

TERMS AND CONDITIONS OF THE OUTHORN INTERNET STORE

Definitions:

1. **The Seller** is a company under the name OTCF S.A. with its seat in Wieliczka, Poland (ul. Grottgera 30, 32-020 Wieliczka, Poland), registered by the District Court for Krakow - Śródmieście in Krakow, 12th Commercial Division of the National Court Register number KRS 0000555276 NIP: 9451978451, REGON: 356630870, with the share capital of PLN 7.384.500 (fully paid-up), phone number to the Outhorn Customer Service: 12 384 81 30, email esklep@outhorn.com.
2. **The Store** – the online Outhorn store available at <https://outhorn.com/> run by the Seller, a sales platform through which the Seller:
 - a. provides for Users electronic services such as registering and using the User Account;
 - b. allows entering the Goods sale distance contracts, through which Users can also view the Goods offered by the Store. The Seller through the Store provides proper system, ICT, technological tools in order to provide to the above-mentioned services.
3. **The Store Website** – the website available at <https://outhorn.com/>.
4. **The Terms and Conditions** – the present Terms and Conditions setting out rules of using the Store, in particular the rules of entering into - through the Store - contracts of sale of the Goods offered by the Store, the rules of implementation of these contracts and the rules of the complaint procedure.
5. **The User** – a natural person using the functionalities of the Store or other entity being able - according to the applicable law - to carry out such activities.
6. **The Customer** – the User, who entered into a contract of sale with the Seller.
7. **The Consumer** – the User who is a consumer according to the applicable law.
8. **The User Account** – means a panel, individual for each User, activated for the User by the Seller (after the User registered and thus entered into an agreement for the provision of the User Account service), where data provided by the User at the registration of the Account are stored,

however, registration of the User Account is not required to use the Store or to browse the Store's assortment and place an order.

9. **The Goods** – movables in the Store's assortment that may be the subject matter of a contract of sale between the User and the Seller.

10. **The Contract of Sale** – a contract of sale of the Goods entered into by the User and the Seller through the Store following the rules set out in the Terms and Conditions.

I. Preliminary provisions.

1. The Seller shall apply technical and organizational means appropriate to hazards, including means to prevent acquisition and modification by unauthorized persons of personal data sent through the Internet - in order to ensure safety of messages and data transferred within the Store. The Seller provides security of data transmission in the Store through the use of SSL (SecureSocketLayer) protocol.
2. The Seller on the Store Website presents the Goods belonging in particular to the following categories: women's sports clothing, men's sports clothing, clothing accessories (in particular: bandanas, hats, earmuffs, gloves, socks, scarves), luggage accessories, ski accessories, tourist accessories, beach accessories (in particular: slippers, towels, swimsuits, swimwear), lingerie, wallets.
3. The Seller sells the Goods through the Store using the Internet.
4. At the latest at the time the User expresses his/her intention to be bound by the Contract of Sale (through placing an order), the Seller will provide him/her through the Store Website information about the main characteristics of the Goods - information about the Goods offered by the Seller, a detailed description with an indication of their main features are provided under each of the Goods shown on the Store Website.
5. The User is obliged to use the Store in a manner not disrupting its operation, in line with legal regulations, the provisions of the Terms and Conditions, good practice and with respect to other entities' rights and personal rights. The User is not allowed to provide illegal content.

II. Means of communication.

1. Under the phone number of the Outhorn Customer Service: 12 384 81 30 the Seller provides information and answers inquiries about the Store, including contracts of sale. Calls charged as per the tariff of the operator of a calling entity.
2. Directly through the Store Website the Users may make inquiries addressed to the Seller. In order to do this, on the Store Website in the "Contact" tab, one should enter required data to allow the Seller to reply, in specific fields of the inquiry form, i.e. an email address and fill the "Subject" and "Content" fields.

3. The Seller may contact the User in issues concerning the implementation of a placed order, including, if necessary, clarification of details of the order, via email or by phone – however, by phone only in case the User provided his/her phone number.

III. The final amount to be paid.

1. Prices of the Goods shown on the Store Website are given in EUR and are gross prices i.e. include taxes, including the tax on goods and services (VAT), but do not include the Goods Delivery Costs.
2. The Goods Delivery Costs include, among other things, postal charges and depend on the payment method selected by a Customer and on a price of the Goods included in the placed order.
3. The final amount to be paid in respect of the placed order: the price of the Goods and the Goods Delivery Costs.
4. The User is informed about the final amount to be paid on the Store Website in the course of placing the order, and also immediately before and at the moment of the order approval and placing. These are total costs that the User is obliged to pay together with due taxes. The final amount to be paid is also indicated in the confirmation email.
5. The final amount to be paid indicated in the manner specified in clause 4 is not subject to change.

IV. User Account

1. The Seller provides electronic services allowing the User to set up the User Account on the Store Website. Thanks to the User Account the Seller allows the User to use additional functionalities of the Store - such as order history tracking, direct filing complaints and withdrawals from the contract – after registration and logging in from time to time, and the User Account registration and running are free-of-charge.
2. The User Account registration is voluntary, in particular in this regard that the User can view the assortment of the Store, as well as place orders without registering the User Account.
3. To set up the User Account do the following activities on the Store Website of the Store in the main menu, in the “Sign up” tab:
 - a. enter required data in specific fields of the registration form,
 - b. check a proper box to indicate confirmation of getting acquainted with the Terms and Conditions and accepting their content,
 - c. press “Confirm” button.
4. In the course of setting up the User Account, you can also do (optionally) the following, but not limited to:
 - a. request the Seller to issue a VAT invoice,
 - b. indicate other data than required i.e. the contact phone number,
 - c. express voluntary consent to receive commercial communications by electronic means in the form of a Newsletter at the indicated email address (on terms specified in separate terms and conditions).
5. Once the User completes the registration, the Seller shall immediately send to the e-mail address provided by the User in the course of the registration, an email confirming the registration of the User Account.

6. Upon receipt by the User the confirmation message an agreement for the provision of the User Account service is entered into, and this service will be provided free of charge for an indefinite period.
7. The Seller is entitled to terminate the agreement for the provision of the User Account service with 14-day notice period only for important reasons, e.g. due to persistent violations by the User of his/her obligations set out in art. I clause 5 of the Terms and Conditions, in case the Seller's prior request addressed to the User to stop violations and designating for that purpose an additional 14-day period and the User's failure to meet this requirement despite the expiry of the fixed time.
8. A statement on termination of the agreement for the provision of the User Account service may be submitted by the Seller to the User's indicated e-mail address.
9. The User is entitled to terminate the agreement for the provision of the User Account service at any time, with an immediate effect, without giving a reason and without incurring any costs, in particular by sending to the Seller via email to the following address: esklep@outhorn.com a request of termination of the Account, with an indication of the e-mail address registered in the Store.
10. The termination of the agreement for the provision of the User Account service results in blocking and deletion of the User Account, however, this does not affect the rights acquired by the User prior to the expiry of the agreement.

V. How to place an order

1. The User may purchase the Goods offered by the Store by placing an order:
 - a. directly through the Store Website (by setting up the User Account on a voluntary basis or without setting up the Account) by going through the path order,
 - b. by sending an email to: esklep@outhorn.com and indicating all information relevant from the point of view of the execution of the order, concerning the ordered Goods, i.e. catalogue names, sizes and a number of the ordered Goods, the method of payment, the method and place of the delivery of the Goods, as well as the following data: first name, surname, address, to which the Goods shall be delivered, email address, phone number.
2. To place an order directly through the Store Website:
 - a. complete order using the shopping cart (by pressing the button "Add to cart". The user adds the Goods to the shopping cart, selecting them in accordance with a description and a price and - if the Goods are offered in a variety of sizes - selects a size).
 - b. select a country of delivery of the Goods, the method of delivery and the method of payment,
 - c. fill required data in specific fields of the order form
 - d. check a proper box to indicate confirmation of getting acquainted with the Terms and Conditions and acceptance of their content (this applies only to the Users placing an order not through the User Account. The Users placing an order through the User Account just check a proper box earlier (in the course of the registration).
 - e. press a button containing an unambiguous expression equivalent to: "order with the obligation to pay", which means placing an order with the obligation to pay.
3. Orders will be processed in the order of placing.
4. Placing an order by the User is equivalent to placing an offer to enter into a contract of sale of the Goods being a subject matter of the order to the Seller.
5. Detailed information about how to place an order are available on the Store Website in the "how to place an order?" tab.

VI. Transfer of the confirmation of entering into a distance contract of sale of the Goods

1. The Seller immediately after placing an order by the User sends - to the User's indicated e-mail address - an e-mail confirming the receipt of the order and entering a contract of sale.
2. Upon the receipt by the User of the indicated above email, a contract of sale of the Goods is entered into between the User as the Customer and the Seller.
3. Recording, securing, sharing and confirming relevant provisions of the contract of sale of the Goods takes place through sending the above-mentioned electronic message together with annexes in the form of these Terms and Conditions, an instruction concerning the right of withdrawal from the contract and a model form of the Declaration of withdrawal from the contract.

VII. Payments

1. The Seller accepts the following methods of payment for the Goods:
 - a. cash on delivery of the Goods - then the User is obliged to pay the full amount of the Goods Price and the Goods Delivery Costs on delivery of a parcel in accordance with the order to the relevant entity providing postal services, which delivers the parcel (this method of payment applies only to delivery within Poland),
 - b. through a secure online payment service www.dotpay.pl or via PayPal - then the User is obliged to pay for the purchased Goods in advance before delivery (the so-called prepaid). In this case the User should pay the full amount of the Goods Price and the Goods Delivery Costs to the Seller's bank account in accordance with the order within 7 days from the receipt of the Seller's email confirmation – otherwise the Seller is entitled to deem that the User cancelled his/her order.
2. The Goods ordered in the Store are delivered:
 - a. in the Republic of Poland:
 - by DHL courier,
 - by DPD courier,
 - by the so-called Paczka w Ruchu (available only if case of prepaid method of payment).
 - b. in other countries:
 - via FedEx (to USA, Canada and Australia),
 - via DPD (to other countries listed on the Store Website in the "Delivery and payment" tab).
3. The Seller will proceed to the implementation of the order immediately after sending by means of an electronic mail a confirmation of the receipt of the order and - in case the prepaid method of payment was selected - after crediting the whole amount of the Goods Price and the Goods Delivery Costs on the Seller's bank account.
4. The order lead time includes a period during which the Seller prepares a parcel for dispatch by completing the ordered Goods.
5. The order lead time is up to 4 working days and starts when the Seller sets about implementing the placed order and ends when the Seller hands over the parcel to an entity providing postal services, referred to in clause 2.
6. The order lead time excludes the delivery period, covering time from the moment of handing over the parcel by the Seller to an entity providing postal services until the delivery of the parcel to the Customer.

7. Detailed information on the delivery of the Goods is available on the Store Website in the “Delivery and payment” tab.
8. Each parcel containing the Goods shall be accompanied by:
 - the accounting document in the form of an accounting note or VAT invoice (and the invoice is included only when the User has requested so).

The above-mentioned documents shall be delivered in a pouch bag attached to the parcel.

9. The Goods Delivery Costs are provided on the Store Website in the “Delivery and payment” tab.

VIII. The right to withdraw from the contract

The Consumer who entered into a distance contract may within 14 days withdraw from the contract without giving any reason and without incurring any cost, with the exception of the costs referred to in the instruction on the right to withdraw from the contract – containing information about the method and time of exercising the right to withdraw from the contract and the cost of returning the goods in case of withdrawal from the contract, incurred by the Consumer, attached hereto as Annex No. 1.

IX. Complaint procedure

1. The Seller must deliver to the Customer the Goods without defects.
2. The Seller shall be liable to the Customer for defects of the Goods under the rules set out in legal regulations.
3. A complaint may be filed by the Customer in any way adequately expressing his/her intention.
4. In order to facilitate filing complaints for the Customer, the Seller:
 - a. recommends that the complaint should contain in particular the following information: the Customer’s first name, surname, the order number and information on what specific goods are complained about and why.
 - b. informs the Customer about the possibility of using a sample complaint procedure described on the Store Website in the “Complaints” tab.

The Customer does not have to follow the above Seller’s recommendations or the complaint procedure described on the Store Website or be guided by them, and his/her failure to follow them does not affect the effectiveness of complaints filed without following the recommended complaint procedure.

5. Complaints concerning electronically supplied services by the Seller may be filed in particular in the following way:
 - a. by sending an e-mail to the address: esklep@outhorn.com,
 - b. by phone at: 12 384 81 30 - from Monday to Friday, from 8:00 to 16:00 (Calls charged as per the tariff of the operator of a calling entity).
6. The Seller shall consider each complaint and respond to it by answering about the way of its processing immediately, no later than within 14 days from the date of filing the complaint. The User will be informed as indicated in the notification of the complaint.
7. In the event of any deficiencies in the filed complaint, the Seller will request the Customer for supplementing, according to the Customer's address specified in the complaint.

X. Technical requirements necessary for co-operation with the ICT system applied by the Seller

1. In order to use the Store, including browsing the assortment of the Store, it is necessary to have an end device with the Internet access and an installed web browser: Internet Explorer, Mozilla Firefox, Opera, Google Chrome or Apple Safari.
2. To place orders, it is also necessary to have an active e-mail account.

XI. Personal data protection

1. The administrator of Users' personal data processed in connection with the use of the Store functionalities and the implementation of orders, as well as other objectives indicated below is OTCF S.A. (ul. Grottgera 30, 32-020 Wieliczka, Poland).
2. Personal data are processed for the purpose of:
 - a. accepting orders and implementing contracts of sale,
 - b. handling the User Account set up in the Store - in case the Customer set up such an account and ensuring other functionalities through the Store, referred to in these Terms and Conditions,
 - c. dealing with complaints filed as specified in these Terms and Conditions and withdrawals from concluded contracts of sale, as well as the handling and investigating any claims,
 - d. sending commercial information by electronic means in the form of Newsletter – if the User expressed his/her separate consent to receive commercial communications by electronic means (on the terms specified in separate terms and conditions),
 - e. current communication, including in matters related to placed orders and responding to inquiries addressed to the Seller by the Users,
 - f. monitoring the use of services provided within the Store by the Users.
3. Personal data will not be made available to data recipients within the meaning of article 7 clause 6 of the Act of August 29, 1997 on the protection of personal data, unless it is necessary for the execution of the order (e.g. in connection with the delivery). In this case data can be made available in particular to entities performing services in the field of delivery of the ordered Goods (courier services).
4. The Users shall have the right to access their data and correct them.
5. The provision of data is voluntary, however, with regard to:
 - a. the Users, who want to set up the User Account in the Store - in order to register it is necessary to provide data indicated in the registration form, i.e. first name, surname, address, e-mail address,
 - b. the Users, who place an order – implementation of an order requires providing data relating to: first name, surname, address, e-mail address, phone number.
6. The Seller shall inform the Users that in the framework of the provision of services referred to in these Terms and Conditions the Seller makes use of services provided by third parties, i.e.:
 - a. ATM S.A., ul. Grochowska 21a, 04-186 Warsaw, Poland, NIP: 113-00-59-989, REGON: 012677986, KRS: 0000034947;
 - b. Stanisław Miarczyński, running his business activity under the name Stanisław Miarczyński "InfoSerwis" with its seat in Poznań, ul. Winogrody 60, 61-659 Poznań, NIP: 972-003-64-33, REGON: 634506237.

XII. Out-of-court methods of dealing with complaints and claims

1. The Consumer can make use of the out-of-court methods of dealing with complaints and claims. The rules of access to these procedures are available in the registered offices or on the websites of entities entitled to out-of-court settlement of disputes.
2. The competent authorised entity for the Seller is the Trade Inspection – the Małopolska Provincial Trade Inspector in Krakow. The address of the website of the authorised entity: www.krakow.wiih.gov.pl.
3. At <http://ec.europa.eu/consumers/odr> an online dispute settlement platform is available for disputes between consumers and entrepreneurs at the EU level (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and entrepreneurs aiming at an out-of-court settlement of disputes concerning contractual obligations arising from an online contract of sale or an agreement for the provision of services.

XIII. Final provisions

1. These Terms and Conditions are available free of charge on the Store Website <https://outhorn.com/> in a form allowing their acquisition, reproducing and recording via the User's ICT system. The Terms and Conditions are also sent - in the form allowing their acquisition, reproducing and recording by the User - to the e-mail address provided by the User in case of conclusion with the Seller of an agreement for the provision of electronic services or a contract of sale of the Goods through the Store.
2. These Terms and Conditions are not intended to limit or exclude any Users' rights arising out of legal regulations. The Seller recognizes any and all Users' rights provided for in applicable legal regulations, in particular resulting from mandatory statutory provisions applicable to Consumers.
3. The Seller reserves the right to amend the Terms and Conditions for important reasons, including:
 - a. changes in the law,
 - b. organizational causes, in particular:
 - changes in the scope of the Seller's business in the form of a change of its profile, the scope of assortment of the Goods, introducing new services or facilities (including related to the conclusion and termination of contracts),
 - changes in the scope of: the address data, the Seller's name or its legal form,
 - changes in the scope of payment methods
 - changes in the scope of delivery methods,
 - other technical changes related to the operation of the Store.
4. Each User will be informed about the content of the amendments to the Terms and Conditions – an information about amending the Terms and Conditions and a statement of the amendments will be placed on the Store Website at <https://outhorn.com/> and will stay there for at least 14 subsequent calendar days.
5. The User, who has the User Account will be additionally notified about the amendments to the Terms and Conditions by receiving at his/her e-mail address an information about amending the

Terms and Conditions and a statement of the amendments. The amended Terms and Conditions shall be binding for the User only if – within 14 calendar days from the date of receipt of the information about the amended Terms and Conditions in the above-mentioned way – the User does not file a statement of termination of the agreement for the provision of the User Account service to the Seller.

6. The amendments to the Terms and Conditions shall enter into force in respect of a given User not earlier than after the expiry of 14 calendar days from the moment of informing him/her about the amendments to the Terms and Conditions in an appropriate manner specified in clause 4 and clause 5 (in clause 5 - in relation to the User who has the User Account).
7. In case of the amendments to the Terms and Conditions all agreements concluded before the date of these amendments entering into force shall be implemented in accordance with the Terms and Conditions binding at the time of entering into the agreement.
8. The present Terms and Conditions are effective as from March 9, 2018.

THE ANNEXES TO THE TERMS AND CONDITIONS OF THE OUTHORN INTERNET STORE:

1. [INFORMATION ABOUT THE RIGHT OF WITHDRAWAL](#)
2. [MODEL WITHDRAWAL FORM](#)