

Terms and Conditions of the Asseco Data Systems S.A. Online Store

(valid until 24.05.2018)

Article 1 Preliminary provisions

The online store of Asseco Data Systems S.A. is available at <https://sklep.certum.pl> and is operated by Asseco Data Systems S.A. with its registered office in Gdynia (81-321), ul. Podolska 21, entered into the register of businesses of the National Court Register under number 0000421310, maintained by the District Court for Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register, with NIP [Taxpayer Identification Number]: 817-035-94-58, REGON [Polish National Business Registry Number]: 180853177, and a share capital of PLN 120,002,940.00 (paid up in full).

Article 2 Definitions

Whenever the terms specified below are used in these Terms and Conditions, they should be understood to have the following meanings:

- 1) **Asseco Data Systems SA** – Asseco Data Systems S.A. ul. Królowej Korony Polskiej 21, 70-486 Szczecin;
- 2) **CERTUM PCC** – CERTUM Powszechne Centrum Certyfikacji, ul. Bajeczna 13, 71-838 Szczecin, an organisational unit of Asseco Data Systems SA;
- 3) **Online Store** – the online store of Asseco Data Systems SA, available at <https://sklep.certum.pl>, operated by Asseco Data Systems SA;
- 4) **Terms and Conditions** – the current Terms and Conditions of the Online Store together with the attachments thereto;
- 5) **Client** – the natural person, legal person, or organisational unit without legal personality specified in the order and VAT invoice. A Consumer is also considered to be a Client if the Consumer satisfies the definition specified in Article 2.6 of the Terms and Conditions;
- 6) **Consumer** – a natural person who concludes an Agreement (purchases a Product) with Asseco Data Systems SA that is not directly related to its business or professional activities;
- 7) **Agreement** – a sales agreement concluded between the Client and Asseco Data Systems SA;
- 8) **Order** – an order placed by the Client using the order form available on the Online Store's website or through a Customer Service Centre consultant (by telephone);

9) **Product** – a software license, service, or physical object manufactured or produced by Asseco Data Systems SA or another entity, together with the original packaging and all elements contained in it (ex. instructions, CD, card reader), offered by the Online Store;

10) **Proof of purchase** – a VAT invoice, receipt, or transfer confirmation, or a legible copy thereof;

11) **Customer Service Centre** – an organisational unit of Asseco Data Systems SA that processes Client requests and orders as well as any claims related to them; Asseco Data Systems SA Customer Service Centre, ul. Królowej Korony Polskiej 21, 70-486 Szczecin;

12) **Act on consumer rights** – the Act dated 30 May 2014 on consumer rights (Dz.U. [Polish Journal of Laws] of 2014 item 827 as amended).

Article 3 General provisions

1. The Terms and Conditions specify the terms and conditions for making purchases by the Client in the Online Store.
2. The Client is obliged to become acquainted with the provisions of these Terms and Conditions with the reservation that in the case specified in Article 12.3, the Client will be bound by the Terms and Conditions that were in effect on the date of the placement of the Product order.
3. The sales agreement is concluded between the Client and Asseco Data Systems SA. The recording, securing, and disclosure of the material provisions of the concluded agreement takes place by printing and delivering them to the Client together with the VAT invoice.
4. Sales agreements are concluded in accordance with Polish law.
5. The court with jurisdiction over the resolution of disputes arising out of the agreement is:

1) in the case of Clients that are consumers in accordance with the Civil Code, the court with jurisdiction over the location where the contract is performed;

2) in the case of Clients that make purchases in relation to a business activity that they are conducting within the meaning of Article 2 of the Act dated 2 July 2004 on the freedom of economic activity (Dz.U. of 2010 No. 220, item 1447 as amended), the court with jurisdiction over the registered office of Asseco Data Systems SA.

Article 4 Prices and payments

1. All prices are provided in € and include VAT and other public liabilities (ex. customs duties, excise taxes, etc.). The price provided next to each Product is binding upon the placement of an order by the Client.
2. The payment methods accepted by the Online Store are:

1) wire transfer to the bank account of the Online Store specified in the notice of the acceptance of the order and on the pro forma invoice. The description of the transfer must include the order number and the first and last name of the Client;

2) eCard transfer;

3) Visa or MasterCard.

1. The payment period is 14 days from the date of the generation of a pro forma invoice.
2. Asseco Data Systems SA reserves the right to change prices, introduce new Products to the offer, and to remove Products from the offer, to carry out and end promotional campaigns or make changes to them while maintaining the rights acquired by the Client.
3. When placing an order, the Client may use a rebate code that it received from Asseco Data Systems SA.
4. In the event of an excess payment, the Client will be notified of it by an e-mail sent to the e-mail address provided when setting up the Client's account.
5. The Client may decide to use the excess payment toward a purchase in the Online Store or to have the excess payment refunded.
6. For the purpose of refunding the excess payment, the Client is obliged to send a completed refund form in writing to the following address:

Asseco Data Systems SA
ul. Bajeczna 13
71-838 Szczecin
with the note "Customer Service Centre"

or to the following e-mail address: reklamacje@certum.pl
Download the [payment refund form](#).

Article 5 Order processing

1. The processing of an accepted order begins promptly after the registration of the payment in the bank account of Asseco Data Systems SA.
2. The status of the order can be checked in the "My orders" tab in the Client's account on the Online Store.
3. The ordered Products are delivered to the Client by courier to the delivery address provided in the order form.
4. A VAT invoice will be issued after the payment of the pro forma invoice by the Client, when all Products ordered by the Client have been collected and are ready for shipping.
5. The Client may cancel the order until payment has been provided. After providing the payment, in order to cancel the order, the Client will be obliged to send a notice of withdrawal. Download the [notice of withdrawing from a distance agreement](#).

Article 6 Order delivery and shipping costs

1. Orders are only delivered within the territory of the Republic of Poland.

2. Shipping costs are related to the amount of Products that were ordered and will be specified in the order summary.
3. The shipping fee will be indicated on the invoice.
4. The Client should check the condition of the shipment at the time of its receipt from the courier and report any possible reservations regarding the product to the courier, and if after the delivery of the shipment, any damage or defects are revealed, the Client should notify the courier no later than 7 days from the date of the receipt of the shipment.
5. The Client will be charged with the shipping costs in the form of a VAT invoice in an amount arising out of the shipping pricing in the situation where the shipment was not delivered due to a change in the Client's shipping address without first notifying the Online Store of a change of address.

Article 7 Order processing time

1. The delivery time for the ordered merchandise is composed of the order processing time and the time needed for the merchandise to be delivered by courier.
2. The basic order processing time is 7 business days, counted from the date on which the payment made by the Client was credited to the bank account of Asseco Data Systems SA. The Client will be notified by telephone or electronically of any changes in the processing time or the inability to process the order.
3. Packages will be delivered by courier to the address provided by the Client. Delivery time is up to 5 business days from the shipping date.
4. The Online Store is not liable for the failure to deliver the Product or delays in its delivery caused by the Client providing an incorrect or imprecise delivery address.

Article 8 Withdrawal from a distance agreement

1. The Client has the ability to cancel an order that has been submitted / withdraw from the agreement:
 - 1) if the Client does not pay for the submitted order within 14 calendar days from the date of the submission of the order;
 - 2) in the case of a Client that is a consumer – without providing any reasons for doing so, within a period of 14 calendar days counted from the date of the delivery of the merchandise by submitting a written withdrawal notice. This is only possible if the merchandise was not used or damaged in any way. The Client is obliged to properly secure the merchandise from being damaged during shipment. Merchandise that is returned must be complete. Factory packaged merchandise cannot be returned after being removed from protective foil or packaging. Products must be returned in their original unopened packaging (unremoved foil, undamaged box). In such a case, the Client will be obliged to send the merchandise together with a copy of the proof of purchase and a written notice of withdrawal from the Agreement to the following address:

1. The return takes place at the expense of the Client and is possible if the Product was not used and damaged in any way or destroyed. Any and all deviations from the abovementioned requirements will constitute grounds for deeming the withdrawal from the agreement to be ineffective. In such a case, the costs and risk related to this will be borne by the Client.
 2. The refunding of the value of the purchased merchandise and the shipping costs paid by the Client will take place by wire transfer to the designated bank account or by postal order to the address provided by the client within a period of 14 days from the date of the receipt of the VAT invoice correction signed by the client and the merchandise being returned by the Customer Service Centre. The Client is obliged to notify Asseco Data Systems SA of the preferred manner of refunding the value of the purchased merchandise and to provide bank account data or address in writing to the following address: Asseco Data Systems SA Customer Service Centre, ul. Bajeczna 13, 71-838 Szczecin or by e-mail sent to: reklamacje@certum.pl.
 3. Asseco Data Systems SA has the ability to withdraw from the agreement by fault of the Client with immediate effect:
 - 1) in the case where the Client provides false information when creating the Client's account;
 - 2) in the case where the Client fails to pay the pro forma invoice within a period of 14 days from the date of the placement of the order.
1. A Consumer cannot withdraw from a distance agreement in the case of agreements:
- 1) for the provision of services, if a business fully provided the service with the clear consent of a Consumer who was notified, prior to the start of the provision of the service, that after the provision of the service by the business, the Consumer will lose the right to withdraw from the agreement;
 - 2) in which what is provided are items that after delivery, due to their nature, become permanently connected to other items;
 - 3) in which the Consumer clearly requested that a business come and perform urgent repairs or maintenance; if the business additionally provides other services than those that the Consumer requested to be performed, or provides other replacement parts that are necessary to perform repairs or maintenance, the Consumer will have the right to withdraw from the agreement in regard to those additional services or items;
 - 4) in which what is being provided are sound or video recordings or computer software delivered in sealed packaging, if the packaging was opened after delivery;
 - 5) for the delivery of digital content which is not recorded on any substantive media, if the performance of the delivery began upon the clear consent of the Consumer prior to the expiration of the period for withdrawing from the agreement and after notifying the Consumer by the business of the loss of the right to withdraw from the agreement.

Article 9 Warranty for ordered Products

1. Asseco Data Systems SA provides a warranty for the purchased Products to the Client.
2. The warranty is granted for:
 - 1) a period of 12 months in the case where the Client is a natural person, legal person, or organisational unit without legal personality that conducts business activities, or
 - 2) for a period of 24 months in the case of Consumers. The warranty period runs from the date of the receipt of the Products by the Client.
1. The warranty is exercised in accordance with the claim procedures specified in Article 9 of the Terms and Conditions.

Article 10 Claim procedures

1. Any and all claim notices may be submitted:
 - 1) by telephone by calling: 91 4801 380;
 - 2) by sending an e-mail to: reklamacje@certum.pl;
 - 3) by fax sent to: 91 48 01 223;
 - 4) by mail sent to: Asseco Data Systems SA ul. Królowej Korony Polskiej 21, 70-486 Szczecin with the note "Customer Service Centre".
 1. Claim notices are registered in a system dedicated to the processing of claims under the assigned claim number.
 2. The condition for the consideration of a submitted claim is the delivery by the Client of the necessary data as appropriate to the subject of the claim. The claim notice should contain:
 - 1) the business name or first and last name and address of the Client;
 - 2) the title or subject of the claim;
 - 3) the documented basis for demanding the claim in the amount specified in the notice in the form of, for example, invoices, receipts, or order processing confirmations;
 - 4) the claim in the form of an official letter, if the claim is related to a reimbursement;
 - 5) a copy of the claim report in the case of a claim related to a loss or damage of the products ordered by the Clients that arose during their transportation by the shipping company (courier);

6) the signature or signature and stamp of the client if the claim is submitted in the form of a letter or by fax.

1. In the event of the absence of the data referred to in subsection 5 above, the Customer Service Centre will notify the Client by telephone, in writing, or by e-mail of the need to provide it.
2. The Client is obliged to provide the missing data or deliver documents within a period of 14 calendar days from being notified by the Customer Service Centre of the need to supplement the necessary and required data.
3. The consideration of the Claim will be suspended for a period of 14 calendar days until the Client provides the necessary data.
4. Claims are considered within a period of 14 calendar days from the date of their receipt by the Customer Service Centre or within a period of 14 days from the date on which the Client supplements the necessary and required data or documents.
5. The Client is notified in writing, by e-mail, or by telephone by the Customer Service Centre of the decision in regard to the submitted claim.
6. In the event where the Customer Service Centre fails to address the submitted claim in the period specified in section 7 above, it is considered to have been accepted in accordance with the demand of the Client.
7. The warranty will be void in the event where:

1) repairs were carried out by unauthorised persons or the serial numbers and barcodes found on the Product were damaged or destroyed;

2) there is mechanical, chemical, or thermal damage to the Product for which the Client is at fault (improper use of the Product);

3) the Product was damaged as a result of the failure to properly use, install, store, and maintain the subject of the warranty in accordance with the operating instructions;

4) the Product was damaged as a result of the use of non-original parts or parts that fail to comply with the recommendations of the manufacturer of consumables.

1. The following are not covered by the warranty:

1) individual parts or components of the Product with the exception of the entire (complete) Product;

2) subjects of the warranty whose only defect is their incompatibility;

3) defects and damage to the subject of the warranty that arose as a result of force majeure (fire, lightning, flood, improper power voltage, power surge, etc.).

1. the costs of repairs that are not covered by the warranty, as well as the costs of inspections that did failed to find any damages that were reported will be borne by the Client.

Article 11 Protection of personal data

1. In accordance with the provisions of the Act dated 29 August 1997 on the protection of personal data (i.e. Dz.U. of 2014 item 1182 as amended), the personal data of the Client will be added to the database of Asseco Data Systems SA solely for the purpose of processing orders and will not be disclosed to other entities.
2. Each of the Clients is entitled to demand the supplementation, updating, or correction of the personal data, the temporary or permanent cessation of its processing, or its removal if it is incomplete, out of date, untrue, or was collected in violation of the Act on the protection of personal data or is no longer needed for the purpose for which it was collected.

Article 12 Amendment of the Terms and Conditions

Asseco Data Systems SA reserves the right to amend the Terms and Conditions.

1. Any and all changes to the Terms and Conditions will be binding within a period of no less than 7 days from the date of their publication on the sklep.certum.pl website or from the date on which they were sent to the e-mail addresses of the Clients.
2. Orders placed before the date of the amendment of the Terms and Conditions will be carried out on the basis of the provisions of the Terms and Conditions that were in effect on the date of the placement of the order.

Article 13 Final provisions

1. For all matters not covered by these Terms and Conditions, the appropriate provisions of Polish law will apply, in particular, the provisions of the Civil code and the Act on consumer rights.
2. The products presented on the pages of the Online Store do not constitute an offer within the meaning of the Civil Code, and merely constitute an invitation to submit offers.
3. These Terms and Conditions will take effect on 08.08.2017.