

Terms & Conditions of services: Toddleroad.com

The Terms and Conditions define the general terms and conditions, rules and manner of sales conducted by MakByte Kamil Renczewski, based in Bielsko-Biała (hereinafter referred to as "MakByte"), with the use of the online store www.toddleroad.com (hereinafter referred to as "Toddleroad Store"), and determines the terms and conditions for the provision of free electronic services by MakByte.

§ 1 Definitions

1. **Working Days** - days of the week from Monday to Friday, excluding public holidays.
2. **Delivery** - delivery of the Goods specified in the Order to the Customer by MakByte, through the Supplier.
3. **Supplier** - a delivery company.
4. **Password** - an individually specified by the Customer sequence of letter, digital or other characters, securing access to the Customer's Account.
5. **Customer** - an entity to whom, according to the Terms and Conditions, electronic services may be provided or with whom a Sales Agreement may be concluded; each Customer also belongs to a broader group of Users.
6. **Consumer** - a natural person performing a legal action not directly related to his/her economic or professional activity.
7. **Customer Account** - functionality of the Toddleroad Store Website, launched on behalf of the Customer by MakByte, after the Customer registers.
8. **Login** - the individual designation of the Customer, required along with the Password to log in to the Toddleroad Store. The Login is the Customer's proper e-mail address.
9. **makByte Kamil Renczewski** - business activity registered with NIP number 5262845505, REGON number 146923970, at the address Prof. Dr. M. Michalowicza 12, 43-300 Bielsko-Biala, e-mail address: contact@toddleroad.com
10. **Entrepreneur** - a natural person, a legal person or an organizational unit that is not a legal person, to which the law grants legal capacity, conducting business or professional activity on its own behalf.
11. **Privacy Policy** - the privacy policy of the Internet service available at the electronic address www.toddleroad.com, determining the scope and manner of processing of Users' personal data, forming an integral part of these Regulations.
12. **Regulations** - these regulations of the Toddleroad Store.
13. **Registration** - the procedure specified in the Regulations, the completion of which is required for the Customer to use all functionalities of the Toddleroad Store.
14. **Toddleroad Store Website** - the website(s) under which MakByte operates the Toddleroad store, operating under the domain toddleroad.com.
15. **Goods** - the product offered by MakByte through the Toddleroad Online Store.
16. **Durable medium** - material or device that allows the Customer to store information directed personally to him, in a way that allows access to the information in the future for a period of time appropriate to the purposes the information serves, and that allows the stored information to be reconstructed unchanged.
17. **Digital content** - data produced and delivered in digital form.

18. **Contract of sale** - a contract of sale concluded at a distance, electronically, without the simultaneous physical presence of the parties and under the terms of the Regulations, between the Customer and MakByte.
19. **User** - an individual whose data is recorded in the form of cookies, through his/her activity on the Site
20. **Lead Magnet Delivery Agreement** (also interchangeably used as **LM Agreement**) - Agreement for delivery of Digital Content in exchange for personal data, the terms of which are described in the paragraph entitled "Lead Magnet", according to which MakByte delivers Lead Magnet to the customer in exchange for the customer providing personal data in the form of name and email address.
21. **Lead Magnet** - Digital Content (including Newsletter) provided in exchange for the provision of personal data on the basis of the Lead Magnet Provision Agreement.
22. **Newsletter - Lead Magnet**, which is delivered on a continuous basis and consists of free commercial, promotional and educational content sent by MakByte, under the terms of these Terms and Conditions.

§ 2 Introduction

1. MakByte owns all rights to the ToddleRoad Store, including property copyrights, intellectual property rights to its name, Internet domain, the ToddleRoad Store Website, as well as the templates, forms and logos used by us. You may only use them in the manner specified by us and in accordance with the Terms and Conditions.
2. MakByte provides the ToddleRoad Store as a data communication system, through the ToddleRoad Store Website.
3. MakByte reserves the right to place advertisements on the ToddleRoad Store Website regarding the Goods offered, as well as goods and services of third parties.
4. The ToddleRoad Store or ToddleRoad Online Store Pages may not be used by Customers or third parties to send spam.
5. The use of the ToddleRoad Online Store may be made only on the terms and to the extent indicated in these Terms and Conditions.
6. The User, when using the ToddleRoad Store, is not entitled to any interference with the Digital Content, structure, form, graphics, mechanism of its operation. It is forbidden for the User to provide content of an unlawful nature and for the User to use the ToddleRoad Store, the ToddleRoad Website or free services provided by MakByte, in a manner contrary to the law, good morals, violating the personal rights of third parties or MakByte.
7. The User is entitled to use the ToddleRoad Store Websites solely for personal use. It is not permissible to use the resources and functions of the ToddleRoad Store Websites for the purpose of commercial activity by the User or such activity that would violate the interests of MakByte.
8. Use of the ToddleRoad Store means any activity of the User that leads to the User's familiarization with the Digital Content contained on the ToddleRoad Store Website, subject to the provisions of § 3 of the Terms and Conditions.
9. MakByte will endeavor to ensure that the use of our ToddleRoad Online Store is possible for Customers using all popular web browsers. They should be updated to the latest versions.
10. In order to place an Order in the ToddleRoad Store and to use the services available on the ToddleRoad Store Websites, the Customer must have an active e-mail account.

11. As MakByte, we declare that the public nature of the Internet and the use of services provided electronically may be associated with the risk of obtaining and modifying Customer data by unauthorized persons, so Customers should use appropriate technical measures to minimize the aforementioned risks (use up-to-date anti-virus and identity protection software for Internet users).
12. MakByte shall create and implement safeguards against unauthorized use, reproduction or distribution of the content on the ToddleRoad Store Website. In the event that MakByte implements the aforementioned safeguards, Users agree to refrain from any action to remove or circumvent such safeguards or solutions.
13. Contact with MakByte can be made, in particular, by email sent to: contact@toddleroad.com, by phone at 604 94 36 24 and through social channels such as Facebook profile @toddleroad, Instagram profile @toddleroad_com. MakByte responds to sent inquiries from Monday to Friday from 9 am to 5 pm.

§ 3 Registration in ToddleRoad Store

1. In order to create a Customer Account, the User is required to complete a free Registration, however Registration is not necessary for Customers to place orders in the ToddleRoad Store.
2. For Registration, the User shall complete the registration form provided by us on the ToddleRoad Store Website and send the completed registration form electronically to MakByte by selecting the appropriate function in the registration form. During the Registration, the Customer shall establish a Password.
3. When completing the registration form, the User should observe the following rules:
 - a. The Customer should fill in all fields of the registration form, unless a field is optional;
 - b. The information entered in the registration form should concern the Customer and be true;
 - c. The Customer should read and confirm the fact that he/she has read the Terms and Conditions and Privacy Policy by marking the appropriate field in the registration form;
 - d. The Customer should consent to the processing of his/her personal data on the terms, to the extent and for the purposes detailed in the Privacy Policy. Agreeing to the processing of personal data is voluntary, but necessary for Registration and establishment of a Customer Account.
 - e. By marking the appropriate field of the registration form, the Client should express his/her will to conclude an agreement for MakByte to electronically provide him/her with the service of maintaining the Client's Account, whereby the Client's failure to express his/her will to conclude an agreement prevents the Registration and establishment of the Client's Account.
4. Submitting a completed registration form is tantamount to:
 - a. the Client's acknowledgement and acceptance of the provisions of the Regulations and Privacy Policy;
 - b. MakByte's authorization to process the Client's personal data contained in the registration form in order to provide the service of maintaining the Client's Account; and MakByte's consent to forwarding information related to the technical support of the Client's Account to the e-mail address provided by the Client during Registration.
 - c. MakByte, the owner of the ToddleRoad Store website, is the administrator of the personal data of the users of the ToddleRoad Store website within the meaning of

Article 4(7) of the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC. Full information on MakByte's processing of Customers' personal data is contained in the Privacy Policy, which is an integral part of the Terms and Conditions.

5. After submitting the completed registration form, the Client receives immediately, by e-mail to the e-mail address, a confirmation of the Registration by MakByte. From that moment, the Client obtains the ability to access the Client's Account, and make changes to the data provided during the Registration (except for the Login), and obtains the ability to use the other services offered by MakByte through the ToddleRoad Store Website.
6. The Customer is obliged to make every effort to keep the Password confidential and not to make it available to third parties. The Customer shall immediately notify MakByte if the Password is lost to unauthorized persons. In such a situation, the Customer shall immediately change the Password using the functionality of the ToddleRoad Store.

§ 4 Orders, payment and order processing

1. The information contained on the ToddleRoad Store Website constitutes MakByte's offer.
2. The Customer may place orders on the ToddleRoad Online Store 7 (seven) days a week and 24 (twenty-four) hours a day via the ToddleRoad Online Store Website.
3. The Customer places an order by selecting the Goods on the ToddleRoad Store Website, and then after completing the entire order and indicating in the "CART" the method of Delivery and payment, orders shipment by approving the order form to MakByte. Before the order is shipped to MakByte, the total price of the selected Goods, the total cost of the selected method of Delivery, and any other possible costs related to the execution of the order are provided.
4. MakByte does not use an algorithm that adjusts prices based on automated decision-making.
5. Once an order is placed, MakByte sends a confirmation of the Client's order to the email address provided by the Client.
6. Once the Contract of Sale is concluded, MakByte confirms the terms of the Contract to the Client by sending them on a Durable medium to the Client's e-mail address or in writing to the address provided by the Client during Registration or order placement.
7. MakByte reserves the right not to fulfill the order or part of it in case of lack of the ordered product, of which the Consumer will be notified by phone or email.
8. MakByte, declares that there is no way to ensure that the opinions about the Goods published on the store's website or the store's social media come only from consumers who actually purchased the Goods.

§ 5 Payment and Delivery

1. The prices on the ToddleRoad Store Website posted next to the Goods:
 - a. are gross prices (including VAT) in Polish zloty;
 - b. do not include information on costs of Delivery;
 - c. do not contain information on possible customs fees.

2. The final price binding the parties to the sales contract is the price of the Goods included on the ToddleRoad Store Website at the time the Customer places the order. Information on the total value of the order is specified each time in the "CART", after the Customer has selected the form of Delivery and specified the form of payment.
3. The Customer may choose the following forms of payment for the ordered Goods:
 - a. bank transfer through the external PayU payment system, supported by PayU S.A. with its registered office in Poznan (in this case, the realization of the order will begin after MakByte sends the Client a confirmation of the acceptance of the order and after MakByte receives information from the PayU system about the Client's payment);
 - b. bank transfer directly to MakByte's account.
4. The customer is obliged to make payment for the order within 5 days. Otherwise, the order will be canceled.
5. MakByte shall post on the ToddleRoad Store's Website information about the order delivery date.
6. The ordered Goods are delivered to the Customer via the Supplier, to the address indicated in the order form.
7. The Customer should examine the delivered parcel at the time and in the manner usual for parcels of a given type, in the presence of an employee of the Supplier.
8. The Customer has the right to request that an employee of the Supplier write a proper protocol in the event of loss or damage to the shipment.
9. The Customer has the opportunity to pick up the ordered Goods in person after contacting MakByte in advance to determine the place and date of transfer of the Goods. The Client does not have the possibility to pick up the Goods in person at MakByte's premises.
10. MakByte attaches a receipt or a VAT invoice covering the delivered Goods to the shipment being delivered.
11. In the event of the Customer's absence at the address specified by the Customer, given when placing the order, as the address of Delivery, an employee of the Supplier will leave an advice letter. If the ordered Goods are returned, to the ToddleRoad Online Store, by the Supplier, MakByte will contact the Customer by e-mail or telephone, setting again with the Customer the date and cost of Delivery.

§ 6 Promotions

1. MakByte may announce, via the ToddleRoad Store Website or on social media channels, Promotional Actions for the opportunity to reduce the cost of Purchases or Deliveries by using the Discount Code.
2. The Promotional Actions will have a fixed time period or the term "while stocks last".
3. In the case of a Promotion that is specified by the requirement to meet the required order amount, once the product from a given order is returned, the respective Promotion/Presentation is no longer valid and should be refunded.
4. MakByte is entitled to cancel or change the terms and conditions of the promotional action at any time, provided that any change will not affect the rights of Customers acquired before the date of cancellation or change of terms and conditions.
5. Promotions and codes do not combine.

§ 7 Non-compliance of goods with the contract and complaints

1. MakByte shall deliver the Goods in accordance with the Contract. If the Goods do not conform to the Contract, MakByte shall be liable to the Consumer or Entrepreneur at the consumer's rights for bringing them into conformity with the Contract on the basis of the provisions of Chapter 5a of the Consumer Rights Act.
2. MakByte shall, for a period of two years from the delivery of the Goods to the Consumer or Entrepreneur on the rights of the consumer, be liable for the non-conformity of the Goods with the Contract. Non-compliance with the Contract occurs if:
 - a. the description, type, quantity, quality, completeness and functionality of the Goods are inconsistent with the Contract,
 - b. The Goods are not fit for the specific purpose for which they are needed by the Consumer or the Entrepreneur on the rights of the Consumer, and which purpose was notified to MakByte at the latest at the time of the conclusion of the Contract and accepted by MakByte,
 - c. The Goods are not suitable for the purpose for which Goods of this kind are usually used,
 - d. The Goods do not provide the durability and safety that can be expected for Goods of this type, or are not in the specified quantity,
 - e. The Goods have not been delivered with the packaging, accessories and instructions that the Consumer or Entrepreneur in the rights of the Consumer may reasonably expect to be provided;
 - f. the Goods do not correspond to the design or sample made available prior to purchase,
 - g. the nonconformity of the Goods with the Contract is due to improper installation of the Goods if it was carried out by MakByte or under its responsibility, or the improper installation carried out by the Consumer or Entrepreneur with consumer rights was due to errors in the instructions provided by MakByte.
3. In the case of non-conformity of the Goods with the Contract, the Consumer or Entrepreneur on the rights of the consumer shall have a claim against MakByte to bring the Goods into conformity with the Contract by repairing or replacing the Goods with new ones. MakByte may make a replacement when the Consumer or Entrepreneur in rights of the consumer demands a repair, or may make a repair when the Consumer or Entrepreneur in rights of the consumer demands a replacement, or refuse to bring the Goods into conformity with the Contract if bringing the Goods into conformity with the Contract in the manner chosen by the Consumer or Entrepreneur in rights of the consumer is impossible or would require excessive costs for MakByte.
4. The Consumer or Entrepreneur on the rights of the consumer may demand a price reduction or withdraw from the Contract if:
 - a. MakByte has refused to bring the Goods into conformity with the Contract in accordance with paragraph 3 sentence 2 above,
 - b. MakByte failed to bring the Goods into conformity with the Contract within a reasonable time, or bringing the Goods into conformity with the Contract would involve excessive inconvenience for the Consumer or Entrepreneur on the rights of the Consumer,

- c. MakByte did not take back the Goods made available by the Consumer or Entrepreneur on the rights of the consumer,
 - d. the Goods were installed before the Goods' non-conformity with the Contract became apparent, and MakByte failed to dismantle the Goods or dismantled but did not reinstall the Goods after repairing or replacing the Goods, or failed to have the Goods re-installed at its expense,
 - e. the lack of conformity of the Goods with the Contract continues even though MakByte has attempted to bring the Goods into conformity with the Contract,
 - f. the lack of conformity of the Goods with the Contract is so significant as to justify an immediate reduction of the price or withdrawal from the Contract, without first taking the opportunity to repair or replace the Goods,
 - g. it is clear from MakByte's statement or the circumstances that it will not bring the Goods into conformity with the Contract within a reasonable time or without undue inconvenience to the Consumer or Entrepreneur in the rights of the Consumer.
5. The Consumer or Entrepreneur on the rights of the consumer may not withdraw from the Contract if the lack of conformity of the Goods with the Contract is insignificant. The lack of conformity of the Goods with the Contract shall be presumed to be material.
 6. If the lack of conformity with the Contract applies only to some of the Goods delivered under the Contract, the Consumer or Entrepreneur with consumer rights may withdraw from the Contract only with respect to those Goods, or with respect to other Goods purchased together with the non-conforming Goods, if the Consumer or Entrepreneur with consumer rights cannot reasonably be expected to agree to keep only the Goods that conform to the Contract.
 7. A complaint regarding the non-conformity of the Goods with the Contract can be submitted in any form, to MakByte's contact information, together with a description of the defect and proof of purchase. MakByte provides on the pages of the Store a sample complaint template that the Customer may use. [sample attached].
 8. The complaint notification should include, in particular, the following data: name and surname, address, order ID, date of transaction, subject and reason for the complaint, bank account number and contact information.
 9. The Consumer or Entrepreneur on the rights of the consumer will receive information on how the complaint will be handled within 14 days counted from the day following the day MakByte received information about the complaint. The Consumer or Entrepreneur on the rights of the consumer will be notified about the resolution of the reported complaint to the e-mail address indicated by him during the order placement.
 10. MakByte shall return the amounts due as a result of exercising the right to reduce the price immediately, but no later than within 14 days from the date of receipt of the statement on price reduction. In the case of withdrawal from the Contract, if MakByte has not offered to collect the Goods from the Consumer or Entrepreneur on the rights of the Consumer itself, it may withhold the refund until it receives the Goods back or provides proof of their return, whichever event occurs first.

§ 8 Withdrawal from the Sales Contract and Return of Compensation

1. A Customer who is a Consumer who has entered into a Sales Contract may withdraw from it within 14 days without giving any reason. The deadline for withdrawal from the Contract of Sale starts from the moment the Customer takes possession of the Goods.
2. The Client may withdraw from the Contract of Sale by submitting a statement of withdrawal to MakByte. The statement may be submitted on a form, the template of which has been posted by MakByte on the ToddleRoad Store's Website. To meet the deadline it is sufficient to send the statement before its expiration.
3. In the event of withdrawal from the Sales Contract, it is considered not concluded.
4. If the Customer has made a declaration of withdrawal from the Contract of Sale before MakByte has accepted its offer, the offer shall cease to be binding.
5. MakByte is obliged to reimburse the Client immediately, no later than within 14 days from the date of receipt of the returned product, for the cost of the purchased product and shipping it to the Client.
6. MakByte is not obliged to reimburse the Customer for the costs incurred by the Customer in returning the goods to MakByte.
7. In case of partial return of the order, shipping costs will not be refunded.
8. The Consumer is obliged to return the Goods to MakByte or give them to a person authorized by MakByte for collection immediately, but no later than 14 days from the day on which the Consumer rescinded the Sales Agreement, unless the entrepreneur offered to collect the Goods himself. To meet the deadline it is sufficient to return the item before its expiration.
9. Returned Goods should be delivered or sent to a package store or to the address specified by MakByte.
10. The Goods may not be returned to MakByte's business address.
11. The Customer shall be liable for any diminution in the value of the Goods resulting from the use of the Goods beyond what is necessary to ascertain the nature, characteristics and functioning of the Goods.

§ 9 Lead magnet

1. MakByte enables the conclusion of Lead Magnet Delivery Agreements under the terms and conditions regulated in this paragraph.
2. For the purposes of this paragraph, by Lead Magnet MakByte means Digital Content in the form of a Newsletter.
3. The conclusion of the Lead Magnet Delivery Agreement consists in the delivery of the Newsletter, for an indefinite period of time, until the termination of the LM Agreement.
4. MakByte delivers the Lead Magnet immediately after the conclusion of the LM Agreement, i.e. after providing personal information, accepting the checkbox and clicking the send button and then confirming the subscription by double opt in. If the Lead Magnet email or Newsletter subscription confirmation email does not arrive immediately after subscription, the Client is requested to check the SPAM content and if there are technical problems, please contact MakByte.

5. The newsletter will be delivered electronically in the form of an email to the email address provided when signing up.
6. MakByte does not provide updates for Lead Magnets, on the grounds that they are not necessary for Lead Magnet to comply with the LM Agreement.
7. The customer may terminate the Lead Magnet Delivery Agreement at any time by clicking on the unsubscribe link in the body of the email. Personal data provided for the purpose of concluding the Lead Magnet Delivery Agreement will be processed for the duration of the Newsletter service and also for archiving purposes in order to be able to prove the fact that the Customer has concluded the LM Agreement in the past.
8. If MakByte has not delivered Lead Magnet, the Client shall call upon it to deliver it. If MakByte fails to deliver the Lead Magnet immediately or within an additional period of time expressly agreed upon by the parties, the Customer may withdraw from the LM Agreement. The Customer may also withdraw from this Agreement without calling for delivery of Lead Magnet. Withdrawal from the Agreement from the delivery of Lead Magnet shall be made by sending MakByte an appropriate statement.
9. MakByte is responsible for Lead Magnet's compliance with the LM Agreement throughout the period of Lead Magnet delivery.
10. If the Lead Magnet is not in compliance with the LM Agreement, the Customer may demand that it be brought into compliance with the LM Agreement.
11. In accordance with applicable regulations, the non-conformity with the LM Contract, which became apparent one year after delivery of Lead Magnet, shall be presumed to have existed at the time of delivery. In the case of delivery of Lead Magnet on a continuous basis, if the non-conformity became apparent at the time when, according to the LM Contract, the LM was to be delivered, it shall be presumed that the non-conformity with the LM Contract occurred at that time.
12. The Customer is obliged to cooperate with MakByte, to a reasonable extent and with the least burdensome technical means, to determine whether Lead Magnet's non-compliance with the LM Agreement is due to the characteristics of the Customer's digital environment. In the absence of cooperation, the presumptions referred to in paragraph 12 above shall not apply.
13. In the event of Lead Magnet's non-compliance with the LM Agreement, the Customer shall have a claim against MakByte to bring Lead Magnet into compliance with the LM Agreement. MakByte may refuse to bring Lead Magnet into compliance with the LM Agreement if bringing Lead Magnet into compliance in the manner chosen by the Customer is impossible or would require excessive costs for MakByte.
14. MakByte shall bring Lead Magnet into compliance with the LM Agreement within a reasonable time from the time it is informed by the Customer of the lack of compliance with the LM Agreement, and without undue inconvenience to the Customer, taking into account its nature and the purpose for which it is used. The costs of bringing Lead Magnet into compliance with the LM Agreement shall be borne by MakByte.
15. Since the Lead Magnet Supply Contract is free of charge, the Customer may not demand a price reduction. Instead, he may withdraw from the Contract if:
 - a. MakByte has refused to bring Lead Magnet into compliance with the LM Contract in accordance with paragraph 14 sentence 2 above,
 - b. MakByte has failed to bring Lead Magnet into compliance with the Agreement within a reasonable time or bringing Lead Magnet into compliance with the LM Agreement would entail undue inconvenience for the Customer,

- c. the Lead Magnet's non-compliance with the LM Agreement continues even though MakByte has attempted to bring the Lead Magnet into compliance with the LM Agreement,
 - d. the Lead Magnet's non-compliance with the LM Agreement is so material as to justify immediate withdrawal from the Agreement, without first exercising its claim to bring the Lead Magnet into compliance with the LM Agreement,
 - e. it is clear from MakByte's statement or circumstances that it will not bring Lead Magnet into compliance with the LM Contract within a reasonable time or without undue inconvenience to the Customer.
16. A complaint regarding Lead Magnet's non-compliance with the LM Agreement may be submitted in any form to MakByte's contact information.
 17. The Customer will be informed about the resolution of the complaint within 14 days counted from the day following the day MakByte receives information about the complaint. The Client will be notified of the resolution of the reported complaint to the email address provided by the Client.
 18. For Lead Magnet in the form of Newsletter, MakByte stipulates that in important cases such as changing the strategy of the Newsletter, improving it, adapting it to the current direction of MakByte's business, undertaking activities leading to an increase in the number of users, it may make changes to the Newsletter. In such a case, MakByte shall inform the Client in a clear and understandable manner about the date and scope of the changes, to the email address indicated during the conclusion of the Lead Magnet Delivery Agreement. If the change materially and adversely affects the Client's access to the Newsletter, the Client may terminate the Agreement at any time with immediate effect by clicking on the "cancel subscription" link contained in the body of the email.
 19. MakByte shall make available to the Customer, at the Customer's request and at its expense, within a reasonable time and in a commonly used machine-readable format, the content generated or provided by the Customer in the course of using Lead Magnet, other than personal data, except for the content referred to in points a-c above.
 20. The Customer may terminate the Lead Magnet Delivery Agreement at any time without notice. To do so, simply submit a statement to MakByte (in any form to MakByte's contact information) or click on the unsubscribe link located in the footer of each email sent within the Newsletter. MakByte shall terminate the Lead Magnet Delivery Agreement without notice if the Customer does not show any activity related to the Newsletter. For this purpose, MakByte shall send the Client a request for the desire to continue the Lead Magnet Delivery Agreement before giving such notice. Failure to respond to such email or failure to open such email within 3 days of its sending shall result in termination of the LM Agreement by MakByte with immediate effect.

§ 10 Final provisions and amendment of the Regulations

1. These Regulations are effective as of the date of publication on the website of the Online Store and replace the previously effective regulations of the Online Store.
2. The content of these Regulations may be recorded by printing, saving on a carrier or downloading at any time from the pages of the Online Store.
3. The Regulations are subject to change. Each Client will be informed about the content of changes to the Regulations by MakByte placing a message about changes to the Regulations, containing a summary of changes to the Regulations, on the main page of

the Internet Store and maintaining this information on the main page of the Internet Store for a period of at least 10 consecutive business days, while Clients who have a Client Account will be additionally informed by MakByte by sending information containing a summary of changes to the Regulations to the e-mail address indicated by them in the registration form.

4. Notification of changes to the Terms and Conditions, in the manner specified above, will take place no later than 7 business days prior to the introduction of the amended Terms and Conditions. If the Client with a Client Account does not accept the new content of the Regulations, he/she is obliged to notify MakByte within 7 days from the date of informing about the change of the Regulations. Lack of acceptance shall result in termination of the contract for the provision of electronic services, subject to the preservation of any rights acquired by the parties.
5. All orders accepted by the Store for execution before the date of the change of the Terms and Conditions shall be executed on the basis of the Terms and Conditions that were in effect on the date of placing the order by the Customer.
6. If a dispute arises on the basis of a concluded Sales Contract, the parties will seek to resolve the matter amicably. Each Customer may take advantage of out-of-court ways of dealing with complaints and claims. In this regard, it is possible for the Customer to use mediation. Lists of permanent mediators and existing mediation centers are provided and made available by the Presidents of the relevant District Courts.
7. The Regulations as amended herein shall enter into force on 01.01.2023 and shall apply to orders placed on and after this date. Contracts entered into until December 31, 2022 are subject to the Regulations in their current wording, which are available on the Service's website.