

Regulations

§ 1

Preliminary Provisions

1. The Mleko Living online store, available at the internet address www.mlekoliving.com, is run by Michał Zaluski, conducting business activity under the company Mleko Living Michał Zaluski, register into the Central Register and Information on Economic Activity (CEIDG) kept by the minister responsible for economy, NIP 6772268154, REGON 365999386.
2. These Regulations are addressed to both Consumers and Entrepreneurs using the Store and sets out the rules for using the Online Store as well as the rules and procedure for concluding Sales Agreements with a Customer at a distance through the Store.

§ 2

Definitions

1. **Consumer** - a person concluding a contract with the Seller as part of the Store, the subject of which is not directly related to its business or professional activity.
2. **Seller** - a person running a business under the company Mleko Living Michał Zaluski, entered into the Central Register and Information on Economic Activity (CEIDG) kept by the minister competent for economy, NIP 6772268154, REGON 365999386.
3. **Customer** - any entity making purchases through the Store.
4. **Entrepreneur** - a legal person and an organizational unit which is not a legal person, the separate law of which grants legal capacity, carrying out on its own behalf a business activity that uses the Store.
5. **Store** - online store run by the Seller at the Internet address www.mlekoliving.com
6. **Distance Contract** - a contract concluded with the Customer as part of an organized system of 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 up to and including the conclusion of the contract.
7. **Regulations** - these Regulations of the Store.
8. **Order** - the Customer's declaration of intent made using the Order Form and aimed directly at the conclusion of the Product Sales Agreement or Products with the Seller.
9. **Order Form** - an interactive form available in the Store that allows placing an Order, in particular by adding Products to the Basket and specifying the terms of the Sales Agreement, including the method of delivery and payment.

10. **Cart** - an element of the Store's software in which the Products selected by the Customer for purchase are visible, and it is also possible to determine and modify the Order data, in particular the quantity of products.
11. **Product** - a movable item / service available in the Store that is the subject of the Sales Agreement between the Customer and the Seller.
12. **Sales Agreement** - a Product sales agreement concluded between the Customer and the Seller via the Online Store. The Sale Agreement also means - applying to the features of the Product - a contract for the provision of services and a contract for specific work.

§ 3

Contact with the Store

1. Seller's Address: Mleko Living ul. Kapucyńska 3/13 31—113 Kraków, Poland.
2. Seller's e-mail: info@mlekoliving.com
3. Seller's phone number: +48 667 654 226
4. The Customer may communicate with the Seller using the addresses and telephone numbers provided in this paragraph.

§ 4

Technical requirements

To use the Store, including viewing the Store's assortment and placing orders for Products, you will need:

- a. an end device with an access to the Internet and Internet browsers such as Internet Explorer, Firefox, Safari, Google Chrome or similar,
- b. active e-mail account (e-mail),
- c. cookies enabled,
- d. FlashPlayer installed.

§ 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, unauthorized actions of third parties or incompatibility of the Online Store with the Customer's technical infrastructure.
2. Viewing the Store's assortment does not require creating an Account. Placing orders by the Customer for Products in the Store's assortment is possible by providing the necessary personal and address data enabling the Order to be carried out without creating an Account.
3. The prices given in the Store are given in Euro (€) and are gross prices (including VAT).

4. The final amount to be paid by the Customer consists of the price for the Product and the cost of delivery (including charges for transport, delivery and postal services), about which the Customer is informed on the Store's pages when placing the Order, including when expressing the will to be bound by a Sales Agreement.

§ 6

Placing an Order

In order to place an Order:

1. select the Product being the subject of the Order, and then click the "Add to Cart" button (or equivalent);
2. complete the Order Form by entering the recipient's details of the Order and the address to which the Product is to be delivered, select the type of shipment (method of delivery of the Product), enter invoice data if different from the recipient's data,
3. click "Order and pay",
4. choose one of the available payment methods and depending on the method of payment, pay for the order within a specified period, subject to § 8 point 3.

§ 7

Delivery and Payment Methods

1. The Customer may use the following methods of delivery or collection of the ordered Product:
 - a. Courier delivery
2. The customer can use the following payment methods:
 - a. Payment by bank transfer to the Seller's account
 - b. Electronic payments
 - c. Payment by payment card.
3. Detailed information on delivery methods and acceptable payment methods can be found on the Store's website.

§ 8

Sales Contract

1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer has placed the Order using the Order Form in the Online Store in accordance with § 6 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 occurs by sending the Customer an appropriate e-mail to the Customer's e-mail address provided during the submission of the Order, which contains at least the Seller's statement of receipt of the Order and its

acceptance for implementation and confirmation of the conclusion of the Sales Agreement. As soon as the Customer receives the above e-mail, a Sales Agreement is concluded between the Customer and the Seller.

3. If selected by the Customer:
 - a. payment by bank transfer, electronic payment or payment by credit card, the Customer is obliged to make the payment within 3 calendar days from the date of the Sale Agreement - otherwise the order will be canceled.
4. The product will be sent by the Seller within the period specified in its description (subject to paragraph 5 of this paragraph).
5. When ordering Products with different delivery dates, the delivery date is the longest given date.
6. The beginning of the delivery period of the Product to the Customer counts as follows:
 - a. If the Customer chooses the method of payment by bank transfer, electronic payment or payment card - from the date of crediting the Seller's bank account.
7. Product delivery takes place within the European Union.
8. Delivery of the Product to the Customer is payable, unless the Sales Agreement provides otherwise. Product delivery costs (including fees for transport, delivery and postal services) are indicated to the Customer on the Online Store's website in the "Delivery costs" tab and when placing the Order, including when the Customer wishes to be bound by the Sales Agreement.

§ 9

The right to withdraw from the contract

1. The consumer may withdraw from the Sales Agreement within 30 days without giving any reason.
2. The time limit specified in paragraph 1 begins with the delivery of the Product to the Consumer or a person designated by him other than the carrier.
3. In the case of a Contract that covers many Products that are delivered separately, in batches or in parts, the deadline indicated in paragraph 1 runs from the delivery of the last item, batch or part.
4. The consumer may withdraw from the contract by submitting to the Seller a statement of withdrawal from the contract. To meet the deadline for withdrawing from the Contract, it is sufficient for the Consumer to send a statement before this deadline.
5. The statement may be sent by traditional mail or by electronic means by sending the statement to the Seller's e-mail address or by submitting the statement on the Seller's website - the Seller's contact details are specified in § 3. The statement may also be submitted on the form, which is an attachment 1 to these Regulations and the Annex to the Act of 30 May 2014 on consumer rights, but it is not mandatory.

6. If the Consumer sends a statement electronically, the Seller will immediately send the Consumer the confirmation of receipt of the statement of withdrawal from the Agreement to the e-mail address provided by the Consumer.
7. Effects of withdrawal from the Agreement:
 - a. In the event of withdrawal from a Distance Contract, the Contract is considered null and void.
 - b. In the event of withdrawal from the Contract, the Seller shall immediately return to the Consumer, no later than within 14 days from the date of receipt of the Consumer's statement on withdrawal from the Contract, all payments made by him.
 - c. The Seller will arrange the return of the Product by providing appropriate shipping letters for courier shipments within 14 days of receipt of the Consumer's statement on withdrawal from the Agreement.
 - d. The Seller covers the cost of returning the Product only if the Consumer uses the method of return offered by him (courier). Otherwise, the Consumer is obliged to cover the costs of return on their own.
 - e. The Seller shall refund the payment using the same payment methods that were used by the Consumer in the original transaction, unless the Consumer expressly agreed to another solution that will not involve any costs for him.
 - f. The Seller may withhold reimbursement until receipt of the Product back or until proof of its return is provided to him, whichever occurs first.
 - g. The Consumer should return the Product to the Seller's address given in these Regulations immediately, no later than 14 days from the day on which he informed the Seller about withdrawal from the Agreement. The deadline will be met if the Consumer sends the Product back within 14 days.
 - h. The consumer is responsible for the decrease in value resulting from incorrect preparation of the Product for return and resulting damage.
 - i. The consumer is only responsible for reducing the value of the Product resulting from using it in a different way than was necessary to establish the nature, characteristics and functioning of the Product.

§ 10

Complaint and warranty

1. All product offered in the Store and brand new.
2. The seller is obliged to provide the customer with a product free from defects.
3. In the event of a defect in the goods purchased from the Seller, the Customer has the right to make a complaint based on the provisions regarding warranty in the Civil Code.
4. Complaints should be submitted in writing or by e-mail to the Seller's addresses provided in these Regulations.

5. It is recommended that the complaint include brief description of the defect, circumstances (including the date) of its occurrence, data of the Customer submitting the complaint, and the Customer's request in relation to the defect of the goods.
6. The seller will respond to the complaint immediately, no later than within 14 days, and if he does not do so within this period, it is considered that the client's request was considered justified.
7. The Seller provides a guarantee for Products for a period of 24 months in the European Union.
8. The warranty does not cover technical damage caused by improper assembly, improper care, improper use.

§ 11

Out-of-court complaint consideration and redress methods

1. Detailed information on the possibility for the Consumer to use extrajudicial methods of dealing with complaints and redress as well as the rules of access to these procedures are available at the following internet addresses of the Office of Competition and Consumer Protection: http://www.uokik.gov.pl/spory_konsumenckie.php
2. The consumer has the following examples of options for using out-of-court complaint handling and redress:
 - a. The consumer is entitled to apply to a permanent amicable consumer court referred to in art. 37 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to resolve the dispute arising from the Agreement concluded with the Seller.
 - b. The consumer is entitled to apply to the provincial inspector of Trade Inspection, in accordance with art. 36 of the Act of 15 December 2000 on Trade Inspection (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.

§ 12

Personal Data

1. The administrator of personal data of Customers collected through the Online Store is the Seller.
2. Customers' personal data collected by the administrator via the Online Store are collected in order to implement the Sales Agreement, and if the Customer agrees - also for marketing purposes.
3. The recipients of personal data of Online Store customers may be:
 - a. In the case of a Customer who uses the Online Store with the method of delivery by post or courier, the Administrator provides the Customer's collected personal data

to the selected carrier or intermediary performing the shipment at the request of the Administrator.

- b. In the case of a Customer who uses the Online Store with the method of electronic payments or a payment card, the Administrator provides the Customer's collected personal data to the selected entity operating the above payments in the Online Store.

4. The Customer has the right to access their data and correct it.

5. Providing personal data is voluntary, although failure to provide the personal data indicated in the Regulations necessary to conclude a Sales Agreement results in the inability to conclude this agreement.

§ 13

Final Provisions

1. Agreements concluded through the Online Store are concluded in English.

2. The Seller reserves the right to amend the Regulations for important reasons, that is: changes in the law, changes in payment and delivery methods - to the extent that these changes affect the implementation of the provisions of these Regulations. The Seller will inform the Customer about each change at least 7 days in advance.

3. In matters not covered by these Regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; Act on the provision of electronic services; Consumer Rights Act, Personal Data Protection Act.

4. The customer has the right to use extrajudicial means of dealing with complaints and redress. To this end, it may submit a complaint via the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/>.

Privacy Policy

§ 1

General Provisions

a. This online privacy policy of the online store is informative, which means that it is not a source of obligations for customers or customers of an online store.

b. The administrator of personal data collected via the online store is Mleko Living Michał Załuski, ul. Krótka 6, 32-031 Mogilany, NIP 6772268154, REGON 365999386. e-mail address: info@mlekoliving.com - hereinafter referred to as the "Administrator" and who is also a service provider of an online store and a seller.

c. Personal data of the Service Recipient and the Customer are processed in accordance with applicable law, in particular in accordance with the General Data Protection Regulation No. 2016/679 ("GDPR")

d. The Administrator takes a special care to protect the interests of data subjects, in particular, it ensures that the data it collects is processed in accordance with the law;

collected for specified, legitimate purposes and not subject to further processing incompatible with these purposes; factually correct and adequate in relation to the purposes for which they are processed and stored in a form allowing identification of persons they concern, no longer than it is necessary to achieve the purpose of processing.

§ 2

Purpose and scope of data collection and data recipients

a. Each time the purpose, scope and recipients of data processed by the Administrator results from actions taken by the Customer or the Customer in the online store. For example, if the customer chooses a personal pick up instead of a courier delivery during ordering, his personal data will be processed in order to conclude and execute the sales contract, but they will no longer be made available to the carrier performing the shipment at the request of the Administrator.

b. Possible purposes of collecting personal data of the Customers by the Administrator:

- Conclusion and implementation of the sales contract or contract for the provision of electronic services (eg Account).
- Direct marketing of own administrator products or services.

c. Possible recipients of personal data of online store customers:

- In the case of a customer who uses the online delivery method of delivery by courier or postal delivery, the Administrator provides the Customer's personal data collected to a selected carrier or agent performing the shipment at the request of the Administrator.
- In the case of a Customer who uses the electronic payment method or payment card in the online store, the Administrator provides the Customer's collected personal data to the selected entity servicing the above payments in the online store.

d. The Administrator may process the following personal data of the Customers or Clients using the online store: name and surname; e-mail address; contact phone number; delivery address (street, house number, apartment number, zip code, city, country), address of residence / business address (if different from delivery address). In the case of Clients or Customers who are not private consumers, the Administrator may additionally process the company's name and the tax identification number (NIP) of the Recipient or Customer.

e. Providing personal data referred to in the point above may be necessary to conclude and execute a sales contract or contract for the provision of electronic services in an online store. Each time the scope of data required to conclude the contract is indicated previously on the website of the online store and in the regulations of the online store.

§ 3

Cookies and operating data

a. The administrator may process data contained in cookie files when users use the online store for the following purposes:

- Identify service recipients as logged in to the online store and show that they are logged

in;

- Memorising products added to the cart to place an order;
- Memorising data from completed order forms, surveys or login details to the online store;
- Customising the content of the online store website to individual preferences of the Customer (eg regarding colours, font size, page layout) and optimising the use of online store websites;
- Running anonymous statistics showing how to use the online store website.

b. By default, most web browsers available on the market accept cookies by default. Everyone has the opportunity to determine the terms of use of cookies using the settings of their own web browser.

c. Browser settings in the scope of cookies are important from the point of view of consent to the use of cookies by our online store - according to the law, such consent can also be expressed through the settings of the web browser. In the absence of such consent, the browser's settings in the field of cookies must be changed accordingly.

d. The administrator also processes the operating data related to the use of the online store (ip address, domain) to generate statistics helpful in the administration of the online store. These data are aggregate and anonymous, i.e. They do not contain features identifying visitors to the online store website. These data are not disclosed to third parties.

§ 4

Basis for data processing

a. Providing personal data by the Service Recipient or Customer is voluntary, however failure to indicate the personal data necessary to conclude and execute the sales agreement or contract for the provision of electronic services indicated on the website of the online store and the online store regulations does not allow the conclusion of the contract.

b. The basis for processing the personal data of the Customer or the Customer is the necessity to perform the contract to which he is a party or to take action on its request before its conclusion. In the case of data processing for the purpose of direct marketing of the Administrator's own products or services, the basis for such processing is (1) prior consent of the Customer or Client or (2) fulfilment of legally justified purposes carried out by the Administrator (in accordance with Article 23 paragraph 4 of the Act on Personal Data Protection legally justified purpose is in particular the direct marketing of the Administrator's own products or services).

§ 5

The right to control, access to their data and correct them.

a. The Service Recipient or the Customer has the right to access their personal data and correct it.

- b. Each person has the right to control the processing of data related to him, contained in the Administrator's data file, in particular the right to: demand supplementing, updating, rectifying personal data, temporary or permanent suspension of their processing or their removal.
- c. In the event that the Service Recipient or Customer agrees to the processing of data for direct marketing of the Administrator's own products or services, the consent may be revoked at any time.
- d. If the Administrator intends to process or process data of the Service Recipient or Customer for the purpose of direct marketing of the Administrator's own products or services, the data subject is also entitled to (1) submit a written, motivated request to cease processing of his data due to its particular situation or (2) object to the processing of its data.
- e. In order to exercise the rights referred to above, you can contact the Administrator by sending a relevant message in writing or by e-mail to the Administrator's address indicated at the beginning of this privacy policy.

§ 6

Final provisions

- a. The online store may contain links to other websites. This privacy policy applies only to this online store.
- b. The Administrator uses technical and organisational measures to ensure that personal data being processed is protected against hazards and categories of data protected, in particular, protects data against unauthorised access, being taken by an unauthorised person, processing in violation of applicable laws and changes, loss, damage or destruction.
- c. The Administrator provides the following technical measures to prevent the unauthorised access and modification of personal data sent electronically:
 - Securing the data set against unauthorised access.