

# CANNABIGOLD.PL ONLINE STORE TERMS AND CONDITIONS

## of 25 May 2018

### 1. Definitions

The terms used in these Terms and Conditions shall have the following meanings:

- 1.1. **Customer** – a natural person, a legal person or an organizational unit without legal personality with legal capacity granted under special regulations, who places an Order in the Store;
- 1.2. **Civil Code** – the Act of 23 April 1964 - the Civil Code (i.e. of 9 February 2017, Journal of Laws of 2017 item 459 as amended);
- 1.3. **Code of Civil Procedure** – the Act of 17 November 1964 - the Code of Civil Procedure (i.e. of 8 December 2017, Journal of Laws of 2018 item 155 as amended);
- 1.4. **Terms and Conditions** – these Terms and Conditions for the provision of services by electronic means via CannabiGold.pl online store;
- 1.5. **Online Store (Store)** – online store available at [www.cannabigold.pl](http://www.cannabigold.pl), where the Customer may place orders, in particular;
- 1.6. **Seller** – HemPoland spółka z ograniczoną odpowiedzialnością with its registered office in Elbląg (82-300) at the following address: ul. Stanisława Sulimy 1, entered into the Register of Entrepreneurs kept by the District Court in Olsztyn, 8th Commercial Division of the National Court Register under the number KRS 0000534517, Tax Identification Number NIP 5783115991, National Business Registry Number REGON 360289332, with share capital amounting to PLN 5,000.00, paid up in full;
- 1.7. **Goods** – products displayed in the Online Store;
- 1.8. **Contract of Sale** – a contract for the sale of Goods within the meaning of the Civil Code, concluded by and between HemPoland sp. z o.o. with its registered office in Elbląg and the Customer via the Store's website;
- 1.9. **Act on the Protection of Personal Data** – the Act of 10 May 2018 on the Protection of Personal Data;
- 1.10. **Act on Consumer Rights** – the Act of 30 May 2014 on Consumer Rights (i.e. of 09 March 2017, Journal of Laws of 2017 item 683 as amended);
- 1.11. **Act on Providing Services by Electronic Means** – the Act of 18 July 2002 on Providing Services by Electronic Means (i.e. of 09 June 2017, Journal of Laws of 2017 item 1219 as amended);
- 1.12. **Order** – a declaration of the Customer's intent, aiming directly at concluding the Contract of Sale, specifying in particular the type and quantity of Goods.

### 2. General provisions

- 2.1. These Terms and Conditions determine the rules of using the Online Store available at [www.cannabigold.pl](http://www.cannabigold.pl)
- 2.2. These Terms and Conditions are the regulations referred to in Article 8 of the Act on Providing Services by Electronic Means.

- 2.3. The Online Store operating at [www.cannabigold.pl](http://www.cannabigold.pl) run by the Seller - HemPoland sp. z o.o.
- 2.4. These Terms and Conditions shall determine, in particular:
  - 2.4.1. the terms and conditions of placing Orders in the Online Store via electronic means;
  - 2.4.2. rules of concluding the Contracts of Sale concerning the services provided within the framework of the Online Store.
- 2.5. The use of the Online Store is possible provided that the IT system used by the Customer meets the following minimum technical requirements:
  - 2.5.1. Internet Explorer, Chrome, Firefox, Safari or Opera
- 2.6. In order to use the Online Shop, the Customer, in its own capacity, should gain access to a computer station or a terminal device with internet connection.
- 2.7. The Customers may access these Terms and Conditions at any time by means of a link placed on the home page of [www.cannabigold.pl](http://www.cannabigold.pl). Customers can also download and print it. Downloads are available via a link at the bottom of the page. The file with the Terms and Conditions is in Portable Document Format (PDF), which can be opened with Adobe Acrobat Reader, available on the website [Adobe Systems Software](http://www.adobe.com).
- 2.8. Information about the Goods provided on the web pages of the Store, in particular their descriptions, technical and functional parameters, as well as prices, constitute an invitation to conclude a contract within the meaning of Article 71 of the Civil Code.

### **3. Rules of using the Online Store**

- 3.1. The Seller may deprive the Customer of the right to use the Online Store, and may also restrict its access to part or all of the resources of the Online Store, with immediate effect, in the event of a breach of the Terms and Conditions by the Customer, and in particular when the Customer:
  - 3.1.1. during registration in the online store provided false, inaccurate or outdated information, which was misleading or infringes on the rights of third parties,
  - 3.1.2. engages in other conduct contrary to the applicable legal regulations or general rules of using the internet or which undermines the good name of the Seller.
- 3.2. In order to ensure the security of the transfer of messages and data in connection with the services provided in the Online Store, the Seller shall take technical and organisational measures appropriate to the level of threat to the security of the services provided, in particular measures to prevent unauthorised collection and modification of personal data transmitted online.
- 3.3. Personal data entered by the Customer in the Online Store are processed in accordance with all regulations governing the processing of personal data, including in particular Regulation (EU) 2016/679 of the European Parliament and

of the Council of 27 April 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) (Official Journal of the European Union No 119, p. 1), and the Act of 10 May 2018 on the Protection of Personal Data. Details on the processing of personal data may be found in the Information on the processing of personal data by HemPoland spółka z ograniczoną odpowiedzialnością.

3.4. The Customer shall in particular:

- 3.4.1. not provide or transmit contents that are prohibited by law, e.g. contents that promote violence, defame or infringe on the personal rights and other rights of third parties,
- 3.4.2. use the Online Store in a manner which does not interfere with its operation, in particular by using specific software or devices,
- 3.4.3. refrain from taking such action as sending or placing unsolicited commercial information (spam) on the Store website,
- 3.4.4. use the Online Store in a manner that is not burdensome for other Customers,
- 3.4.5. use any content posted within the Online Store solely for own personal use,
- 3.4.6. use of the Online Store in a manner consistent with the provisions of law applicable in the territory of the Republic of Poland, the provisions of the Terms and Conditions, as well as with the general principles of using the internet.

#### **4. Procedure for the conclusion of the Contract of Sale**

- 4.1. In order to place an Order in the Online Store and to conclude a Contract of Sale, it is necessary to select the Goods from the current offer of the Seller. The selection is made by clicking on the link to the given Product and then clicking on the “Add to cart” button. After clicking on the Cart link, a summary of the selected Goods will be presented.
- 4.2. It is possible to place an Order by clicking on the “Go to checkout” button.
- 4.3. Then personal details should be carefully entered as per the field names of the form. At this stage, the Customer can choose to register with the CannabiGold website by selecting the appropriate option and entering the password.
- 4.4. The Customer should also choose the method of payment by selecting the appropriate option and agree to the Terms and Conditions of the Online Store, as well as to the processing of personal data.

- 4.5. Clicking on the“Buy and pay” button constitutes the final confirmation of the Order, and the data entered, along with the options selected will no longer be subject to modification.
- 4.6. The Customer's sending of an Order shall constitute a declaration of intent to conclude a Contract of Sale with the Seller, in accordance with its provisions and those of the Terms and Conditions.
- 4.7. After the Order has been placed, the Customer receives an e-mail entitled “Order No. [...]” containing the final confirmation of all essential elements of the Order.
- 4.8. The Contract shall be treated as concluded at the moment of the Customer's receipt of the e-mail message referred to above.
- 4.9. The Contract of Sale shall be concluded in the Polish language and its provisions shall be consistent with the Order and the Terms and Conditions.

### **5. Delivery**

- 5.1. Delivery of Goods is limited to the territory of the European Union and shall be effected to the address indicated by the Customer during the placement of the Order.
- 5.2. Delivery of the ordered Goods takes place via courier. Delivery costs amount to PLN 20 gross in the case of domestic shipping and EUR 30 gross in the case of international shipping. In addition, delivery costs will be indicated at the time of placing the Order.
- 5.3. The delivery time shall be up to 5 business days from the date of sending the Order by the Customer and effecting payment.
- 5.4. Consolidation, security, rendering available and confirmation of the essential provisions of the Contract of Sale of the Goods to the Customer shall be effected by sending to the Customer, to the e-mail address provided, and by attaching to the consignment containing the Goods ,a printout of the confirmation, the specification of the Order and the VAT invoice.

### **6. Prices and methods of payment**

- 6.1. Prices of the Goods are provided in Polish zlotys and include all components, including VAT (with specification of the rate), customs duties and all other components.
- 6.2. The Customer has the option to pay the price:
  - 6.2.1. via bank transfer to the bank account number of the Seller;
  - 6.2.2. via tpay.com

## **7. Right of withdrawal**

- 7.1. The Customer has the right to withdraw from the Contract of Sale of the Goods within 14 days without giving any reason. The period for withdrawal from the Contract expires after 14 days from the day on which the Customer took possession of the Goods or on which a third party other than the carrier and indicated by the Customer took possession of the Goods. In order to exercise the right of withdrawal, the Customer shall inform the Seller via e-mail to [sklep@cannabigold.pl](mailto:sklep@cannabigold.pl) of its decision to withdraw from the Contract of Sale by way of an unequivocal statement. A statement on withdrawal may also be made by letter using the form set out in Annex 2 to the Act on Consumer Rights. In order to meet the deadline for withdrawal from the Contract of Sale, it is sufficient for the Customer to send information concerning the exercise of the right to withdraw from the Contract of Sale before the expiry of the deadline for withdrawal.
- 7.2. In the event of withdrawal from the Contract of Sale, the Seller shall reimburse to the Customer for all payments received, including the costs of delivery of the goods (except for additional costs resulting from the method of delivery chosen by the Customer other than the cheapest ordinary method of delivery offered by the Seller), immediately, and in any case no later than within 14 days from the date on which the notice of withdrawal from the Contract of Sale reached the Seller. The Seller shall refund the payment using the same payment methods as those used by the Customer in the original transaction, unless the Customer expressly agrees otherwise; in any event, the Customer shall not be charged any fees in connection with the refund.
- 7.3. The Customer shall return the Goods to the Seller not later than within 14 days from the day of withdrawal from the Contract of Sale. In order to meet the time limit specified, it is sufficient to send the Goods back before the expiry thereof. The Customer only bears the direct cost of returning the Goods.

## **8. Complaints concerning the Goods**

- 8.1. The Seller shall be held liable towards the Customer who is the Consumer within the meaning of Article 22[1] of the Civil Code by way of warranty for defects in the scope specified in the Civil Code, in particular in Article 556 and Articles 556[1] - 556[3] of the Civil Code.
- 8.2. Complaints following from violation of rights of the Customer guaranteed by law, or on the basis of these Terms and Conditions, should be sent to [sklep@cannabigold.pl](mailto:sklep@cannabigold.pl). The Seller undertakes to consider each complaint within 14 days, and should it prove impossible, to inform the Customer within this period, when the complaint will be considered.

## **9. Complaints concerning the provision of services by electronic means**

- 9.1. The Seller takes measures to ensure the fully proper functioning of the Store, to the extent resulting from current technical knowledge and undertakes to remove within a reasonable period of time any irregularities reported by the Customers.

- 9.2. The Customer shall immediately notify the Seller of any irregularities or interruptions in the functioning of the Online Store website.
- 9.3. Any irregularities related to the functioning of the Store should be reported by the Customer by e-mail to [sklep@cannabigold.pl](mailto:sklep@cannabigold.pl)
- 9.4. In the complaint, the Customer should state the name, address for correspondence, type and date of occurrence of irregularities related to the functioning of the Store.
- 9.5. The Seller undertakes to consider each complaint within 14 days, and should it prove impossible, to inform the Customer within this period, when the complaint will be considered.

## **10. Final provisions**

- 10.1. Resolution of any disputes arising between the Seller and the Customer who is a consumer in the meaning of Article 22[1] of the Civil Code shall be submitted to the competent courts in accordance with the relevant provisions of the Code of Civil Procedure.
- 10.2. Resolution of any disputes arising between the Seller and the Customer who is not a consumer within the meaning of Article 22[1] of the Civil Code shall be submitted to the court having jurisdiction over the seat of the Seller.
- 10.3. The Seller shall inform the Customer who is the Consumer about the possibility of using out-of-court means of complaint handling and asserting claims. The rules for access to these procedures are available at the premises or on the websites of the entities qualified to handle disputes out of court. These may include, in particular, the consumer ombudsmen or Voivodship Inspectorates of the Trade Inspection, the list of which is available on the website of the Office of Competition and Consumer Protection at [http://www.uokik.gov.pl/spory\\_konsumerckie.php](http://www.uokik.gov.pl/spory_konsumerckie.php).
- 10.4. The Seller informs that a platform for online dispute resolution between consumers and traders at EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr/>.
- 10.5. In matters not regulated in these Terms and Conditions the provisions of the Civil Code, the Act on Consumer Rights, the Act on Providing Services by Electronic Means and other relevant provisions of Polish law shall apply.