

TERMS AND CONDITIONS OF OUTHORN ONLINE SHOP AND MOBILE APPLICATION

DEFINITIONS:

1. **Application** - the mobile application Outhorn maintained by the Seller, through which the Seller:
 1. a) provides access to the functionalities of the Outhorn online Shop available at <https://outhorn.com/> (the "Shop") and provides services to Users and;
 2. b) enables contracts for sale of Goods to be concluded remotely,and through which Users have an opportunity to get familiar with the Goods available at the Shop. The Seller provides appropriate system, telecommunication and technological tools for the a.m. purpose through the Application.
2. **Client** - User who has concluded a contract for sale with the Seller.
3. **SMS Club** - a service made available by the Seller and consisting in the sending of commercial information, in particular information on the available products and services, in the form of short text messages (SMS) to a telephone number provided by the User. The service can only be ordered **via** the Shop Website.
4. **Consumer** - a User who is a natural person performing a legal action with the Seller, not directly related to his or her business or professional activity, in particular concluding a sales agreement via the Shop or the Application.
5. **User Account** - means an individual panel set up for each User and on his or her behalf by the Seller (after the User has registered and thereby entered into an agreement for the provision of the User Account service) on which data provided by the User in course of the User Account registration, whereby it is not required to set up a User Account in order to use the Shop or the Application, to browse including the browsing of the Shop product range and the placing of orders.
6. **Newsletter** - a Seller-provided service consisting in the sending of commercial information, in particular relating to marketed products and services in the form of messages (e-mails) via electronic mail to the e-mail address provided by the User.
7. **Terms and Conditions** - the present Terms and Conditions specifying the principles of using the Shop and the Application, in particular the rules of concluding contrast for sale of the Goods available in the Shop's product range via the Shop or the Application, the rules of performance of these agreements and the rules of the complaint procedure.
8. **GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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.
9. **Shop** - Outhorn's on-line shop available through the Shop Website (<https://outhorn.com/>) and through the Application, operated by the Seller, serving as a sales platform through which the Seller: makes the functionalities of the Shop available and provides services to the Users and enables them to remotely conclude agreements for the sale of Goods, and through which Users can get familiar with the Goods available from the Shop's product range. The Seller makes available appropriate system, data communications and technological tools via the Shop in order to provide the a.m. services.
10. **Seller** - OTCF S.A. based in Krakowie (ul. Saska 25C, 30-720 Kraków), registered by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Department of the National Court Register under the KRS number: 0000555276, NIP: PL9451978451,

REGON: 356630870, share capital of PLN 7,384,500 (paid in full), BDO registration no: 000005025, telephone number to Outhorn On-line Shop Customer Service: +48 12 351 06 72 (charges as per operator's rates), e-mail address support@outhorn.com.

11. **Shop Website** - Shop website available at <https://eu.outhorn.com/> or its respective subsite.
12. Goods - movable items in the Shop product range which can be the subject of a contract for sale between the User and the Seller.
13. **Contract for Sale** - a contract for sale of the Goods concluded between the User and the Seller via the Shop Website or the Application under the rules specified in the Terms and Conditions.
14. **User** - a natural person, a legal person or an organisational unit without legal personality using the Shop functions.
15. **Find Shop** - a service made available by the Seller **solely** through the Application, enabling the search for the Seller's physical shops by sending, at the User's request, through the Application, information on the Seller's physical shops, including in particular: basic data about the shops (in particular: shop location, shop opening hours) as well as information on the range of the Outhorn products, new collections, current promotions and services available at the Seller's physical shops.

I. Initial Provisions

1. The Seller employs technical and organisational measures adequate to the degree of risk, including measures to prevent unauthorised acquisition and modification of personal data sent via the Internet - to ensure the security of messages and data transmitted in the Shop. The Seller also ensures the security of data transmission through in the Application. Within the framework of the Shop website, the Seller ensures security through the use of the SSL (SecureSocketLayer) protocol.
2. The Seller sells Goods via the Shop Website and the Application using the Internet.
3. At the latest when the User expresses his or her will to be bound by the Contract for Sale (by placing an order), the Seller will provide him or her with information about the main features of the Goods:
 1. a) via the Shop website - if the order has been placed on the Shop website, or
 2. b) via the Application - if the order has been placed via the Application.

Information about the Goods offered by the Seller, their detailed description with a indication of their main features, is provided under each of the Goods displayed on the Shop Website of the Store and in the Application.

4. The User is obliged to use the Shop Website or the Application in a manner which does not disturb their operations, conforms to the law, provisions of the Terms and Conditions, good manners and respects the rights and personal interests of other entities. It is prohibited for the User to deliver unlawful content.

II. Methods of Communication

1. The Seller informs that the User may contact the Seller:
 - a) by sending correspondence to the address: ul. Saska 25C, 30-720 Kraków,
 - b) by e-mail at: esklep@outhorn.com,

c) by phone at the Outhorn Online Shop's Customer Service (the Outhorn Online Shop Customer Service phone number: +48 12 351 06 72). For the fee per one call, see the operator's tariff.

2. It is possible to submit inquiries addressed to the Seller directly through the Shop Website. For this purpose, go to the Shop website subsite (marked as "Contact" or "Contact Details" or in another equivalent manner) where the Seller's contact details are available.
3. The Seller may contact the User for the processing of the order, including the need to clarify the details of the order that has been placed via electronic mail or telephone - by telephone only if the User has provided contact telephone number.
4. The Seller makes available the functionality which consists in notifying the User about the availability of the given Goods; for this purpose the User should do the following in the window dedicated to the product availability notification:
 - a) enter the required data in the specified fields of the form, i.e. e-mail address;
 - b) tick the check-box confirming that you have read the Terms and Conditions and accept their content;
 - c) confirm the data entered by clicking on the button used to order the notification.

III. Final Amount to be Paid

1. The prices of the Goods displayed on the Shop Website and in the Application are given in the Polish zlotys and are gross prices, i.e. they include taxes, including the value added tax (VAT) but do not include the Goods Delivery Costs.
2. The Goods Delivery Costs include, among others, postal service fees and depend on the form of payment chosen by the Client and the amount of the Prices of the Goods in the order that has been placed.
3. The final amount payable on account of the order placed shall consist of: Price of the Goods and the Goods Delivery Costs.
4. The User is informed about the final amount payable in course of the Order placement:
 - a) on the relevant subsite of the Shop Website - if the order is placed via the Shop Website;
 - b) in the Application - if the order is placed via the Application,also immediately before and at the time when the order is confirmed and when the order is placed. These are the total costs that the User is obliged to pay along with applicable taxes. The final amount to be paid is also indicated in the message confirming the receipt of the order.
5. The final amount to be paid, indicated in a definite manner in section 4 shall not change.

IV. User Account

1. The Seller provides services which allow the User to set up a User Account both via the Shop Website and the Application. Thanks to the User Account, the Seller enables the User to use additional functionalities of the Shop and the Application after a one-time registration and logging in every time whereby:
 - a) if the Shop Website is used - it is possible to register a User Account and log in to the User Account also through the account of a given User established on Facebook,
 - b) if the Application is used - it is possible to register a User Account and to log in to the User Account also through the given User's account set up on Facebook / the given User's Google account / the given User's Apple ID account

If the User chooses one of the aforementioned methods of logging in to a previously registered User Account, Facebook/Google/Apple will, in accordance with their User verification mechanism, make the User data from his or her Facebook account/Google account/Apple ID account available to the Seller solely for the purpose of verifying the User's identity, the data including: first name, last name, e-mail address and profile photo (the profile photo only applies to Facebook). By choosing this form of logging in, the User thereby acknowledges that his or her personal data specified above shall be made available by Facebook/Google/Apple to the Seller as a separate controller of personal data, whereby the Seller shall use these data solely for the purposes of enabling the logging in to the User Account. Registration and maintenance of a User Account are free of charge.

2. Registration of a User Account is voluntary, particularly in the sense that the User may use the Shop Website and the Application to browse the Shop product range and place orders without registering a User Account.
3. In order to set up a User Account on the Shop Website, the User must go to the registration form and then enter the required data in the specified fields of the registration form, i.e. first name, last name and e-mail address, tick the check-box indicating that the User confirms having read and accepted the Terms and Conditions and click the registration confirmation button.

As an alternative to the method described above, the User may also set up a User Account on the Shop website by purchasing Goods without registration and then clicking on the option enabling the User to set up an account, the option being provided in the summary view of the submitted order after ticking the check-box meaning that the User confirms having read and accepted the Terms and Conditions.
4. In order to set up a User Account via the Application, you must consecutively:
 - a) install the Application from a dedicated application shop,
 - b) start the Application,
 - c) and if the previous steps have already been taken, fill in the required data in the specific fields of the registration form on the Application start screen, tick the check-box meaning that you confirm having read and accepted the Terms and Conditions of the Shop (optionally, tick the marketing and Newsletter consents),
 - d) confirm the registration of the User Account by means of a hyperlink sent to the provided e-mail address.

As an alternative to the method described above, the User may also set up a User Account in the Application by making a purchase of the Goods without registering and

then proceeding to the account set-up screen through the appropriate screen displayed to the User.

5. After the User has completed the registration, the Seller will immediately send an e-mail confirming the User Account registration to the User's electronic mail address provided by the User in the course of registration.
6. At the moment when the User receives the confirmation message, the agreement for the provision of the User Account service is concluded and this service will be provided free of charge for an indefinite period of time.
7. The Seller has the right to terminate the agreement for the provision of the User Account service with a 14 days' notice only for important reasons in the form of persistent violation by the User of his or her obligations set out in Chapter I, section 4 of the Terms and Conditions, in the event when the Seller has earlier called the User to stop violations and determined an additional 14-day period for the User to this effect and the User's failure to comply with the call despite the passing of this period.
8. The Seller may submit the notice of termination of the agreement for provision of the User Account service to the User at the electronic mail address provided by the User.
9. The User is entitled to terminate the agreement for provision of the User Account service at any time, without notice, without giving reasons and without incurring any costs, in particular by sending the Seller via email to the address support@Outhorn.com requesting the removal of the Account with indication of the electronic mail address (e-mail address) provided during the registration of the User Account.
10. The effect of the expiry of the agreement for the provision of the Account service will be the blocking and deletion of the User Account; however, it has no effect on the rights acquired by the User before the expiry of the agreement.
11. The Seller informs that the provisions of Chapter XVIII of these Terms and Conditions apply to changes in the scope of the agreement for the provision of the Account service.
12. In addition, if the change referred to in section 11 above is made, the User may terminate the agreement without notice within 30 days from the date of making the change or informing the User of the change, if User was informed later than the change has taken place.

V. Newsletter

1. As part of the Newsletter service, the Seller sends information in the form of an e-mail message, hereinafter referred to as "Newsletter", to the electronic mail address (e-mail address) provided by the User.
The Newsletter service is provided free of charge for an indefinite period of time.
2. The Newsletter contains information about the available range of the Outhorn products, new collections, current promotions, information about opening of new Shops and other news related to the Outhorn brand and its products, including reviews, press materials and links to websites befriended with the Outhorn brand.
3. Each Newsletter contains:
 1. a) information about OTCF S.A. with its registered office in Kraków as the sender of the Newsletter,
 2. b) filled-in field "Subject" which defines the content of the Newsletter,
 3. c) information about the form of resignation from the Newsletter service or change of the User's electronic mail address (e-mail address) to which the Newsletter is sent.
4. The use of the Newsletter service depends on whether the User has a computer or other multimedia device with access to the Internet and has an active electronic mail account (e-mail).
5. Ordering the Newsletter service:

1. a) the User makes the following registration steps via the Shop Website on the Shop Website:
 1. i) providing the User's electronic mail address (e-mail address) in the registration form,
 2. ii) giving the User's consent to receiving the Newsletter type messages and ticking the check-box which confirms that the User has read the Terms and Conditions of the Shop and accepted their content,
 3. iii) pressing (clicking) the registration confirmation button,
 4. iv) confirming the subscription to the Newsletter by clicking on the confirmation link included in the electronic mail message sent by the Seller to the User's e-mail address given in the registration form.
2. b) The User takes the following actions via the Application (unless the User has previously subscribed to the Newsletter service during the User Account registration process):
 1. i) installing the Application from a dedicated application shop,
 2. ii) running the Application,
 3. iii) logging in to the User Account (the Newsletter service is not available from the Application level for Users who are not logged into the User Account),
 4. iv) switching to the User Account management panel and selecting the check-box which is provided in the Newsletter field and used to order the Newsletter service.
6. Pressing (clicking) on the registration confirmation link adds the User's electronic mail address (e-mail address) to the e-mailing list. The User's electronic mail address (e-mail address) will be used to send the Newsletters to the User.
7. The User's electronic mail address (e-mail address) must be entered in the registration form for the Newsletter service to be provided.
8. The User may at any time, without giving any reason and bearing any costs, change the previously indicated electronic mail address (e-mail address) to which the Newsletter is sent, resigning from the Newsletter service by clicking on the link "Unsubscribe Newsletter" provided in the footer of each Newsletter and then ordering the Newsletter service again by taking registration actions in the way indicated in section 5 in detail above, indicating the User's new electronic mail address (e-mail address) in the registration form.
9. The User may resign from the Newsletter service at any time, without giving reasons and without incurring costs:
 1. a) Through the Shop website by:
 1. i) clicking on the link "Cancel Newsletter Subscription" provided in the footer of each Newsletter,
 2. ii) unchecking the consent "I consent to receiving commercial messages in the form of NEWSLETTER at the e-mail address given by me under the Terms and Conditions of the online shop. I have the right to withdraw the consent to the processing of data at any time, which will not affect the legality of the processing performed before the withdrawal of the consent" in the User Panel and then pressing (clicking) on the button used to save the changes,
 3. iii) sending declaration of will to resign from the Newsletter service via electronic mail (e-mail) to the address esklep@outhorn.com to OTCF.
 2. b) Through the Application by:
 1. i) running the Application,
 2. ii) logging in to the User Account (the Newsletter service is not available from the Application level for Users who are not logged into the User Account),
 3. iii) switching to the User Account management panel and deselecting the check-box related to the Newsletter service.

10. When using the Newsletter service, the User is obliged not to supply or transmit any unlawful content.

VI. SMS Club

1. As part of the SMS Club service notifications containing the Seller's marketing information (including information on available products and promotions conducted via the Store) will be sent via SMS to the mobile phone number indicated by the User. The SMS Club service is provided free of charge for an indefinite period of time.
2. The Shop Website dedicated to the service includes:
 1. a) information about OTCF S.A. with its registered office in Wieliczka as a sender of the SMS messages sent within the SMS Club,
 2. b) information on how to resign from the service or change User's telephone number to which SMS messages are sent under the SMS Club service.
3. Each SMS under the SMS Club service includes:
 1. a) address of the Shop website,
 2. b) marketing content.
4. The use of the SMS Club service depends on whether the User has a telephone with access to the GSM network.
5. The User performs the following registration actions on the Shop Website to order the SMS Club service:
 1. a) providing the User's telephone number in the registration form,
 2. b) giving the User's consent to receiving messages under the Service and ticking the check-box which confirms that the User has read the Terms and Conditions of the Shop and accepted their content;
6. Ticking all the checkboxes listed in section 5 above causes the User's telephone number to be added to the SMS CLUB list. The User's telephone number will be used to send SMS messages under the SMS CLUB service to the User.
7. The User's telephone number must be entered in the form in course of the registration for the Newsletter service to be provided.
8. The User may resign from the SMS Club service at any time, without giving reasons and without incurring costs, in particular by:
 1. a) sending declaration of will to resign from the SMS Club service via electronic mail (e-mail) to the address esklep@Outhorn.com to OTCF;
 2. b) clicking on Shop WebSite dedicated to the service link provided to unsubscribe from the SMS Club.
9. When using the SMS Club service, the User is obliged not to deliver or transmit unlawful content.

VII. Other Forms

1. The Seller may make available to the User via the Shop Website or the Application, also other forms which may be used by the User in particular to recommend the Shop or the products offered in the Shop to other Internet users and to participate in competitions and promotions organised by the Seller.
2. The agreement for the provision of the service is concluded by electronic means through the use of a specific form at the moment when the User uses this form. The agreement for the provision of the service by electronic means is terminated each time automatically after the User uses a specific form.
The Seller may introduce additional terms and conditions specifying the rules for the use

specific forms which shall be communicated to the attention of and to be approved by the Users before they actually use a specific form.

VIII. Chatbot

1. The Seller may provide the User via the Shop Website or the Application with the so-called chatbot functionality (hereinafter referred to as the Chatbot), that is, an automated chat using ready-made answers to Customers' questions, e.g. regarding orders.
2. It will not be possible use the Chatbot to place an order, subscribe to the Newsletter or create a User Account.
3. The agreement for the provision of the service is concluded by electronic means through the use of the Chatbot at the moment when the User uses this functionality. The agreement for the provision of the service by electronic means is terminated each time automatically after the User uses this functionality.
4. When using the Chatbot service, the User is obliged not to supply or transmit any unlawful content.
5. The User acknowledges that the operation of the Chatbot is based on services provided by Google Ireland Limited with its registered seat at Gordon House, Barrow Street, Dublin 4, Ireland or any other entity within the Google Group (hereinafter referred to as "Google"), including in particular the Dialogflow service used to read and convert the content of the messages entered by the User through the Chatbot in a way that allows an algorithm to tailor responses to them as well as the development ("learning") of the algorithms to provide the User with better answers to your questions. The services provided by Google through the Chatbot may involve the User transferring his or her personal data while using Chatbot directly to Google as a separate data controller. In such case, the User's personal data in the context of the use of the services provided by Google are processed in accordance with the rules determined by Google, including in particular those indicated in the Privacy Policy available at <https://policies.google.com/privacy> as well as the Terms of Use of the services available at <https://policies.google.com/terms>.

IX. Provision of Information on Shops

1. Under the Find a Shop service, the Seller will, at the User's request, provide the User via the Application with information on the Seller's physical shops adapted to the location of the User's device and enable the browsing of a map showing the location of the Seller's physical shops. The information on the Seller's physical shops includes in particular: basic data about the shops (in particular: shop location, shop opening hours) as well as information on the range of the Outhorn products, new collections, current promotions and services available at the Seller's physical shops.
2. In order to be able to use the Find a Shop service, the User must have a device meeting the technical requirements referred to in Chapter XV herein, which allows the Application to be launched and its location to be determined. In order to use the Find a Shop service, the User will share the data concerning the location of the device on which the Application is installed with the Application.
3. The User orders the Find a Shop service by tapping the button used to order the "Find a Shop" service and by consenting to the provision of the device location data via the device system settings unless the User has already consented to the sharing of the device location data each time the Application is launched. The Find a Shop service is provided free of charge and on a one-time basis. To re-use of the Find a Shop service, the User must again request the information referred to in section 1 above by tapping the "Find a Shop" button and consenting to the sharing of the device location data.

4. The agreement for the provision of the service is concluded by electronic means through the use of the "Find a Shop" service at the moment when the User uses this functionality. The agreement for the provision of the service by electronic means is terminated each time automatically after the User uses the "Find a Shop" service.
5. The User's device location data will not be stored by the Seller. Before using the Find a Shop service, the User will be requested to consent to the provision of the device location data via the device system settings unless the User has already consented to the sharing of the device location data each time the Application is launched. The User's consent is voluntary but necessary to enable the Find a Store Service. The User may:
 1. i) consent to the sharing of the device location data each time the Application is launched, or
 2. ii) consent to the sharing of the device location data for a one-time use of the Find a Shop service, or
 3. iii) not consent to the sharing of the device location data.

If the User does not consent to the sharing of the device location data under subclause iii) above, this is tantamount to the User opting out of the Find a Shop service.

6. The User may resign from the Find a Shop service at any time, without giving reasons and without incurring costs, and may withdraw his or her consent to the sharing of the device location data via the system settings.

X. Methods of Placing an Order

1. The User can purchase Goods from the Shop range of products by placing an order:
 1. a) directly via the Shop Website or the Application (by voluntarily setting up a User Account or without setting up one) by going through the order path,
 2. b) by sending an e-mail message to: esklep@Outhorn.com, indicating all order fulfilment relevant information about the ordered Goods, i.e. catalogue names, sizes and number of the ordered Goods, method of payment, method and place of delivery of the Goods and the following data: first name, last name, address to which the ordered Goods should be delivered, e-mail address and telephone number as well as indicating whether the User places the order as a value added tax (VAT) payer.
2. In order to place an order:
 1. a) directly through the Shop website, one should:
 1. i) complete the order using the shopping cart (by pressing (clicking) on the button "Add to cart" or "Add product" or another equivalent of it. The User adds the Goods to the cart by selecting them according to the description and the price and - if the Goods are available in different sizes or colours - choose the size and/or the colour),
 2. ii) after moving to the cart view and having established the number of the Goods, click the button used to move to the cash register,
 3. iii) after moving to the view enabling the selection of the method and place of delivery, enter the required data in the specified fields of the order form;
 4. iv) select the method of delivery and then click on the button used to navigate to the payment view,
 5. v) having navigated to the payment view and order summary, select the payment method and, in each case, tick the required check-boxes and indicate whether the User is placing the order as a value added tax (VAT) payer and then click on the button "I order and pay" or another button

containing unambiguous wording equivalent to the words:
"order with obligation to pay", whereby this means placing an order with an obligation to pay.

2. b) directly through the Application, one should:
 1. i) complete the order using the shopping cart (by pressing the button "Add to cart" or "Add product" or another equivalent of it) and choosing them according to their description, price and - if the Goods are available in different sizes or colours - choose the size and/or colour),
 2. ii) choose the delivery address of the Goods, the method of delivery of the Goods and the method of payment.
 3. iii) enter the required data in the specified fields of the order form and indicate the sales document receipt/invoice).
 4. iv) tick the check-box representing the confirmation that the Terms and Conditions have been read and their content has been accepted (this applies only to the Users who are placing an order while not being logged in to the User Account. With regard to Users who place orders using a User Account, it is sufficient to have previously (during the registration of the User Account) ticked the appropriate check-box representing the acceptance of the Terms and Conditions),
 5. v) press the button containing an unambiguous wording equivalent to the words: "I order with obligation to pay", whereby this means placing an order with an obligation to pay.
3. The orders will be processed in the order of their receipt.
4. Placing an order by the User will be tantamount to placing an offer to conclude a contract for sale of the Goods subject to the order to the Seller.
5. Detailed information on how to place an order is available on the Shop website in the footer in the block "Customer Service": "Placing Orders".

XI. Transmission of Confirmation of Conclusion of Contract for Sale of Goods

1. Immediately after the User places the order, the Seller will send an electronic message confirming the receipt of the order and conclusion of the contract to the electronic mail address provided by the User.
2. At the moment when the User receives the above-mentioned electronic message, the contract for sale of the Goods between the User as a Customer and the Seller is concluded.
3. Recording, securing, sharing and confirming the material provisions of the contract for sale of the Goods becomes effective by sending the above-mentioned electronic message together with attachments in the form of these Terms and Conditions, information about the right of withdrawal from the contract and specimen of the form for declaration of withdrawal from the contract.

XII. Payments

1. The Seller allows the following methods of payment for the Goods.
 1. a) cash on delivery upon receipt of the Goods - then the User:

1. i) is obliged to pay the full amount of the Price of the Goods and the Delivery Costs of the Goods as specified in the order upon delivery to a relevant postal service provider who makes the delivery,
2. ii) or (in case when collection at a collection point operated under the brand "4FSPOT" or a point of sale of products under the "Outhorn" brand is selected) is obliged to pay the entire amount of the Price of Goods and Delivery Costs of the Goods as specified in the order upon delivery to a relevant entity operating such a collection point.

(this method of payment applies only to delivery of the ordered Goods in the Republic of Poland).

2. b) via secure online payment services including
 1. Dotpay;
 2. PayU;

(in the a.m. cases, the User is obliged to pay in advance for the purchased Goods before the processing of the order (the so-called prepayment)).

3. c) via hire purchase (via eRaty Santander Consumer Bank or BNP Paribas Bank Polska S.A.). - The User submits a loan application for the purchase of the Goods of his or her choice. When the loan procedure has been successfully concluded, the loan agreement is signed by the User and the loan is activated, the Shop will proceed to process the placed order. Remember that the total cost of the loan will be increased by the bank interest and other costs of activating the loan - all these costs will be given to the User by the consultant of Santander Consumer Bank S.A. or BNP Paribas Bank Polska S.A. (depending on which Bank the User decides to choose). The User can also check the expected loan costs by means of the simulator of instalments made available in the shopping cart on the Shop's website.

For a loan application to be accepted, the order value must be at least PLN 100 gross (in the case of Santander Consumer Bank) or PLN 150 gross (in the case of BNP Paribas Bank Polska S.A.) - below this value, the payment method discussed herein will not be possible. This method of payment applies only to delivery of the ordered Goods in the territory of Poland.

4. d) via consumer loans offered by PayPo sp. z o.o. through the Shop, intended for customers of the Shop who are consumers, the purpose of which will be to finance purchases in the Shop, whereby the consumer loan agreement is concluded by PayPo sp. z o.o. (as the creditor) with the customer (as the borrower). The loan application form is available through a link on the Shop website (the link redirects the User to the relevant address - www.PayPo.pl) and submitted via the online platform provided by PayPo sp. z o.o. - The User applies for a consumer loan for the purchase of the Goods of his or her choice under the terms specified by the operator of this payment method. If the loan procedure has been successfully completed, the Shop will begin to process the order. This method of payment applies only to delivery of the ordered Goods in the territory of Poland.

2. Goods ordered in the Store are delivered:

1. a) on the territory of the Republic of Poland:
 1. to physical shops and points of sale run under the Seller's brands or under the brands in relation to which the Seller acts as a distributor or to points of collection or points of sale of the "Outhorn" brand products operated under the "4FSPOT" brand (whereby the form of collection described herein, i.e. personal collection in a shop / at a point of sale is only possible for orders carried out exclusively from the Shop's stocks and does not

- apply to orders carried out even partially from stocks of physical shops - relevant information will appear while the order is being placed) or
 - 2. through postal or shipping companies or courier service providers,
 - 2. b) on the territory of countries other than the Republic of Poland: through postal or shipping companies or courier service providers.
- 3. The Seller shall begin to process the placed order immediately after sending electronic confirmation of receipt of the placed order and - in the case of choosing prepayment as the method of payment - after crediting the Seller's bank account with the total amount of the Price of the Goods and the Delivery Costs of the Goods.
- 4. Time of processing of the order includes the period during which the Seller prepares the shipment by completing the ordered Goods.
- 5. The order lead time is up to 7 working days; it starts at the moment when the Seller begins to proceed the order and ends at the moment when the Seller delivers the consignment to the postal service provider referred to in section 2.
- 6. The processing time of the order does not include the delivery time of the Goods which covers the period from the moment when the consignment is handed over by the Seller to the postal service provider to the moment when the consignment is delivered by this entity to the Client.
- 7. Detailed information about delivery of the Goods, including the Delivery Costs of the Goods are given on the Shop's website in the footer in the block "Customer Service": "Delivery Costs and Times".
- 8. If the User declares that he or she places an order as an added value tax (VAT) payer, the Seller will issue a VAT invoice to such User:
 - 1. a) if the User chooses an option of delivery of the Goods - in the territory of the Republic of Poland - in the form of personal collection at the Seller's physical shop or at the Seller's point of sale/collection specified in Chapter XII, section 2.a. of the Terms and Conditions with the on-site payment option, the User will be issued a VAT invoice at the moment of collecting the parcel.
 - 2. b) if the User chooses an option of delivery of the Goods - in the territory of the Republic of Poland - in the form of personal collection at the Seller's physical shop or at the Seller's point of sale/collection specified in Chapter XII, section 2.a. of the Terms and Conditions after prepayment - the User will be sent a VAT invoice to the User's e-mail address provided in connection with the completion of a relevant form on the Shop Website or in the Application (a form when setting up the User Account or placing an order).
 - 3. c) if the User chooses an option of delivery of the Goods - in the territory of the Republic of Poland - in a form other than personal collection at the Seller's physical shop or at the Seller's point of sale/collection specified in Chapter XII, section 2.a. - the User will be provided a VAT invoice to the User's e-mail address provided in connection with the completion of a relevant form on the Shop Website or in the Application (a form when setting up the User Account or placing an order).
 - 4. d) if the User chooses an option of delivery of the Goods in the territory of countries other than the Republic of Poland - the User will be sent a VAT invoice to the User's e-mail address provided in connection with the completion of a relevant form on the Shop Website or in the Application (a form when setting up the User Account or placing an order).
- 9. If the User declares that he or she does not place an order as an added value tax (VAT) payer:
 - 1. a) and demands a VAT invoice, a VAT invoice will be sent to the User in connection with the purchase of the Goods.
 - 1. i) If the User chooses an option of delivery of the Goods - in the territory of the Republic of Poland - in the form of personal collection at the Seller's physical shop or at the Seller's point of sale/collection specified in Chapter XII, section 2.a. of the Terms and Conditions with the on-site

payment option, the User will be issued a VAT invoice at the moment of collecting the parcel.

2. ii) If the User chooses an option of delivery of the Goods - in the territory of the Republic of Poland - in the form of personal collection at the Seller's physical shop or at the Seller's point of sale/collection specified in Chapter XII, section 2.a. of the Terms and Conditions after prepayment - the User will be sent a VAT invoice to the User's e-mail address provided in connection with the completion of a relevant form on the Shop Website or in the Application (a form when setting up the User Account or placing an order).
3. iii) if the User chooses an option of delivery of the Goods - in the territory of the Republic of Poland - in a form other than personal collection at the Seller's physical shop or at the Seller's point of sale/collection specified in Chapter XII, section 2.a. - the User will be provided a VAT invoice to the User's e-mail address provided in connection with the completion of a relevant form on the Shop Website or in the Application (a form when setting up the User Account or placing an order).
4. iv) if the User chooses an option of delivery of the Goods in the territory of countries other than the Republic of Poland - the User will be sent a VAT invoice to the User's e-mail address provided in connection with the completion of a relevant form on the Shop Website or in the Application (a form when setting up the User Account or placing an order).
2. b) and does not demand that a VAT invoice be issued, then, in connection with the purchase of the Goods:
 1. ia) If the User chooses an option of delivery of the Goods - in the territory of the Republic of Poland - in the form of personal collection at the Seller's physical shop or at the Seller's point of sale/collection specified in Chapter XII, section 2.a. of the Terms and Conditions with the on-site payment option: a fiscal receipt will be issued to the User upon receipt of the parcel. If there is a need to issue a VAT invoice, a VAT Invoice will be issued for the receipt upon such request ,
 2. ib) if the User chooses an option of delivery of the Goods - in the territory of the Republic of Poland - in the form of personal collection at the Seller's physical shop or at the Seller's point of sale/collection specified in Chapter XII, section 2.a. of the Terms and Conditions after prepayment - the User will be sent a VAT invoice to the User's e-mail address provided in connection with the completion of a relevant form on the Shop Website or in the Application (a form when setting up the User Account or placing an order),
 3. ii) deleted;
 4. iii) if the User chooses an option of delivery of the Goods - in the territory of the Republic of Poland - in a form other than personal collection at the Seller's physical shop or at the Seller's point of sale/collection specified in Chapter XII, section 2.a. - the User will be provided with an electronic bill to the User's e-mail address provided in connection with the completion of a relevant form on the Shop Website or in the Application (a form when setting up the User Account or placing an order),
 5. iv) if the User chooses an option of delivery of the Goods in the territory of countries other than the Republic of Poland - the User will be sent a VAT invoice to the User's e-mail address provided in connection with the completion of a relevant form on the Shop Website or in the Application (a form when setting up the User Account or placing an order).
10. By accepting the Terms and Conditions herein, the User grants his or her consent - within the meaning of art.106n, section 1 of the Act on Value Added Tax (VAT) of 11 March 2004 - to the Seller to the use of electronic invoices in relation to the User, including the

sending (making available) to the User of electronic invoices issued by the Seller in the PDF file format by electronic mail to the User's e-mail address provided by the User in connection with the completion of an appropriate form on the Shop's Website or in the Application (the form when setting up the User Account or the form when placing an order).

11. The acceptance referred to in section 10 above does not exclude the Seller's right to use VAT invoices in the paper form.
12. The User has the possibility to withdraw at any time - by informing the Seller about it - the granted acceptance referred to in section 10 above.
13. The provisions of section 8 and section 9 above apply provided that they may not violate mandatory provisions of applicable law.

XIII. Right of Withdrawal from Contract

1. A consumer who has concluded a remote contract may, within 30 days, withdraw from that contract without giving any reason and without incurring costs, except for the costs specified in the instruction on the right to withdraw from the contract - containing information on the manner and deadline for exercising the right to withdraw from the contract and on the costs of returning the subject item in the event of withdrawal from the contract borne by the Consumer - which constitutes attachment no 1 hereto.
2. The provision of section 1 also applies to a natural person concluding a contract directly related to his or her business activity if it results from the content of this contract that it does not have a professional character for this person, particularly resulting from the subject of his or her business activity, disclosed on the basis of the regulations on the Business Activity Central Register and Information.
3. In accordance with art. 38, clause 5) of the Consumer Rights Act of 30 May 2014, the consumer is not entitled to withdraw from a contract concluded off the premises or remotely in relation to contracts relating to the Goods in which the object of supply is an item (Goods) delivered in a sealed packaging which, after the packaging has been opened, cannot be returned due to health protection or hygiene reasons if the packaging has been opened after the delivery.
4. Information on exercising the right of withdrawal and the specimen withdrawal form are available at: <https://eu.outhorn.com/informations-about-right-to-withdrawal,52,277.htm>

XIV. Complaint Procedure

1. The Seller has the obligation to perform in conformity with the agreement.
2. The Seller is liable to the Customer for non-conformity of the Goods or services with the agreement under the rules stipulated in the regulations:
 - a) where the Customer is a Consumer, set out in particular in Article 43a et seq. of the Consumer Rights Act of 30 May 2014,
 - b) where the Customer is neither a Consumer nor a natural person entering into an agreement directly related to his/her business activity, when it is evident from the content of that agreement that it is not of a professional nature for that person, set out in particular in art. 556 et seq. of the Civil Code.
3. The Seller is liable to the Customer for the non-conformity of the digital content or digital service with the agreement in accordance with the rules stipulated in the legislation

where the Customer is a Consumer, in particular Article 43k et seq. of the Consumer Rights Act of 30 May 2014.

4. The complaint can be lodged by the Client in any way that sufficiently reveals his or her will.
5. In order to make it easier for the Customer to lodge a complaint, the Seller:
 1. a) recommends that the complaint should contain, in particular, the following data: first name, last name, e-mail address, bank account no, address (street, house no / apartment no, postal code, town (post office)), telephone number, form of compensation, order number, information on what specific goods are subject to the complaint and what is the reason for the complaint,
 2. b) inform the Customer about the possibility of using a sample complaint procedure described on the Shop website in the footnote "Complaints" footnote in the block "Customer Service".

The Customer does neither have to use or follow the above recommendations of the Seller or the complaint procedure described on the Shop website, and the non-use thereof does not affect the effectiveness of the complaints lodged while omitting the recommended description of the complaint.

6. Complaints relating to services provided electronically by the Seller may be lodged in particular by sending an e-mail message to the following address: esklep@Outhorn.com.
7. The Seller shall process every complaint and respond to it by giving an immediate reply on the manner in which it is processed immediately, no later than within 14 days from the date of lodging the complaint. The User will be informed about the manner of processing the complaint in the way indicated in the complaint notification.
8. In case the lodged complaint discloses any deficiencies, the Seller will request the Customer to complete them in accordance with the Customer's address data indicated in this complaint.

XV. Technical Requirements for Cooperation with the Telecommunications System Used by the Seller

1. To use the Shop:
 1. a) including the browsing of the Shop product range via the Shop Website, it is necessary to have a terminal device with access to the Internet and a web browser of the following type installed: Internet Explorer, Mozilla Firefox, Opera, Google Chrome or Apple Safari,
 2. b) including the browsing of the Shop product range via the Application, it is necessary to use a terminal device with access to the Internet and with the Android or iOS system and a web browser of the following type installed: Internet Explorer, Mozilla Firefox, Opera, Google Chrome or Apple Safari.
2. Furthermore, it is also necessary to have an active e-mail account to place orders.

XVI. Personal Data Protection

Detailed terms of the processing and protection of personal data, as well as cookies are regulated by the [Privacy Policy](#).

XVII. Out-of-Court Ways to Process Complaints and Pursue Claims

1. A consumer may use out-of-court ways to process complaints and pursue claims. The rules of access to these procedures are available in the seats or on the websites of entities authorised to process disputes on an out-of-court basis such as, in particular: consumer ombudsmen or Provincial Inspectorates of Trade Inspection, the list of which is available on the website of the Office of Competition and Consumer Protection at <http://www.uokik.gov.pl/>
2. There is a platform accessible at the address <http://ec.europa.eu/consumers/odr> which provides an on-line system for resolving disputes between consumers and entrepreneurs on the EU level (the ODR platform). The ODR platform is an interactive and multilingual website with a complex support centre for the consumers and entrepreneurs who want an out-of-court settlement of a dispute referring to contractual obligations resulting from an on-line contract for sale or the agreement for the provision of services.

XVIII. Final Provisions

1. The Terms and Conditions are available free of charge on the Shop Website <https://outhorn.com.pl> and in the Application in a form that can be acquired, reproduced and recorded by means of the User's telecommunications system.
The Terms and Conditions are also sent - in a form making it possible for the User to obtain, reproduce and record them - to the e-mail address provided by the User when an agreement for the provision of services by electronic means or a contract for sale of the Goods through the Shop is concluded with the Seller.
2. The provisions of the Terms and Conditions are not intended to limit or exclude any of the Users' rights under the law. The Seller honours all of the Users' rights under in the provisions of the applicable law, in particular under the Civil Code Act of 23 April 1964 and the Consumer Rights Act of 30 April 2014.
3. The Seller reserves the right to make amendments to the Terms and Conditions for important reasons including:
 1. a) changes in the law;
 2. b) organisational reasons, in particular:
 1. i) changes in the scope of the Seller's business activity such as changes to its profile, changes to the range of the Goods, introduction of new services or conveniences (including those related to the conclusion and termination of contracts),
 2. ii) changes of: address data, name or legal form of the Seller,
 3. iii) changes with respect to the methods of payment,
 4. iv) changes of the methods of delivery of the Goods,
 5. v) other technical changes connected with the operation of the Shop or the Application.
4. Each User will be informed of an amendment to the Terms and Conditions by its publication on the Shop Website and in the Application.
5. The User who has a User Account will be notified of an amendment to the Terms and Conditions by sending the amendment information to his or her electronic mail address. The User who uses the Newsletter service will be notified of an amendment to the Terms and Conditions by sending the amendment information to his or her electronic mail address. The User who uses the SMS Club service will be notified of an amendment to the Terms and Conditions by sending the amendment information to his or her telephone number.
6. The Amendments to the Terms and Conditions will come into force with respect to a specific User after 7 calendar days from the moment when he or she is informed about the amendments to the Terms and Conditions in an appropriate manner.
7. The Terms and Conditions are effective as of 9 March 2018, with the version of the Terms and Conditions contained herein being published on 22.12.2022.