

REGULATIONS
WEBSHOP
www.sklep.mbprint.pl

§ 1
Definitions

1. Account - a free-of-charge feature of the Store (service) regulated in these Terms and Conditions whereby the Orderer can set up his/her individual Account in the Store, where the data provided by the Orderer and information on the Orders placed by him/her in the Store are stored;
2. Orderer or Customer - any entity ordering from the Shop;
3. Shop - the online shop operated by the print shop at www.sklep.mbprint.pl;
4. Service provider - MB print Marcin Borowski, 5/29 Lewandowskiego Street, 70-237 Szczecin, NIP: 8513144062, REGON: 368295020;
5. Working days - weekdays from Monday to Friday, excluding public holidays in the Republic of Poland;
6. Delivery - delivery of the prints specified in the order by the Service Provider to the Ordering Party via the Supplier;
7. Supplier - the courier company cooperating with the Service Provider;
8. Goods - the products presented by the Service Provider via the Shop, which may be the subject of a printing service;
9. Contract - a contract for the provision of printing services concluded at a distance under the terms and conditions specified in the Terms and Conditions, between the Purchaser and the Service Provider;
10. Order - the declaration of will of the Orderer made by means of the Order form and aimed directly at concluding a Contract with the Service Provider;
11. Registration Form - a form available in the Store to create an Account;
12. Basket - an element of the Shop's software in which the Goods selected by the Customer are visible, as well as the possibility of determining and modifying the Order data;
13. Terms and Conditions - these rules and regulations of the Shop.

§ 2
Contact with the service provider

1. Postal address: MB print Marcin Borowski, ul. Lewandowskiego 5/29, 70-237 Szczecin, Poland.

2. Email address: info@mbprint.pl.
3. Telephone number: 884 437 734

§ 3

General provisions and use of the Shop

1. All rights to the Shop, including property copyrights, intellectual property rights, as well as rights to the designs, forms and logos placed in the Shop (with the exception of logos and photographs presented in the Shop for the presentation of goods, the copyrights to which belong to third parties) belong to the Service Provider.
2. The Service Provider shall make every effort to ensure that use of the Shop is possible for Internet users using all popular Internet browsers, operating systems, device types and Internet connection types.
3. The Service Provider uses the mechanism of "Cookies" files (cookies), which are stored on the Orderer's terminal equipment while using the Shop website. The use of "Cookies" is aimed at the proper operation of the Shop. This mechanism does not damage the Ordering Party's terminal equipment and does not cause any configuration changes to such equipment. Cookies are used for statistical and marketing purposes as well as to provide the functions of the website. Using the appropriate function of your browser, you can delete cookies at any time and also block their use in the future. To find out how to manage cookies, please consult the help file of your browser. This information can be consulted by pressing the F1 key in your browser. If you do not disable cookies, this means that you consent to their use.
4. In order to place an Order in the Shop and to use the services available on the Shop's website, it is necessary to have an Account.
5. It is prohibited for the Orderer to provide unlawful content and to use the Shop in a manner that is unlawful or infringes on the personal rights of third parties. It is not permissible to use the resources and functions of the Shop for the purpose of carrying out activities that are detrimental to the interests of the Service Provider.

§ 4

Registration

1. In order to create an Account, the Orderer is required to register free of charge. Registration is necessary for placing an Order in the Shop. Registration is made by completing the Registration Form made available on the Shop's website.
2. When registering, the Ordering Party has the opportunity to read and accept the Terms and Conditions. The Orderer may also voluntarily consent to the processing of his/her personal data for marketing purposes. Consent to the processing of data for marketing purposes does not condition access to the Account service. Consent may be withdrawn at any time by submitting an appropriate statement to the Service Provider.
3. After submitting the completed Registration Form, the Orderer shall receive a confirmation of registration by e-mail (to the e-mail address provided in the Form). At this point in time, the contract for electronic provision of the Account service is concluded and the Ordering Party is given the opportunity to access their Account and make changes to the data provided, with the exception of their login.

§ 5

Procurement

1. The information contained in the Shop does not constitute an offer by the Service Provider within the meaning of the Civil Code, but only an invitation by the Service Provider to make an offer to conclude a Contract.
2. The Purchaser can place Orders in the Shop 7 days a week, 24 hours a day.
3. The Orderer places an Order via the Shop's website, selecting the Goods in which he or she is interested, specifying their printing specifications and selecting the "Add to basket" command. Once the Order has been completed in its entirety in the Basket, the Orderer chooses the method of Delivery and the form of payment and places the Order by clicking on the "Order with obligation to pay" button. Each time, the Ordering Party is informed of the total price of the selected Goods and Delivery, as well as of all the additional costs he or she must pay in connection with the conclusion of the Contract.
4. Placing an Order constitutes an offer by the Ordering Party to the Service Provider of a Contract for the Goods which are the subject of the Order. After the Order has been placed, the Ordering Party shall receive by e-mail a confirmation of the new Order.
5. The Service Provider shall send information to the e-mail address provided by the Ordering Party that the Order has been accepted for execution. This information is the Service Provider's statement of acceptance of the offer referred to in §5(4) and upon its receipt by the Ordering Party the Contract with the Ordering Party is concluded.
6. A VAT invoice for the order will only be issued if the VAT number is entered in the Ordering Party's details when the Order is placed.

§ 6

Payments

1. The prices of the Goods displayed in the Shop are gross prices and do not include information on delivery costs or other additional costs.
2. The Purchaser may choose the following forms of payment for the Order:
 - 2.1. Bank transfer - to the Service Provider's bank account (processing of the Order will commence once the funds have been received in the Service Provider's bank account);
 - 2.2. Payment card or bank transfer through an external payment system - www.tpay.com, operated by the company Krajowy Integrator Płatności S.A. with its registered seat in Poznań (the execution of the Order shall commence after receiving information from the system www.tpay.com that the payment has been credited);
 - 2.3. Payment card or bank transfer via an external payment system operated by Autopay S.A. (Order processing will commence upon receipt of information from the Autopay system that the payment has been credited);

- 2.4. Payment card or bank transfer through an external payment system operated by PayPro S.A. (Order processing will commence after receiving information from the Przelewy24 system that the payment has been credited);
3. The Ordering Party is informed on the Shop's website of the deadline by which he is obliged to make payment for the Order. In the event that the Customer defaults on payment, the Service Provider will send the Ordering Party an additional reminder to make payment by e-mail. In the event that the 14-day deadline for payment expires without effect, the Order is cancelled automatically.
4. Card payment methods available: Visa, Visa Electron, Mastercard, MasterCard Electronic, Maestro.
5. Order processing time is calculated from the time of positive payment authorisation.

§ 7

General Terms and Conditions

1. To the extent not covered by these Terms and Conditions, the General Terms and Conditions available at this address https://mbprint.pl/files/MBprint_OWU.pdf shall apply.

§ 8

Services free of charge

1. The Service Provider provides through the Shop free of charge services for maintaining an Account.
2. The above services are provided 7 days a week, 24 hours a day.
3. The service provider reserves the right to change the type, forms, time and manner in which access to the aforementioned services is granted.
4. The Account service is available after registration under the terms described in the Rules and Regulations and consists in providing the Customer with a dedicated panel in the Store, enabling him/her to modify his/her personal data, as well as to track the fulfilment of Orders and the history of past Orders. A Customer who has registered may request the deletion of an Account, and if such a request is made, the Account may be deleted within 14 days of the request.
5. The Service Provider is entitled to block access to the Account and free services in the event of the Client's acting to the detriment of the Service Provider or other Clients, the Client's violation of the law or the provisions of the Terms and Conditions, as well as when blocking access is justified for security reasons - in particular by the Client's breaking the security of the Shop's website or other hacking activities. Blocking access for the aforementioned reasons lasts for the period necessary to resolve the issues forming the basis for the blocking. The Service Provider shall notify the Customer of the blocking of access to selected services electronically.

§ 9

Termination of a contract (not applicable to Contracts)

1. Both the Ordering Party and the Service Provider may terminate the contract for the provision of electronic services at any time and without giving reasons, subject to the preservation of the rights acquired by the other party prior to the termination of the aforementioned contract and the provisions below.
2. The Client who has registered terminates the contract for the provision of electronic services by sending the Service Provider an appropriate declaration of intent, using any means of remote communication.
3. The Service Provider shall terminate the contract for the provision of electronic services by sending an appropriate declaration of intent to the Ordering Party at the e-mail address provided during registration.
4. In the event that a refund is required for a transaction made by a customer with a payment card, the seller will make the refund to the bank account assigned to the customer's payment card.

§ 10

Final provisions

1. The content of these Terms and Conditions may be recorded by printing, saving to a medium or downloading from the Shop's website.
2. If a dispute arises under the concluded Contract, the parties will seek to resolve the matter amicably. Each Customer may make use of out-of-court means of dealing with complaints and claims.
3. The Service Provider reserves the right to amend these Terms and Conditions. All Orders accepted for execution shall be executed on the basis of the Terms and Conditions in force on the date the Order is placed by the Customer. The Service Provider shall inform the Customer of the change to the Terms and Conditions by e-mail. If the Customer does not accept the new content of the Terms and Conditions, the Customer is obliged to notify the Service Provider, which results in termination of the contract.
4. Matters not covered by these Terms and Conditions shall be governed by generally applicable provisions of Polish law, in particular: Civil Code; Act on Providing Services by Electronic Means; Act on Consumer Rights, Act on Personal Data Protection.
5. The regulations shall enter into force on 17.04.2025.



Szczecin, 22 October 2020.

GENERAL CONDITIONS OF CONTRACTS

I. GENERAL PROVISIONS

1. These General Terms and Conditions [hereinafter: **"GTCs"**], are general terms and conditions of contracts within the meaning of Article 384 § 1 of the Civil Code and constitute an integral part of all contracts for the provision of services concluded with customers by the entrepreneur Marcin Borowski conducting business activity under the firm "Marcin Borowski MB print" with its registered office in Szczecin, ul. Lewandowskiego 5/29, 70-237 Szczecin, NIP: 8513144062, REGON: 368295020 [hereinafter: **"MB PRINT"**].
2. The provisions of the T&Cs may only be amended or excluded from application in respect of a specific contract and only by the mutual declarations of the parties in writing.
3. In the event of any contradiction between the provisions of the T&Cs and an order, contract or any other document confirming the legal relationship between the parties, the provisions of these T&Cs shall prevail.
4. The provisions of the GTCs shall apply as soon as they have been delivered to the customer in any form, so that the customer may store and reproduce the GTCs in the ordinary course of business.

II. PLACING AN ORDER AND CONCLUDING A CONTRACT

1. A customer interested in concluding a contract shall make an enquiry by e-mail (e-mail: info@mbprint.pl), by telephone, by private message to MB PRINT's profile on the social network "Facebook" or by private message to MB PRINT's profile on the internet forum [hereinafter: **"Inquiry"**], which should include, in particular:
 - a) the transmission of a computer file or a link to a website where the computer file is located, the content of which is to be printed [hereinafter: **"Production File"**];
 - b) indication of the detailed specifications of the subject of the contract;
 - c) an indication of the deadline for performance of the contract.
2. The enquiry forms the basis for MB PRINT to prepare a quotation for the order [hereinafter: **"Valuation"**].



3. The conclusion of the contract is preceded by the customer placing an order based on the Quotation [hereinafter: **"Order"**]. The Order may be placed by e-mail.
4. By placing an Order, the customer declares that neither the provision of any material by the customer for the performance of the contract by MB PRINT nor the performance of the contract itself by MB PRINT infringes the rights of third parties, including in particular the copyright and related rights of third parties. The client thereby undertakes to indemnify MB PRINT in the event that third parties assert any claims against MB PRINT in this respect.
5. Within 7 days of the Order being placed, MB PRINT will verify the Order for compliance with the Request and Quotation and, in the event of compliance, will confirm to the customer that the Order has been placed, which is equivalent to the conclusion of a contract.

III. EXECUTION OF THE CONTRACT

1. The subject of the Contract will be made of MB PRINT materials. Right of selection MB PRINT is entitled to materials and solutions not specified in the Order.
2. The time limit for performance of the subject of the Order shall be specified in the Order. The time limit referred to in the preceding sentence shall commence upon payment of the remuneration referred to in item IV.2 below, or if the time limit is specified as a specific date, the time limit shall be extended accordingly.
3. Orders are sent to the customer by post or by a company providing similar services.
4. Due to the technological limitations of the production machines, the following deviations are permissible:
 - a) for double-sided printing, a front-to-back fit of up to 3 mm;
 - b) when cutting a sheet up to 2 mm;
 - c) for folding and creasing up to 1 mm;
 - d) with a colour match of up to 0.2 mm;
 - e) Colour $\Delta E < 10$ for ISO Coated v2 printing standard;
 - f) For cardboard die-cut parts, a front-to-back fit of up to 5 mm and a die-cutting accuracy of up to 3 mm relative to one side.
5. MB PRINT is responsible for the services provided if the Production Files are prepared in accordance with the guidelines sent in advance to the client.



IV. REMUNERATION

1. On account of performance of services covered by the Order, MB PRINT is entitled to salary w of determined by parties w Order [hereinafter: **"Remuneration"**].

2. The remuneration shall be payable in advance within 7 days from the date of conclusion of the agreement referred to in point II(5) above in non-cash form:

2.1. to MB PRINT's bank account number: **38 1140 2004 0000 3902 7709 3415** or

2.2. via the TPay payment gateway.

3. The date of payment of the Remuneration shall be the date on which MB PRINT's bank account is credited.

4. If the client fails to pay the Remuneration within the time limit referred to in paragraph 2 above, MB PRINT may withdraw from the concluded agreement through the sole fault of the client.

5. MB PRINT is an active VAT payer. In case of doubt, MB PRINT's quotation represents the net amount, which is increased by VAT at the applicable rate.

V. COMPLAINTS

1. The Customer may make a complaint about both the quantity and quality of the subject of the Order.

2. Complaints shall be submitted under pain of invalidity in the form of an e-mail to info@mbprint.pl within 7 days of receipt of the subject of the Order.

3. After reviewing the complaint within 7 days, MB PRINT will contact the customer to arrange and carry out verification of the subject of the Order. After verification of the Order, MB PRINT will either accept the complaint and set a deadline for correct performance of the subject matter of the Order or reject the complaint as unfounded.

4. The submission of a complaint does not affect the obligation to pay the Remuneration.

VI. CONFIDENTIALITY

1. MB PRINT and the client are obliged to keep all information concerning the other party confidential, in particular neither party may, without the consent of the



the other party to transmit or otherwise disclose to third parties any confidential information concerning the other party and obtained in the course of the performance of the Order.

2. Confidential information primarily includes personal data, financial, technical, technological, commercial, organisational and other information, the disclosure of which may have a significant impact on the operation of the party concerned.
3. The parties are obliged to take all necessary measures to the maintenance of information secrecy by the staff of each party.
4. The parties are entitled to disclose information to third parties about the very fact of the contract for marketing purposes.
5. The provisions of this chapter shall apply to the parties for the duration of the cooperation and for a period of three years from the date of its completion.

VII. FINAL PROVISIONS

1. The customer does not have the right to withdraw from a contract concluded off-premises or at a distance with regard to contracts in which the object of performance is a non-refabricated item, produced to the customer's specifications or serving to satisfy his or her individualised needs, pursuant to Article 38(3) of the Consumer Rights Act of 30 May 2014 (i.e. Journal of Laws of 2017, item 683, as amended).
2. In matters not regulated w T&C are applicable commonly applicable provisions of Polish law.
3. All disputes arising between the parties in connection with the conclusion or performance of the agreement shall be submitted by the parties to the materially competent common court in Szczecin.
4. The parties may not, without the written under pain of nullity consent of the other party transfer any rights and obligations under the contract to third parties.
5. Any changes and additions to the Order shall only be valid after their confirmation in documentary form, on pain of nullity, by both parties.
6. The T&Cs apply indefinitely to all Orders placed by customers.
MB PRINT from 22 October 2020.



Information on Personal Data

This notice serves to inform you of your personal data processed as part of the contract you have entered into with us and in preparation for entering into a contract with us, and of your rights in relation thereto.

1. Who is responsible for processing my personal data?

The controller of your personal data is:

Marcin Borowski conducting business activity under the name "MB print Marcin Borowski" with registered office in Szczecin, 5/29 Lewandowskiego Street, 70-237 Szczecin, NIP: 8513144062.

2. Who can I contact about my data?

With Marcin Borowski, through any customary means of communication, including electronic correspondence info@mbprint.pl

3. Where do these data come from?

We process personal data that we receive from you or collect in the performance of a contract between us.

4. What data are processed?

In particular, we process your personal information (e.g. name, address, contact details), payment details (our billing, your bank account number) and any other data you provide to us for the performance of our contract.

5. What are the purposes and legal grounds for processing my data?

Your personal data is processed in accordance with RODO*, and Polish data protection law:

- 1) for the performance of the contract (pursuant to Article 6(1)(b) of the RODO):
The processing of personal data is carried out in order to fulfil contractual obligations under our contract;
- 2) in order to comply with a legal obligation (pursuant to Article 6(1)(c) RODO):
The processing of personal data may be necessary to comply with legal obligations (e.g. information required by tax and accounting law).

6. Who receives my data?



In situations where the processing of your data is necessary for the performance of a contract, your data will be accessed by professional shippers and intermediaries in contracting with such shippers who will receive your data to the extent that it is necessary for the provision of their services, as well as our employees, duly instructed and bound to confidentiality, IT service providers. All these entities are contractually obliged to treat your data confidentially and only for the purpose of performing the services provided.

In the event of legal obligations, public authorities and institutions may receive your personal data to the extent required by law.

7. How long do you keep my data?

To the extent necessary, your data will be stored for the entire duration of the contract and thereafter for the periods required by law, in particular under civil law and tax law.

Your personal data, to the extent necessary, will be processed for up to 10 years since our cooperation ceased.

8. What powers do I have?

The data subject, within the scope of the RODO, is entitled to:

- 1) The right to withdraw consent at any time with effect for the future;
- 2) The right to access and receive a copy of your data;
- 3) The right to rectify (amend) your personal data;
- 4) The right to restrict the processing of personal data;
- 5) the right to erasure of personal data;
- 6) The right to object to processing;
- 7) The right to lodge a complaint with the President of UODO (at the address of the Office for the Protection of Personal Data, ul. Stawki 2, 00 - 193 Warsaw).

9. Do I have to provide my personal details?

In the context of a contractual relationship, you should provide us with the personal data necessary for the conclusion of the contract and its proper performance, as well as the data we need to collect in order to fulfil our legal obligations. If you do not provide us with this data, we will refuse to conclude the contract and, if the contract has already been concluded, failure to provide this data may result in its termination.

*Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on individuals 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).