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The Website at [www.colorland.com/us](http://www.colorland.com/us) is operated by Focus Sp. z o.o., based in Zaczernie, Zaczernie 190, 36-062 Zaczernie, Poland entered in the register of entrepreneurs kept by the District Court in Rzeszow, XII Economic Department of the National Court Register under KRS number: 0000815538, NIP 5170403426, REGON: 384947680, e-mail address: [info.us@colorland.com](mailto:info.us@colorland.com), phone number +1 929 666 4601

## I. General Provisions

1. These Regulations set out the types and scope of the Services, terms and conditions for the delivery of the Services via the Website and for the conclusion and termination of contracts for the provision of the Services or sales, as well as rules, costs, delivery dates and methods, the procedure for filing statement of withdrawal from the contract, and the procedure for lodging complaints.
2. The information presented on the Website related to Products and Services, in particular the descriptions, technical parameters and prices, do not constitute a sales offer as defined by the Civil Code (Journal of Laws No. 16, item 93, as amended), but rather they are an invitation to conclude an agreement within the meaning of Article 71 of the Civil Code. They do not constitute a public assurance by the Service Provider.
3. The Products presented on the Website may be offered by a Seller cooperating with the Service Provider. Full details of the Seller are presented in a transparent manner on the Website in the User's Account.
4. If the Website does not contain information about the Seller, as stipulated in point 3 above, the Service Provider shall be the Seller.

5. All the prices shown on the Website, expressed in the currency selected in the Online Store, are gross prices (including VAT).
6. The User shall refrain from any behaviours that could adversely affect the proper functioning of the Website, in particular, he/she shall not tamper with the contents of the Website or its technical elements, or provide/send contents of an unlawful nature. In particular, it is forbidden to place in the resources of the Website any photos violating in any way the applicable law, inciting racial, ethnic or religious hatred, containing pornographic content, advocating fascism, Nazism, communism, promoting violence, offending religious beliefs, or violating the rights of others..
7. By accepting the content of these Terms and Conditions, the User acknowledges that he/she will not violate the above rules.
8. The Service Provider shall publish on the Website opinions contributed by Customers (including Consumers) or other persons interested in posting an opinion on the Website:
  - a) The Service Provider, in cooperation with external entities, makes it possible for Customers (including Consumers) who purchase the Seller's Products to express their opinions on the Products. The opportunity to post reviews is only offered by the Service Provider to those who have previously purchased the Products. Reviews posted by Customers are not sponsored and are not verified prior to posting.
  - b) Notwithstanding the foregoing, the Service Provider shall publish on the Website opinions related to the general assortment of products or to the customer service, posted by users of external review gathering services cooperating with the Service Provider. Such opinions may relate to the Products. The reviews posted in this way are not sponsored and are not verified before they are published. They also do not necessarily relate to the Products.
  - c) The Service Provider shall publish on the Website opinions related to the general assortment of products or to the customer service posted by the Website users. Such reviews may relate to Products and shall be verified before being published. Opinions posted in this way are not sponsored. They do not necessarily relate to the Products.
9. The capitalized terms used in these Regulations shall be defined as follows:
  1. **BUSINESS DAY** - a day from Monday to Friday excluding public holidays in Poland.
  2. **EDITOR** – an interactive tool available on the Website in the form of an electronic service, enabling the User to make Product Designs.
  3. **ORDER FORM** - an interactive form available on the Website which (depending on the Product to be purchased) allows the User to select the Design, the parameters of the Design (such as number of pages, form, material, auxiliary items), as well as the method of Product delivery, and to accept the Design and place the Order for the Product.
  4. **CUSTOMER** - a legal person, an organisational unit other than a legal person to which the law grants legal capacity, a natural person other than a consumer within the meaning of Article 221 of the Civil Code Act of 23 April 1964, or a Consumer who has placed an Order on the Website.
  5. **CONSUMER** - a natural person making purchases on the Website which are not directly related to his/her business activity or work, i.e. a consumer within the meaning of Article 22(1) of the Civil Code. The provisions of the Terms and Conditions specific to Consumers shall also apply to a natural person concluding, via the Website, an agreement directly related to his/her business activity, when it follows from the content of that agreement that it is not of a work-related nature for him/her, as reflected in particular by the scope of his/her business, identified based on the legal regulations on the Central Register and Information on Business Activity. In such cases, the provisions hereof relating exclusively to Customers will not apply to such a person, either.

6. **ACCOUNT** - designated with an individual name (login) and password defined by the User, a set of resources kept in the Service Provider's ICT system, storing the User's data, including information on Orders placed.
7. **NEWSLETTER** - information, including commercial information as defined in the Act of 18 July 2002 on provision of services by electronic means (Journal of Laws of 2002, No. 144, item 1204, i.e. Journal of Laws of 2017, item 1219) originating from the Service Provider, sent to the User via electronic means by the Service Provider, or on behalf of the Service Provider.
8. **PRIVACY POLICY** - a separate document regulating the principles related to the protection of the Users' personal data and privacy.
9. **POSITIVE ORDER VERIFICATION** – the process of positive verification of an order shall comprise all of the following:
  1. correctly completed Order Form,
  2. in the case of Orders prepared using Editor, transmission of the complete Design of the Product, selected and accepted by the User, from his/her own device,
  3. receipt of payment for the Order placed or use of a shopping voucher,
  4. acceptance of the Order for realisation, which is confirmed via e-mail by the Service Provider.
10. **PRODUCT** – a work that is a movable item executed based on a User's Order, in accordance with the Design, or a finished movable item, subject to the agreement between the Customer and the Service Provider.
11. **DESIGN** – the graphic design of the future Product, complying with the requirements and submitted to the Website by the User.
12. **TERMS AND CONDITIONS** – these Regulations, including the annexes.
13. **WEBSITE** – the online site operated by the Service Provider and available at the address specified herein.
14. **SELLER** – a natural person acting as a sole trader or a legal person offering Products which may be purchased on the Website. The Seller may be the same as the Service Provider. The Website makes it possible to offer Products of only one entity at a time – the entity working in close partnership with the Service Provider and related by ownership. The Website is not an online trading platform, as defined in the Consumer Rights Act of 30 May 2014.
15. **SERVICE** – a service provided by electronic means through the Website or a digital service specified herein.
16. **SERVICE PROVIDER** - Focus Sp. z o.o., based in Zaczernie, Zaczernie 190, 36-062 Zaczernie, Poland entered in the register of entrepreneurs kept by the District Court in Rzeszow, XII Economic Department of the National Court Register under KRS number: 0000815538, NIP 5170403426, REGON: 384947680, e-mail address: [info.us@colorland.com](mailto:info.us@colorland.com), phone number +1 929 666 4601.
17. **USER** – a natural person with full legal capacity, a legal person or an organisational unit without legal personality who uses the Service.
18. **ORDER** - a declaration of will made by means of the Order Form and constituting an offer to conclude a contract for the execution or sale of the Product by the Service Provider.

## II. Type and Scope of Services

The Service Provider renders the following services via the Website:

### II.1 Operation of User Account on the Website.

1. The Account shall be open if the following requirements are met:
  - a. the registration form has been filled in,
  - b. the User has clicked "register" or similar button, or he/she has used the option of registering via his/her "Facebook"/Google account,

### II. 2 Use of the Website functionalities

1. The functions of Editor (which is a digital service), accessible for the User, depend on the Product purchased. In general, Editor enables the User to:
  - a. select the Product concept, by clicking on the "design" or similar button,
  - b. select the parameters of the Design, and/or make his/her own Design,
  - c. accept the Design - place the Design in the shopping cart, the collection of Designs, by clicking on "your cart" or similar button.
2. It is possible to use Editor to provide access to a preview of the Design to third parties, or to enable viewing and adding images to the Design. The access is provided by means of an individually generated link, QR code or another functionality.
3. The interactive Order Form enables the User to:
  - a. Select the Product and its parameters, e.g. quantity of the Products, extra features, personalisation options specified for the Product, etc., and choose the method of delivery.
  - b. Provide the data specified in the Order Form to enable delivery of the Product. Customers other than Consumers must also provide the company name and tax identification number (in the case of Customers who are Polish taxpayers, as defined in Article 106b, clause 5 of the Value Added Tax Act of 11 March 2004. -i.e. of 9 November 2018, Journal of Laws of 2018, item 2174, as amended, if such Customer fails to provide the Tax Identification Number along with a purchase order, and consequently the Seller issues a receipt which does not contain that number, the Seller cannot later issue a VAT invoice relating to that Order).
  - c. Place the Order by clicking on the "order and pay" or similar button – up until this point, the User can change the data entered (for this purpose, follow the messages displayed and the information available on the Website).
4. Provision of the Newsletter Service.
  - a. The Newsletter service shall be provided to the Users who enter the e-mail address to which the Newsletters are to be sent and click on the "subscribe" or similar button, in the "Newsletter" tab in the "Account settings" section or in the dedicated section of the Website.
  - b. It is also possible to subscribe to the Newsletter service by ticking the appropriate box when setting up an Account on the Website or in the related subpages within the Website.

- c. The Newsletter is an additional service, free of charge and unrelated to Orders placed.

### III. Terms and Conditions for Provision of Services

#### 1. Payment:

1. The Services are rendered by the Service Provider free of charge.

#### 2. The duration of the agreement for the provision of Services:

1. The agreement for the provision of the Service which involves operation of an Account on the Website is concluded for an indefinite period of time.
2. The agreement for the provision of the Service which enables the use of Editor shall be concluded for a definite period of time and shall be terminated once the use of Editor is discontinued.
3. The Agreement for the provision of the Service enabling the use of the Order Form shall be concluded for a definite period of time and shall be terminated once the User places or resigns from placing an Order.
4. The Newsletter Service Agreement is concluded for an indefinite period of time..

#### 3. Technical requirements for the cooperation with the ICT system used by the Service Provider, and for the correct operation of the Services:

1. Computer, tablet, phone or other multimedia device with access to the Internet.
2. Correctly configured Web browser installed on a device with Internet access: e.g. Mozilla Firefox, Microsoft Edge, Google Chrome, Safari.
3. Java Script and cookies enabled in the web browser.
4. Browser add-ons, e.g. plug-ins, anti-virus software, firewalls, which may affect the display of certain page elements, are deactivated.

#### 4. The Service Provider stipulates that in order for Editor to function properly, the files it supports should meet the following requirements:

1. maximum weight: 40 MB,
2. maximum resolution: 60 Mpix,
3. maximum file size: 15000 px,
4. accepted file extensions: jpg, jpeg, png, heic, heix, avif.

#### 5. The Service Provider may formulate specific guidelines for the use of the Services, which will be accessible to the User through the respective Service or on the Website, in the separate sections (e.g. FAQs).

#### 6. The use of Editor in mobile devices with unstable Internet connection, or in the case of access with limited bandwidth, as well as a large number of web browser tabs running at the same time, may require a longer waiting time for files to be sent to the Service Provider's server; consequently in such a case it is necessary to carefully verify the correctness of the Design, prior to placing the Order.

#### 7. The Service Provider does not verify the quality and content of the files uploaded by the User while he/she is using Editor.

#### 8. The Service Provider herein points out that the use of the Website, and in particular Editor and the Order Form, may result in a limited access to certain functionalities of the Website; consequently in such a case it is necessary to carefully verify the correctness of the Design, prior to placing the Order.

#### 9. Pursuant to the provisions of the Act of 18 July 2002 regarding services delivered by electronic means, the Service Provider does not check the content submitted by Users requesting the Services.

#### 10. The Service Provider hereby points out that the use of the Website may involve standard risks associated with online operations, for which it may not be held liable, and therefore recommends that Users take appropriate steps to minimise such risks.

11. The Service Provider points out that the Designs may slightly differ from the way the final Products look. The Service Provider herein informs that, despite its best efforts, it cannot guarantee the accuracy of the colors in the images shown on the Website, as their representation depends e.g. on the display settings of the device, browser, and operating system applied.
12. The User grants to the Service Provider, for the duration of the contract for the provision of the Services and the realisation of the Product, a royalty-free, non-exclusive, indefinite licence with the right to grant a sub-licence to the works transferred to the Service Provider for the purposes of providing the Services or realising the Products, in the following fields of exploitation: permanent or temporary reproduction, in whole or in part, by any means and in any form, in particular for the purpose of introducing, displaying, using, transferring and storing the work, as well as producing copies thereof by means of any technique, including printing, reprography, magnetic recording and digital technology; transforming into data vectors or multidimensional matrices that can then be processed by neural networks, adapting, rearranging or making other changes to the work; the right to create new versions of the work; entering into computer memory; archiving the work in whole or in part; the right to process, post-produce and transform the work, and in particular to cut, fragment and transfer it into other forms and use it in these forms. The foregoing is solely for the purpose of performing the Services for the User in accordance with the terms and purpose of the Services under which such sharing takes place.
13. The Service Provider reserves the right to:
  - a) temporarily discontinue the Services due to operations related to maintenance of or changes to the Website,
  - b) send to the User's e-mail address any communications of technical, or legal nature or other messages relating to the functioning of the Services,
  - c) refuse to provide the Services if the User violates the Terms and Conditions or has provided false data in the Account,
  - d) customize in any way the content of information sent to Users,
  - e) block access to the User's Account containing erotic or pornographic materials, illegal software or materials infringing the rights of third parties, presenting information about the possibility to obtain such contents (links), as well as other materials violating the law, decency, or promoting online sites competing with the Website; if credible and reasonable information regarding such facts is acquired, the Service Provider may remove such contents,
  - f) remove from the Website any content shared by Users through the Services, if such content violates the provisions hereof.

#### IV. Conditions for Entering into Agreement for the Performance or Sale of a Product

1. The price of the Product displayed on the Website is given in the relevant currency for the specific market (country) and comprises all components, including VAT. Prices do not include delivery costs which are shown during the placement of the Order on the Website and depend on the selected method and place of delivery.
2. The price of the Product can be paid by using a shopping voucher; the price of all or selected Products in the shopping basket is reduced once the relevant code has been entered.



3. The price of the Product displayed on the Website is binding at the time the Order is placed. This price will not change irrespective of any price changes on the Website that may occur for specific Products after the Order has been submitted.

#### **IV. 1 Concluding a contract for the performance or sale of the Product using the Order Form**

1. A contract for the performance or sale of a Product is concluded after an Order has been placed, in accordance with section II, clause 3 hereof.
2. Once the Order has been placed, the Service Provider shall promptly acknowledge receipt of the Order. The acknowledgement that the Order has been accepted is sent in an e-mail message which includes: confirmation of all essential components of the Order, a statement by the Service Provider that the Order has been received, a statement by the Service Provider that the payment has been received and credited, and therefore the Order has been accepted for completion; the email also specifies the planned date of dispatch.
3. Upon Positive Verification of the Order, the contract for executing or sale of the Product is concluded between the Customer and the Seller. Any change to the scope of the Order after this stage will be priced independently of the original scope of the Order. Making additional Orders after Positive Verification shall be equivalent to placing a new Order and concluding a new contract for executing or sale of the Product between the Customer and the Seller.
4. Each contract for executing or sale of the Product shall be acknowledged with a receipt, VAT invoice or other document confirming the sale, to be issued by the Seller as specified by the User in the Order Form.
5. The products subject to the sales contract concluded with the Customer remain the property of the Seller until the price and delivery costs under the sales contract have been paid.

### **V. Payment Terms and Methods**

1. The Seller requires payment for Orders to be made in advance.
2. The Website provides an option for Payment for Orders to be made via online payment systems. The available payment methods and detailed information about the payment can be seen during the Ordering process and in the [Payment](#) tab.

### **VI. Deliveries**

1. The Website provides the following options for Product delivery: by courier, or any other form of shipping available when the Order is being placed. Delivery costs are covered by the Customer.
2. The cost of delivery depends on the selected method of Product and Order delivery and for each Order the estimated cost is shown at the time of its realisation. If the estimated cost of Order delivery changes after contacting the carrier, the Customer will be individually informed by the Service Provider of the total cost of delivery.
3. The type of shipment and the courier service provider selected to execute the shipment may change for objective reasons making it impossible to dispatch the Product (e.g. lack of support for a certain size of the Product, country of destination, temporary unavailability of the shipping service).
4. Lead time for delivery of the Product comprises the time needed by the Seller to complete the Order and the time required by the carrier to deliver the Product:

- 4.1. The total and maximum lead time for the Order delivery should not exceed 30 business days calculated from the date of Positive Verification of the Order to the time the Order is dispatched to the Customer.
- 4.2. The delivery time for the Product depends on the delivery method and the carrier selected by the Customer, and can be seen in the shopping basket once the delivery option has been selected.
5. The deliveries are made on Business Days.
6. The Service Provider shall not be liable for any delay, non-delivery or need for a re-delivery resulting from the User providing incorrect or incomplete data for the delivery of the Product.
7. If the Customer fails to collect the shipment and it is then returned to the Service Provider, the Service Provider shall contact the Customer by e-mail or phone, to determine with the Customer a new delivery date and cost. The cost of the return shipment to the Service Provider and the re-delivery to the Customer shall be charged to the Customer.
8. In the event of the Customer's delay in collecting the Product, the Service Provider may place the Product in storage, at the expense and risk of the Customer, after having notified the Customer that the Product may be placed in storage at the expense and risk of the Customer, and after having informed the Customer about the estimated costs of such storage and about how and where the Product may be picked by the Customer. The Customer will be informed at least 7 days prior to placing the Product into storage.
9. Notwithstanding clause 8 above, due to the limited storage space available, the Service Provider shall be entitled to dispose of any Products which have not been collected by the Customer and which have been returned to the Service Provider, after 30 days from receipt if there is no contact with Customer, as stipulated in clause 7 above.

## VII. Termination of Agreement for the Provision of Services

### **VII.1 Termination of the Agreement for the Operation of the Account on the Website.**

1. The User may terminate the contract for the operation of his/her Account on the Website by sending an appropriate notice in an e-mail to the address listed next to the Website address herein, or in writing to the Service Provider's address.
2. The Service Provider may terminate, with immediate effect, the contract for operation of the Account on the Website if the User provides unlawful content therein. The User's Account may be removed or blocked by the Administrator if the User does not comply with the Terms and Conditions or if cooperation with a given User has been terminated, of which the User will be notified by the Service Provider. The Service Provider reserves the right to store customer data (data entered by the Customer when creating the account) and all the data concerning the orders of the Customer whose account has been removed, in accordance with the rules established in the Privacy Policy.
3. The contract for the operation of an Account on the Website shall be terminated 7 days after the date of receipt of the declaration of intent to terminate it (notice period).
4. The User may also terminate the contract for the operation of his/her Account on the Website with immediate effect by using the options available within the Account, in the following manner:



- a) In the tab "Account settings" displayed in the Account panel, after providing the Account password, click on the "delete account" or similar button, after which you will receive an email with a link making it possible to confirm the request to delete the Account.
  - b) By clicking the link you automatically terminate the contract for electronic provision of services involving operation of the Account.
5. The termination of the contract does not eliminate the legal effects that arose earlier - during the term of the contract.
  6. The Service Provider and the User may terminate the contract for the provision of electronic services at any time by agreement of the parties.

#### **VII.2 Termination of the Agreement for the use of Editor**

1. The contract for the use of Editor shall be terminated when the use of Editor is discontinued, in accordance with section III, clause 2 hereof.

#### **VII.3 Termination of the Agreement for the use of Order Form**

1. The contract for the use of the Order Form shall be terminated when the use of the Order Form is discontinued, in accordance with section III, clause 2 hereof.

#### **VII.4 Termination of the Agreement for the provision of Newsletter.**

1. The User may at any time unsubscribe from the Newsletter service; to do this, in the tab "Account settings" displayed in the Account panel, after providing the Account password, click the "Account settings" button and then uncheck the "I want to receive the Newsletter" or a similar button.
2. It is possible to unsubscribe via a link in the Newsletter message. The User will receive a confirmation on the Website that the email address has been removed from the Newsletter service.

### **VIII. Complaint Procedure Applicable to Consumers**

#### **VIII.1 Complaints regarding non-conformity of the Product or digital service with the agreement:**

1. The grounds for and scope of the Service Provider's liability to the Consumer for non-conformity of the Product, digital contents or digital service with the contract are defined by the Consumer Rights Act of 30 May 2014. Agreements involving the transfer of Product ownership to the Consumer, including in particular sale contracts, delivery contracts, and contracts for specific work are not subject to provisions set forth in Book Three of Title XI of Part II of the Civil Code Act of 23 April 1964 (Journal of Laws of 2022, item 1360 and 2337).
2. Information about the non-conformity of the Product with the agreement, as well as the related request can be sent via e-mail to the address: [info.us@colorland.com](mailto:info.us@colorland.com) or in writing to the Service Provider's address.
3. When it is necessary to assess the non-conformity of the Product with the agreement, the Product should be delivered to the Service Provider's address.
4. Consumers' claims related to performance of contracts for specific work or sales contracts are processed within 14 calendar days from the date of the complaint.
5. The response to the complaint shall be sent to the address provided by the Consumer, or by other means specified by the Consumer.

6. If the complaint is recognised, the Service Provider shall refund the cost of delivery of the Product, subject to the complaint. If the Consumer has selected a method of delivery other than the least expensive ordinary method of delivery offered by the Service Provider, the Service Provider shall not be required to reimburse the Consumer for the additional costs incurred by the Consumer.

#### **VIII. 2 Complaints related to services provided by the Website:**

1. Complaints relating to the provision of electronic services via the Website may be submitted by the Consumer via e-mail sent to the following address: [info.us@colorland.com](mailto:info.us@colorland.com)
2. The e-mail message referred to above should contain as much information as possible and describe the circumstances related to the substance of the complaint, in particular the type and date of the irregularity; it should also specify contact details - this will facilitate and accelerate the processing of the complaint by the Service Provider.
3. The Service Provider shall handle the complaint promptly, no later than within 30 calendar days from the date of receiving the complaint.
4. The Service Provider's response to the complaint shall be sent to the Consumer's e-mail address provided in the complaint or by other means specified by the Consumer.

#### **VIII. 3 Complaints about a failure to perform or inadequate performance of payment services:**

1. Complaints about a failure to perform or inadequate performance of payment services should be addressed to the relevant payment operator directly by e-mail, using the contact form, or by phone – as specified in the terms and conditions for electronic payment services of the relevant payment operator.

### **IX. Complaint Procedure Applicable to Customers other than Consumers, who are not Entitled to Consumer Rights**

1. In order for the Service Provider to handle Customer's complaint related to a damage to the Product which occurred during transport to the Customer, such damage shall be reported to the Service Provider, in the manner described in Section XI, within 7 days after the damage has been discovered (but no later than within 30 calendar days from the date of Product delivery); the report shall be submitted together with a detailed description of the problem and with the relevant Product delivered at the Customer's expense to the Service Provider's address.
2. In the case of Products ordered on the Website, complaints related to damage occurring during transport to the Customer can be filed via the Complaint Form available in the Regulations section of the Website, or by submitting the related claims by e-mail.
3. If the complaint is accepted, the Service Provider will not reimburse the Customer for the shipping/delivery costs of the Order.
4. The Service Provider shall respond to complaints submitted by the Customer within 30 calendar days from the date these have been reported, as well as inform the Customer about the further course of proceeding.
5. The Service Provider shall not accept Products returned using a cash-on-delivery system.

### **X. Damage to the Product during Transport**

1. If damage to the Product is identified, the Customer is required to inspect the shipment; if he/she finds that items are missing or have been damaged during transport, he/she

shall report the situation and complete a protocol of damage to the shipment, if possible in the presence of the deliverer.

2. If the damage to the Product could not be seen from the outside upon receipt of the shipment, the Customer shall immediately submit a request to determine this fact upon discovery of the damage, but no later than within 7 days after the receipt of the shipment. Exceeding this deadline will mean that no claims against the carrier can be pursued.
3. Before signing the report of damage to the shipment, it is important to read it carefully and pay particular attention to the conformity of the information contained therein with the actual state of the shipment (damage to the packaging, cautionary markings).
4. If the shipment has not been accepted due to damage, this fact must be clearly stated in the shipping documents.

## XI. Right to Withdraw from Agreement

1. The right to withdraw from a distance contract shall not be granted to the Consumer in particular with regard to contracts (Article 38 of the Consumer Rights Act of 30 May 2014):
  - a) concerning provision of services for which the Consumer is required to pay a price if the entrepreneur has performed the service in full with the express and prior consent of the Consumer who has been informed beforehand and has acknowledged that he/she shall no longer have a right to withdraw from the agreement after the service has been executed by the entrepreneur,
  - b) where the scope of the service includes an audio or video recording or computer software supplied in sealed packaging, when the packaging has been opened after delivery,
  - c) where the price or remuneration is subject to fluctuations in the financial market which are beyond the entrepreneur's control and which may occur before the deadline for withdrawal from the agreement;
  - d) where the scope of the service includes non-prefabricated goods made to the Consumer's specifications or intended to meet his/her individual needs; this particularly applies to Products,
  - e) where the scope of the service includes delivery of perishable goods or goods which have a short shelf life.
2. In cases other than those specified in items a)-e) above and in other cases stipulated in the applicable legislation, a Consumer who has concluded a distance contract may withdraw from it without stating the reasons by submitting an appropriate declaration in writing within fourteen calendar days after the conclusion of the contract.
3. In order to meet the deadline, it is sufficient to send the relevant declaration, before the expiry of the term, via a postal operator or other entity providing transport services or by email.
4. The declaration referred to in clause 3 above should be sent to the following address of the Seller: [info.us@colorland.com](mailto:info.us@colorland.com)
5. In the case of withdrawal from the contract, the agreement is considered invalid and the Consumer is released from all obligations. What the parties have provided is returned unchanged, unless the change was necessary within the limits of ordinary administration.
6. The Consumer shall receive a refund of all payments made, including delivery costs. If the Consumer has selected a method of delivery other than the cheapest ordinary

method of delivery offered by the entrepreneur, the entrepreneur shall not be required to refund the additional costs incurred by the Consumer. The Consumer shall only bear the direct costs associated with returning the Product to the Service Provider.

7. The refund shall be made without delay, but no later than within fourteen days. If the Consumer has made any prepayments, statutory interest shall be due on these from the date of prepayment.
8. The refund of the price paid will be made by the Seller to the bank account number specified by the Consumer or by other means specified by the Consumer.
9. The fourteen-day period within which the Consumer may withdraw from the agreement shall run from the date of the delivery of the item and, where the contract concerns the provision of a service, from the date of the agreement.

## XII. Liability

1. The Service Provider or the Seller shall be liable to the Consumer for damages resulting from the non-performance or improper performance of its obligations, unless this is due to circumstances for which the Service Provider or the Seller may not be held liable (force majeure).
2. In relation to the Customer who is not a Consumer, the Service Provider or the Seller may be held liable for non-performance or improper performance only in the case of intentional damage and only within the limits of losses actually incurred by the Customer. In particular, the Service Provider or the Seller shall not be held liable for any damage caused by the use of the Website by the Customer which is in conflict with the law or these Terms and Conditions.
3. Once the Product is released by the Service Provider or the Seller to the carrier, the benefits and obligations related to the item and the risk of accidental loss or damage to the item are transferred to the Customer who is not a Consumer. In such a case, the Service Provider or the Seller shall not be liable for any loss, defect or damage to the Product occurring from the time of its acceptance for transport until its release to the Customer or for any delay in the delivery of the shipment.
4. The liability of the Service Provider or the Seller to the Customer who is not a Consumer, regardless of the legal grounds of such liability, is limited - both in the case of a single claim, and for all claims in total - to the amount of the price paid and delivery costs under the contract for making or sale of the Product. The Service Provider or the Seller shall be liable to the Customer who is not a Consumer only for typical damages foreseeable at the time of concluding the contract and shall not be liable for lost profits in relation to the Customer who is not a Consumer.

## XIII. Copyrights

1. The Service Provider relies solely on the User's declarations with regard to copyright in the materials sent in by the User.
2. By placing an Order, the User declares that he/she owns the rights to all submitted files and does not infringe anyone's rights by placing the Order.
3. If third party copyrights are infringed resulting from the performance of the Order, the User shall be solely responsible for the infringements. In such a case, he/she shall be required to indemnify the Service Provider against all claims of third parties and to reimburse the Service Provider for the costs incurred as a result of such claims.
4. If the Service Provider receives official notification or becomes aware of credible information as to the illegality of the content stored on the Website, the Service Provider shall inform the User and immediately disable access to such content.

5. All and any information, content, image files and software shared by the Service Provider on the Website are the property of or are licenced to the Service Provider and are protected by law.
6. The Service Provider does not grant the right to copy, share, modify, make generic Products or distribute any components of such products.

#### XIV. Additional information

1. The content of the contract for the provision of Services shall be fixed, secured and made available by sending an appropriate e-mail after the conclusion of the agreement.
  2. The content of the contract for making or sale of the Product is fixed and shared in two ways:
    - a) by sending the content of the agreement in an e-mail message,
    - b) by forwarding Order specifications and sales receipt,
    - c) The content of the agreement is additionally saved and secured in the Service Provider's ICT system and it is available to the Customer or Consumer at his/her request.
- 3. Storage of files**
1. The Designs are stored in the Website database for a duration specified in a separate section/subpage, e.g. Repository/FAQ.
  2. After the User has logged in to his/her Account, he/she will be informed about the scheduled removal date of the Designs from the Website's resources.

#### XV. Final Provisions

1. Agreements executed via the Website shall be concluded in compliance with Polish law and in the Polish language, without prejudice to the protection afforded to consumers by the mandatory provisions of the country of their habitual residence.
2. Any matters which are not regulated herein shall be subject to the provisions of: Civil Code of 23 April 1964 (Journal of Laws No. 16, item 93 as amended); Act on Provision of Electronic Services of 18 July 2002 (Journal of Laws No. 144, item 1204 as amended); and Consumer Rights Act of 30 May 2014 (Journal of Laws 2014. 827).
3. Settlement of disputes:
  - a) Any disputes arising between the Service Provider and the Consumer, as defined in Article 22 1 of the Civil Code of 23 April 1964 (Journal of Laws No. 16, item 93 as amended), may be settled out of court through mediation or arbitration. A list of permanent arbitration courts is displayed on <http://www.pssp.org.pl>. List of mediators is maintained by each regional court in Poland. Information about mediators is available on the websites of the competent court of justice.
  - b) Any disputes arising between the Service Provider and the Consumer, as defined in Article 22 1 of the Civil Code of 23 April 1964 (Journal of Laws No. 16, item 93 as amended) shall be submitted to the competent courts in accordance with the provisions of the Civil Procedure Code of 17 November 1964 (Journal of Laws No. 43, item 296 as amended).
  - c) Details concerning the methods and access to out-of-court forms of dispute settlement are available at: [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php).

- d) A platform for online dispute resolution between consumers and traders at EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr/>. The ODR platform is an interactive and multilingual website with a single point of entry for consumers and traders seeking to resolve out-of-court a dispute concerning contractual obligations arising from an online sales or service contract.
- e) Any disputes arising between the Service Provider and a Customer who is not a Consumer shall be submitted to the court having jurisdiction over the Service Provider's registered office.

## XVI Entry into force of these Terms and Conditions

1. These Terms and Conditions shall take effect on **03.04.2023**.
2. The Service Provider may change these Terms and Conditions unilaterally in the event of: (a) a change in the legal regulations applicable to the provision of services by electronic means or to long-distance transactions, (b) a change in the Service Provider's offer related to the Services or Products, provided that the amendments to these Terms and Conditions are intended to adapt their content to the offer.
3. If a specific provision of these Terms and Conditions is considered invalid or ineffective, the invalidity or ineffectiveness of this provision does not affect the validity or effectiveness of the other provisions hereof. The Service Provider shall make efforts to replace the invalid or ineffective provision with a new, legally effective provision.
4. Product Orders placed before the new Terms and Conditions have come into force shall be governed by the rules set out in the existing Terms and Conditions; the amendment hereto does not affect the rights and obligations of the parties to the contract, relating to the Products from the Website, established before the amendment has come into force.
5. The Service Provider shall inform the Users about a change hereto, and about the date of entry into force of the amended Terms and Conditions by sending a related email to the Users' addresses or by posting the relevant information on the Website in the form accessible at the first login of the User after the change hereof.
6. Amendments to the Terms and Conditions shall apply to the Users from the date specified by the Service Provider, which shall not be earlier than 7 calendar days after the Users were notified about such amendment. The notice of termination shall be submitted within 14 days. It should be sent to the Provider's email address [info.us@colorland.com](mailto:info.us@colorland.com) in writing to the Service Provider's address.