Seller and is subject to legal protection in accordance with the Act of February 4, 1994 on copyright and related rights.
6. The Customer undertakes to use the purchased Digital Content and any materials made available to him as part of the implementation of the Training Services, only for his own use and not to make them available to third parties without the written consent of the Seller. In the event of a breach of the obligation referred to in the preceding sentence, the Seller may claim damages and other monetary benefits from the Customer for material and intangible losses resulting from this breach.

§7. Right of withdrawal

1. Pursuant to Art. 27 of the Act of 30 May 2014 on consumer rights, the Customer who is a Consumer has the right to withdraw from this contract without giving a reason within 14 days of concluding the Agreement.
2. The consumer may withdraw from the Agreement by submitting a declaration of withdrawal from the Agreement to the Seller. To meet the deadline for withdrawing from the Agreement, it is enough for the Consumer to send a statement before the expiry of this period.
3. The statement may be sent by traditional mail or electronically by sending the statement to the e-mail address. The statement may also be submitted on the form, the template of which is attached to the Act of 30 May 2014 on consumer rights, but it is not mandatory.
4. The consumer in accordance with art. 38 points 13 of the Act referred to in par. 1, there is no right to withdraw from the contract for the supply of digital content that is not recorded on a tangible medium, if the performance of the service began with the express consent of the Consumer before the deadline to withdraw from the contract and after informing him by the entrepreneur about the loss of the right to withdraw from the contract.
5. In the event of withdrawal from the contract for the provision of Digital Content or Digital Service, the Seller may prevent the Consumer from further use of Digital Content or Digital Service, in particular by preventing the Consumer from accessing Digital Content or Digital Service.
6. In the event of withdrawal from the Agreement for the supply of Digital Content or Digital Service, the Consumer is obliged to stop using this Digital Content or Digital Service and making it available to third parties.

§8. Complaints

1. A complaint for a defect of the Training Service/Digital Content or their non-compliance with the concluded Distance Sales Agreement may be submitted: a) in

writing to the address of the Seller's registered office or via e-mail. Please complete the complaint form on the website.

2. The notification should specify the defect which, in the opinion of the Consumer, the Training Service/Digital Content has, demands towards the Seller and, if possible, document the said defect. The seller is obliged to respond to the complaint within 14 days of its receipt. If he did not answer the above time, it is considered that the complaint has been accepted. The response to the complaint is provided by the Seller to the Consumer in writing or on a Durable Medium.
3. Detailed provisions regarding the complaint - digital content or service or a movable item that serves only as a carrier of digital content - purchased by the Customer under the Sales Agreement concluded with the Seller from January 1, 2023 are set out in the provisions of the Act on Consumer Rights in the wording applicable from on January 1, 2023, in particular art. 43h - 43q of the Consumer Rights Act. These provisions specify in particular the basis and scope of the Seller's liability towards the Consumer, in the event of non-compliance of the Training Service/Digital Content with the Sales Agreement.

§9. Personal data

1. The rules for the processing of personal data and the use of cookies are described in the Privacy Policy and the use of "cookies" available at https://leanidea.pl/wp-content/uploads/2023/03/polityka_aktywnosci.pdf

§10. Final Provisions

1. In matters not covered by these Regulations, generally applicable provisions of Polish law and other relevant provisions of generally applicable law shall apply.
2. The Seller reserves the right to amend the Regulations at any time and at its own discretion. The current Regulations are published on the Online Store Website and, at the Customer's request, may be delivered electronically to the indicated e-mail address.
3. The Seller agrees to submit any disputes arising in connection with the concluded Sales Agreements, including the delivery of digital content, through mediation proceedings. Details will be determined by the parties to the conflict.