

TERMS AND CONDITIONS OF THE OUTHORN ONLINE STORE:

DEFINITIONS:

1. **Seller** – the company under the name OTCF S.A. with its registered office 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), Outhorn Customer Service phone number: (+48) 12 384 81 30, email: support@outhorn.com support@outhorn.com.
2. **Store** – the Outhorn online store available at <https://eu.outhorn.com/> operated by the Seller as a sales platform through which the Seller:
 - a. gives access to the Store functionalities and offers services to Users;
 - b. enables entering into distance contracts for sale of Goods;and

through which Users can view the Goods offered by the Store. The Seller gives access to the proper system, ICT and technology tools through the Store in order to provide the above-mentioned services.

3. **Store's Website** – the website available at <https://eu.outhorn.com/>.
4. **Terms and Conditions** – these Terms and Conditions setting out the rules of using the Store, in particular the rules of entering into contracts of sale of the Goods offered by the Store, through the Store, the rules of implementation of those contracts and the rules of the complaint procedure.
5. **User** – a natural person using the functionalities of the Store or other entity being able to carry out such activities, in accordance with the applicable law.
6. **Customer** – the User who entered into a contract of sale with the Seller.
7. **Consumer** – the User who is a consumer under the applicable laws.
8. **User Account** – means a panel, individual for each User, activated for the User by the Seller (after the User has registered and thus entered into an agreement for the provision of the User Account service) where data provided by the User at Account registration is stored, however, registration of the User Account is not required to use the Store or to browse the Store's range and place an order.
9. **Goods** – movables in the Store's range that may be the subject matter of a contract of sale between the User and the Seller.
10. **Contract of Sale** – a contract of sale of Goods entered into by the User and the Seller through the Store following the rules set out in these Terms and Conditions.
11. **GDPR Regulation** (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
12. **Newsletter** - a service provided by the Seller to send commercial information, specifically information about the product range and services offered, by email to the User's indicated email address.

I. Preliminary provisions.

1. The Seller applies technical and organizational means appropriate to the level of risk, including means to prevent unauthorized access or modification to the personal data sent through the Internet, in order to ensure security of the messages and data transmitted within the Store. The Seller ensures security of data transmission in the Store by using the SSL (SecureSocketLayer) protocol.
2. The Seller presents, on the Store's Website, Goods in the following specific categories: women's sportswear, men's sportswear, clothing accessories (in particular: bandanas, hats, earmuffs, gloves, socks and scarves), luggage accessories, ski accessories, outdoor accessories, beach accessories (in particular: slippers, towels, swimsuits, swimwear), lingerie and wallets.
3. The Seller sells Goods through the Store using the Internet.
4. No later than at the time the User declares his/her intention to be bound by the Contract of Sale (by placing an order), the Seller will provide him/her, through the Store's Website, with key specifications of Goods; specifications of the Goods offered by the Seller and a detailed description listing their key features are provided under each item of the Goods shown on the Store's Website.
5. The User is obliged to use the Store in a manner that does not disrupt its operation, in line with the legal regulations, the provisions of these Terms and Conditions, best practices and with full respect of the rights and personal interests of others. The User is not allowed to provide illegal or unlawful content.

II. Means of communication.

1. The Seller provides information and answers inquiries about the Store, including contracts of sale, at the Outhorn Customer Service phone number: (+48) 12 384 81 30. Calls are charged at the rates of your operator.
2. The Users may make inquiries addressed to the Seller directly through the Store's Website. To this end, details required for the Seller to respond must be entered in the relevant fields of the inquiry form on the Store's Website in the "Contact" section, i.e. an email address, and the "Subject" and "Content" fields need to be completed;
3. The Seller may contact the User in matters concerning the processing of a placed order, including, if necessary, clarification of the order details, via email or by phone; however, the phone channel will only be used if the User has provided his/her phone number.

III. Final amount to be paid.

1. Prices of Goods shown on the Store's Website are given in EUR, USD, GBP and are gross prices, i.e. they include taxes, including the goods and services tax (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 option selected by a Customer and on the price of the Goods included in the order placed.
3. The final amount to be paid in respect of the order placed comprises: 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's Website during the ordering process, including immediately before and on the order confirmation and submission. These are the 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 as specified in Clause 4 is not subject to change.

IV. User Account.

1. The Seller provides services enabling the User to create a User Account on the Shop Website. Through the User Account, the Seller enables the User to use additional Shop functionalities following a single registration and each log in (with the possibility to log in with the User's facebook account. If the User chooses the above way of logging in to his previously registered account in the Shop, Facebook, in accordance with its user authentication procedure, will provide the Seller with the following data of the User, assigned to their Facebook account: first name, last name, email address and profile picture, solely for the purposes of User authentication. By using this form of logging in to the Shop, the User acknowledges that their personal data in the scope specified above will be transferred from Facebook to the Seller acting as a separate Personal Data Administrator, with the proviso that the Seller is entitled to use such data solely for the purposes of enabling the User to log in to their User Account in the Shop), with User Account registration and operation being free of charge.
2. The User Account registration is voluntary, in particular in the sense that the User can view the Store's range and order without registering a User Account.
3. To set up a User Account, the following procedure needs to be followed in the main menu on the Store's Website, in the "Register" tab:
 - a. enter the details required in the relevant fields of the registration form,
 - b. check the relevant box to indicate acknowledgement of the Terms and Conditions and acceptance of their content; and,
 - c. press the "Confirm" button,
4. During the process of setting up a User Account, you can also (optionally) do the following, but not limited to:
 - a. request the Seller to issue a VAT invoice,
 - b. provide details other than those required, i.e. your contact phone number,
 - c. give your free consent to receive commercial communications by electronic means in the form of a Newsletter to the provided email address;
5. Once the User completes the registration process, the Seller will immediately send to the e-mail address provided by the User during registration, a confirmation email to confirm the User Account registration.
6. Upon receipt of the confirmation message by the User an agreement for the provision of the User Account service is deemed to be entered into, and that 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 subject to a 14 days' notice period and only for cause, i.e. due to persistent violations by the User of his/her obligations set out in Section I Clause 5 of the Terms and Conditions; provided that the Seller has previously given the User a notice requiring the User to cease and desist violations and designating an additional 14-day period for that purpose and the User has failed to oblige despite the expiry of that timeline.
8. A notice of termination of the agreement for the provision of the User Account service may be given by the Seller to the User to the User's indicated email address.
9. The User may terminate the agreement for the provision of the User Account service at any time, without notice or cause and without incurring any cost, in particular by sending the Seller via email to the following address: support@outhorn.com a request to terminate the Account, stating the email address registered in the Store.

10. The termination of the agreement for the provision of the User Account service results in disabling and deletion of the User Account, however, this does not affect the rights acquired by the User prior to the expiry of the agreement.

IVa. Newsletter.

1. Information in the form of an electronic mail message (email), hereinafter the "Newsletter", is sent by OTCF via email to the User's indicated email address as part of the Newsletter service. The Newsletter service is provided free of charge for an indefinite period.
2. The Newsletter includes information about Outhorn branded product range, new collections, current promotions and new Store launches as well as other updates about the Outhorn brand and its branded products, including reviews, press releases and links to the Outhorn brand affiliated websites.
3. Newsletter is sent no less frequently than every seven days.
4. Newsletter issue includes:
 - a. details of OTCF S.A. with its registered office in Wieliczka as the Newsletter publisher,
 - b. the "Subject" line completed by indicating the Newsletter content; and,
 - c. advice how to opt-out of the Newsletter or change the User's email address for the Newsletter subscription.
5. To be able to use the Newsletter service, the User needs to have an Internet-enabled computer or other multimedia device and an active email account.
6. The User can subscribe to the Newsletter by completing the following registration process on the website at <https://eu.outhorn.com/> in the "NEWSLETTER" section:
 - a. provide your User's email address in the form published on the website,
 - b. give your consent to receive Newsletter messages and confirm having read and understood the "Online Store Terms and Conditions";
 - c. press (click) the "Subscribe" button
 - d. click the link provided in an email sent to you with the subject line: "Confirm your online subscription to our Newsletter" to confirm your registration.
7. By clicking the link to confirm registration, the User will have his/her email address added to our email list. The User's email address will be used to send Newsletters to the User.
8. The provision of the User's email address in the form during the registration process is required for the Newsletter service to be provided.
9. The User can, at any time, without providing reasons or incurring any cost, change the previously provided email address for the Newsletter subscription by opting out of the existing Newsletter service by clicking the link "Cancel Newsletter Subscription" provided in the footer of each Newsletter and then subscribing the Newsletter again by completing the registration process detailed in Clause 6 above and stating the User's new email address in the form published on the website at <https://eu.outhorn.com/> in the "NEWSLETTER" section.
10. The User may, at any time, without providing reasons or incurring any cost, opt out of the Newsletter, in particular by:
 - a. clicking the link "Cancel Newsletter subscription" provided in the footer of each Newsletter,
 - b. unchecking the consent box: "I hereby give my consent to receive commercial communications in the form of a NEWSLETTER to my provided email address, as set out in the Online Store Terms and Conditions. I have the right to withdraw my consent for the processing of the personal information held about me at any time, which will not affect the lawfulness of the processing carried out before I withdrew my consent" in the User Panel, and then pressing (clicking) the button "Save changes"; and
 - c. sending OTCF by email to support@outhorn.com a declaration of intent to opt out of the Newsletter.
11. The User is obliged to refrain from using the Newsletter service to deliver or transmit any illegal or unlawful content.

IVb. Other forms.

1. The Seller may also make other forms available to the User via the Shop Website, which may, in particular, be used by the User to recommend the Shop or goods offered in the Shop to other Internet users, as well as to take part in competitions and promotions organised by the Seller.
2. The contract for the provision of services by electronic means, related to the use of a specific form shall be concluded upon the use of that form by the User. The contract for the provision of electronic services shall be terminated automatically and immediately each time after the User uses the form. The Seller may introduce additional regulations specifying the rules of using specific forms, which shall be provided to the User for review and acceptance prior to the actual use of such a form.

V. How to place an order.

1. The User may purchase Goods offered by the Store by placing an order:
 - a. directly through the Store's Website (by setting up a User Account on a voluntary basis or without setting up an Account) by going through the order process,
 - b. by sending an email to: support@outhorn.com with all information relevant from the point of view of the order execution, concerning the Goods ordered, i.e. listed product names, sizes and quantity of the Goods being ordered, the payment option, the delivery option and destination of the Goods, as well as the following details: name, surname, address to which the Goods are to be delivered, email address and phone number. The User shall also indicate whether they place the order as a VAT payer.
2. To place an order directly through the Store's Website:
 - a. complete the order using the shopping cart (by pressing the "Add to cart" button. The User adds Goods to the shopping cart, selecting items in accordance with their description and price and if the Goods are offered in a variety of sizes, selecting the size);
 - b. choose the country of delivery of the Goods, the delivery option and the payment option,
 - c. enter the details required in the relevant fields of the order form and indicate whether the User is placing the order as a VAT payer;
 - d. check the relevant box to indicate acknowledgement of the Terms and Conditions and acceptance of their content (this only applies to Users placing an order not through a User Account. Users who place orders through their User Accounts can just check the relevant box at an earlier stage (during the User registration process),
 - e. press the button labeled with a clear text to the following effect: "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 amounts to a proposal to enter into a contract of sale of the Goods ordered from the Seller.
5. Detailed information about how to place an order is available on the Store's Website in the "How to place an order?" section.

VI. Transmission of confirmation of a contract of sale of Goods.

1. Immediately after placing an order by the User, the Seller sends to the User's indicated e-mail address a confirmation email to acknowledge the receipt of the order and entering into a contract of sale.

2. Upon receipt by the User of an email as described above, a contract of sale of Goods is entered into between the User as the Customer and the Seller.
3. The material provisions of the contract of sale of Goods are considered to be recorded, secured, shared and confirmed by sending an email as described above with these Terms and Conditions, advice on the right of withdrawal from the contract and a template withdrawal form attached.

VII. Payments.

1. The Seller accepts the following payment options for Goods through a secure online payment service at www.dotpay.pl or PayPal - then the User is obliged to pay for the purchased Goods in advance before delivery (the so-called prepaid option). In this case the User should pay the full Goods Price and Goods Delivery Costs as per the order to the Seller's bank account within 7 days of receipt of the Seller's confirmation email, or otherwise the Seller is entitled to deem that the User has cancelled his/her order.
2. The Goods ordered in the Store are delivered via courier companies.
3. The Seller will proceed with the order immediately after sending a confirmation email acknowledging the receipt of the order and if the prepaid option was selected for payment, once the full Goods Price and Goods Delivery Costs are credited to the Seller's bank account.
4. The order lead time includes a period during which the Seller prepares a parcel for dispatch by picking and packing the Goods ordered.
5. The order lead time is up to 4 working days and starts when the Seller sets about to process the order placed and ends when the Seller hands over the parcel to the postal operator referred to in Clause 2.
6. The order lead time excludes the delivery period which spans the time from the moment of handing over the parcel by the Seller to the postal operator until the delivery of the parcel to the Customer by that operator.
7. Detailed information on the delivery of Goods, including the Goods Delivery Costs, is available on the Store's Website in the "Delivery and payment" section.
8. A printed VAT Invoice attached to each shipment containing Goods shall constitute a proof of purchase.

VIII. Right to withdraw from the contract.

The Consumer who entered into a distance contract may withdraw from that contract within 14 days without cause and without incurring any cost, except for the costs referred to in the advice on the right to withdraw from the contract which describes how and when to exercise the right to withdraw from the contract and the cost of making returns upon withdrawal from the contract to be incurred by the Consumer, attached hereto as Appendix 1.

IX. Complaint procedure.

1. The Seller must deliver the Goods without defects to the Customer.
2. The Seller shall be liable to the Customer for defects in the Goods as set out in the legal regulations.
3. A complaint may be filed by the Customer in any way that makes his/her intention sufficiently apparent.
4. In order to facilitate the complaint process for the Customer, the Seller:

- a. recommends that the complaint should contain in particular the following information: the Customer's name and surname, the order number and information what specific goods are complained about and why;
- b. informs the Customer about the possibility of using a sample complaint procedure described in the "Complaints" section on the Store's Website.

The Customer does not have to follow or be guided by the above Seller's recommendations or the complaint procedure described on the Store's Website, and not following them does not affect the validity of complaints filed outside of the recommended complaint procedure.

5. Complaints concerning electronically supplied services by the Seller may be filed in particular as follows:
 - a. by sending an email to: support@outhorn.com
6. The Seller will investigate and respond to each complaint by providing answers how it is handled immediately and no later than within 14 days from the date of the complaint. The User will be advised of the complaint outcome as indicated in the notification of the complaint.
7. In the event of any deficiencies in the complaint filed, the Seller will request the Customer to remove them, to the Customer's address provided in the complaint.

X. Technical requirements to work with the Seller's ICT system.

1. In order to use the Store, including browsing the Store's range, it is necessary to have an Internet-enabled terminal device with the installed web browser such as: Internet Explorer, Mozilla Firefox, Opera, Google Chrome or Apple Safari.
2. An active email account is also required to be able to place orders.

XI. Personal data protection

1. The Seller, i.e. OTCF S.A., is the controller (within the meaning of Article 4(7) of the GDPR) of the personal data of Users who use the Store's functionalities.
2. The Seller has appointed a Data Protection Officer (DPO) who can be contacted in matters of personal data protection and the exercise of the related rights. For this purpose, you can get in touch by email to iod@otcf.pl or by postal mail to OTCF S.A., ul. Grottgera 30, 32-020 Wieliczka, Poland (with a reference to "Inspektor Ochrony Danych (IOD) / Data Protection Officer (DPO)").
3. Personal data concerning Users may be processed for the purposes and on the legal bases as described below:
 - a. to accept orders and implement contracts of sale (legal basis for the processing of data: Article 6.1(b) of the GDPR),
 - b. to provide communications, from time to time as appropriate, in matters of the orders placed, including order confirmations and notifications of the order status (legal basis for the processing of data: Article 6.1(b) of the GDPR),
 - c. to enable registration and operation of a User Account set up in the Store (if the Customer chooses to set up such an account) and to provide other functionalities through the Store, as described in Section IV of these Terms and Conditions, under the User's agreement for the provision of electronic services (legal basis for the processing of data: Article 6.1(b) of the GDPR),
 - d. enabling the User to log in to their User Account using their Facebook account, involving User authentication on their account registered in the Shop through verification of their data against the data assigned to their Facebook account (in such case Facebook, in accordance with its user authentication tools, will provide the Seller

- with data comprising: first name, last name, email address, and profile picture), exclusively where the User selected this form of logging, with such processing being within legitimate interests of the Seller (Article 6(1)(f) of the GDPR),
- e. to handle complaints relating to the existing contracts of sale (Article 6.1(b) of the GDPR),
 - f. to handle complaints relating to the existing agreement for the provision of electronic services where the User has entered into such an agreement with the Seller on the terms set out in these Terms and Conditions (Article 6.1(b) of the GDPR),
 - g. to accept and to manage communications other than complaints and issues related to the open contracts, agreements and inquiries directed to the Seller (e.g. through the contact details provided on the Store's Website), which is a legitimate interest of the Seller (legal basis for the processing of data: Article 6.1(f) of the GDPR),
 - h. to accept notices of withdrawal from the concluded distance contracts of sale in accordance with the provisions of these Terms and Conditions and the provisions of Chapter 4 of the Consumer Rights Act of May 30, 2014, which is a legitimate interest of the Seller (legal basis for the processing of data: Article 6.1(f) of the GDPR),
 - i. to handle and seek or defend claims and to pursue out-of-court complaint and dispute resolution and claim recovery, which is a legitimate interest of the Seller (legal basis for the processing of data: Article 6.1(f) of the GDPR);
 - j. to assist in obtaining credit arrangements and to enable electronic payments, which is a legitimate interest of the Seller (legal basis for the processing of data: Article 6.1(f) of the GDPR),
 - k. to monitor how the services provided within the Store are used by the Users in terms of compliance with these Terms and Conditions and to develop the Store's functionalities and to improve the operation of the services offered through the Store, which is a legitimate interest of the Seller (legal basis for the processing of data: Article 6.1(f) of the GDPR);
 - l. for direct marketing, including profiling, by selecting and displaying the goods available at the Store, taking into account the activity and preferences of specific Users, as well as by creating tailored groups of ad recipients taking into account their preferences, which is a legitimate interest of the Seller (legal grounds for processing: Article 6(1)(f) of the General Data Protection Regulation (GDPR)), conducting statistical analyses, which is the Seller's legitimate interest (data processing legal grounds: Article 6 (1) (f) of the GDPR);
 - m. for the purposes of statistical analyses, which is a legitimate interest of the Seller (legal basis for the processing of data: Article 6.1(f) of the GDPR);
 - n. to comply with the legal requirements under the tax and accounting laws, specifically those laid down in the provisions of the Goods and Services (VAT) Act of March 11, 2004, the Corporate Income Tax Act of February 15, 1992 and the Accounting Act of September 29, 1994 (legal basis for the processing of data: Article 6.1(c) of the GDPR),
 - o. to store data for retention purposes and to be able to demonstrate compliance with the legal obligations imposed on the Seller, which is a legitimate interest of the Seller (legal basis for the processing of data: Article 6.1(f) of the GDPR),
 - p. to send commercial information by electronic means in the form of a Newsletter – if the specific individual has given a separate consent to receive commercial information by electronic means;
 - q. sending commercial information by electronic means, in the form of PUSH messages – where a particular individual has given a separate consent for receiving this type of information, and
 - r. to save data into cookie files and to collect data from the Store's Website and from the mobile version of the Store – if the specific individual has given a separate consent to this on the terms set out in the Cookie Policy applicable to the Store's Website.
4. Personal data concerning Users may be disclosed to the following categories of recipients:
- a. subcontractors providing technical support to the Seller in the Store operation and maintenance as well as development, such as: providers of hosting services; providers of the Store management software; providers of technical support for the Store's software; providers of commercial bulk email services; PUSH messages, providers of Customer Service support; and marketing agencies, with whom the Seller has legally required data processing agreements in place;

- b. entities supporting the Seller in its marketing and sales activities, such as marketing agencies, entities running online portals, including social media portals,
 - c. entities who support the Seller in ensuring compliance with the applicable laws and the rights and obligations under these Terms and Conditions in connection with the provision of services through the Store, such as: law firms and collection agencies, with whom the Seller has legally required data processing agreements in place;
 - d. entities that need to know such information to ensure the proper provision of services through the Store as per individual User request, i.e. providers of electronic payment processing services (if that payment option is selected); providers of credit arrangements (for instalment purchases), providers of product shipping and delivery services (courier services, Paczka w RUCHu parcel delivery service, forwarding companies) or operators of brick-and-mortar stores under the Seller's brand (if collection at the regular store of choice is selected), who receive data as separate controllers or with whom the Seller has legally required data processing agreements in place (depending on the status of those entities in respect of the personal data being transferred).
5. Users' personal data may be transferred by the Seller outside the European Economic Area (EEA) as part of using subcontractors' services (out of the categories of recipients referred to in item 4 hereinabove). In such case, the Seller shall ensure legally required personal data protection measures, namely (depending on the case): i) provision to a subcontractors located in a third country in respect whereof a decision has been made, finding an adequate level of protection in accordance with the requirements of Article 45 of the GDPR; ii) data are provided on the basis of a data transfer agreement with a subcontractor that has been based on the Standard Contractual Clauses adopted by a decision by the European Commission; iii) data are provided within the framework of binding corporate rules applied by the subcontractor and referred to in Article 47 of the GDPR. More information on the Seller's security measures associated with the transmission of data outside the EEA can be obtained by contacting the Data Protection Supervisor appointed by the Seller.
6. Personal data concerning the Users will not be made available by the Seller outside of the European Economic Area (EEA), except where a specific User makes an order from a non-EEA country and expects the Goods ordered to be delivered to that country. In that case, the Seller will transfer the User's personal data outside of the EEA for no other purpose than to ensure the proper processing and delivery of the order placed to the address indicated in the order, as per the request.
7. The personal data collected will be stored by the Seller for the period of implementation of open contracts of sale and until such contracts are properly paid and accounted for, and for the period of the provision of the Store's services (to Users) throughout the term of agreements for the provision of electronic services; and further:
 - a. for the period of limitation of any claims arising from the contracts and agreements mentioned above,
 - b. for the period required to seek specific claims that the Seller has brought or to defend such claims (if those have been asserted by the User in relation to his/her existing contracts or agreements as aforesaid);
 - c. for the duration of the performance of the obligations under the legislation, including but not limited to the tax and accounting laws, e.g. the obligations to retain records are required under Article 74 of the Accounting Act of September 29, 1994;
 - d. for the period required for the Seller to evidence to the government agencies, including the data protection authority, its proper compliance with the legal obligations imposed on the Seller,
 - e. for no longer than 3 years of collecting the data if for retention purposes as far as the history of interactions and answers provided to the inquiries made (not directly related to the open contracts or agreements) is concerned,
 - f. throughout the term of the agreement for the provision of electronic services (for Users) and for the period of implementation of contracts of sale or until an objection is made to the processing of personal data for that purpose if for direct marketing purposes; and
 - g. until the consent to the processing of personal data is withdrawn or such personal data has become invalid (as ascertained by the Seller) where data is processed under the consent given by a specific individual.

8. The Seller ensures that each User can exercise any and all of his/her rights provided for in the GDPR, i.e. the right to request access to the personal data concerning him/her; the right to have his/her personal data rectified or erased or to request restriction of the processing; the right to data portability; and the right to object to the processing of his/her data, on the terms and under the circumstances laid down in the GDPR.
9. Where personal data is processed by the Seller in pursuit of its legitimate interests (as referred to above), each User may object to the processing of the personal data concerning him/her on grounds relating to his/her particular circumstances.
10. Personal data processed in pursuit of the legitimate interest in direct marketing activities by the Seller will only be processed until an objection is made to this kind of processing.
11. Where the Seller processes personal data under the consent given by the User, each such individual may withdraw his/her consent to the processing of the personal data concerning him/her at any time without affecting the lawfulness of the processing carried out before the consent was withdrawn.
12. The provision of personal data in respect of:
 - a. Those Users who wish to open a User Account in the Store, in order to register and set up a User Account, requires the following information to be stated in the registration form: name, surname, residence address and email address. A refusal to provide this information will make us unable to create a User Account (and, consequently, enter into an agreement for the provision of electronic services) but the Customer will still be able to order Goods through the Store using the option without User Account registration;
 - b. Those Users who place orders via the Store, in order to make and allow the Seller to process the order (and thus deliver under the contract of sale), requires the following information to be furnished: name, surname, residence address (or other address for delivery), email address and phone number. A refusal to provide this information will make us unable to accept the order (and thus to enter into a contract of sale);
 - c. Those Users who give a notice of withdrawal from the contract of sale, in order to make a declaration of intent to withdraw from the distance contract of sale, requires the following information to be furnished: name, surname, email address, address (street, street number, postal code, city (postal district)), phone number, order number, return number, bank account number (required for returns), date of contract/delivery receipt. A refusal to provide this information will make it impossible to give a valid notice of withdrawal from the contract of sale and a refusal to provide the bank account number may make us unable to pay the due refund,
 - d. Those Users who file complaints concerning their contract of sale, in order to file and enable the Seller to handle a complaint, requires the following information to be furnished: name, surname, email address, bank account number (required for returns), address (street, street number, postal code, city (postal district)), mobile phone number, description of the fault, proposed compensation, order number, details of the Goods complained about and reasons for the complaint. A refusal to provide this information will make the Seller unable to handle the complaint made,
 - e. Those Users who file complaints concerning the agreement for the provision of electronic services between them and the Seller on the terms set out in these Terms and Conditions, in order to file and enable the Seller to handle a complaint, requires that the email address named during the User Account registration process or that named during the Newsletter subscription process (for complaints about this service) is furnished by the User. A refusal to provide this information may make the Seller unable to handle the complaint made,
 - f. other circumstances, is voluntary.
13. The Seller will keep a record of the data processing operations in respect of the Users' data by automated means which would concurrently lead to making decisions regarding those Users that would produce legal effects or similarly significantly affect those Users. The only purpose of such automated data processing, if any, including by profiling, will be to analyze and anticipate individual Store Users' preferences.
14. Each individual whose personal data is processed by the Seller has the right to complain about the processing of his/her personal data to the supervisory authority, which is the Inspector General for Personal Data Protection (GIODO) and, as of the effective date of the new Personal Data Protection Act, its legal successor, i.e. the President of the Personal Data Protection Office (PUODO) with its offices at ul. Stawki 2, 00-193 Warsaw, Poland.

XII. Out-of-court complaint and dispute resolution.

1. The Consumer can make use of out-of-court complaint and dispute resolution procedures. The rules of access to these procedures are available from the offices or on the websites of entities authorized to provide alternative dispute resolution services.
2. The competent authorized entity for the Seller is the Trade Inspection – Małopolskie Provincial Trade Inspector in Krakow. The authorized entity's website is available at: www.krakow.wiih.gov.pl.
3. An online dispute resolution platform is available at <http://ec.europa.eu/consumers/odr> for disputes between consumers and businesses at the EU level (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and businesses seeking an out-of-court resolution 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's Website at [https://eu.outhorn.com./](https://eu.outhorn.com/) in a form enabling retrieval, reproduction and recording via the User's ICT system <https://eu.outhorn.com./li>

These Terms and Conditions are also sent, in a form enabling retrieval, reproduction and recording by the User, to the User's indicated email address if an agreement for the provision of electronic services or a contract of sale of the Goods through the Store is executed with the Seller.

2. Nothing in these Terms and Conditions is intended to limit or exclude any Users' rights arising from the legal regulations. The Seller recognizes all Users' rights provided for in the applicable laws, in particular those resulting from mandatory statutory provisions applicable to Consumers.
3. The Seller reserves the right to change these Terms and Conditions for valid reasons including:
 1. changes to the legislation,
 2. organizational causes, including but not limited to:

- changes in the scope of the Seller's business such as a change of its profile, the range of Goods, launches of new services or facilities (including those related to the conclusion and termination of contracts and agreements),
- changes to the Seller's address details, name or legal form,
- changes to payment options,
- changes to Goods delivery options; or
- other technical changes related to the operation of the Store.

4.
 4. Each User will be notified of the amendments to these Terms and Conditions through a communication to this effect published on the Store's Website at [https://eu.outhorn.com./](https://eu.outhorn.com/).
 5. The User who has a User Account will be additionally notified of the amendments to these Terms and Conditions by an email sent to his/her email address communicating the amendment. The User who has a User Account may give a notice of termination

of the agreement for the provision of the User Account service within 7 calendar days of the date of receipt of a communication of amendment to these Terms and Conditions in the manner above. The User who has subscribed to the Newsletter will be notified of the amendments to these Terms and Conditions by an email sent to his/her email address communicating the amendment.

6. The amendments to these Terms and Conditions shall enter into force in respect of an individual User no sooner than 7 calendar days from giving the proper notice to him/her of the amendments to these Terms and Conditions.
7. If these Terms and Conditions are amended, all contracts and agreements made before the effective date of such amendments will be implemented in accordance with the Terms and Conditions binding at the time of entering into the contract or agreement.
8. These Terms and Conditions are effective as of March 9, 2018 and the present version of the Terms and Conditions is published on the Store's Website at [https://eu.outhorn.com./](https://eu.outhorn.com/) on October 29, 2020.

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

- 1. INFORMATION ABOUT THE RIGHT OF WITHDRAWAL**
- 2. MODEL WITHDRAWAL FORM**