

Marie Zélie
Terms of Service

1. These Terms of Service provide a contractual model which lays down general terms and conditions of the Agreement concluded with the Marie Zélie online store.
2. The Terms of Service have become effective as of 07.06.2017.
3. The Services are provided by the Seller in accordance with CET (Central European Time).
4. **Address for wirtten correspondence:**
Marie Zélie S.A.
Serdeczna 7/16 Street, 80-176 Gdańsk,
e-mail: info@mariezellie.com

§1. Definitions

1. **Terms of Service** – This document.
2. **Seller / Controller** – Marie Zélie S.A. , with its registered office in Gdańsk (80-386), Street, and address: ul. Lęborska 3b, Tax Identification No. (NIP): 5842760286, , Statistical No. (REGON): 367266950, with a fully paid-up share capital in the amount of PLN 100 000, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Sąd Rejonowy Gdańsk-Północ in Gdańsk, VII Commercial Division of the National Court Register under KRS no. 0000677398 .
3. **Agreement** – buy-sell agreement is entered into between a Seller and a Buyer.
4. **Price** – value of the product, without transport costs.
5. **Buyer** – a Consumer who has entered into the Agreement, or a natural person conducting business activities, or a legal person or an organizational unit without legal personality.
6. **Consumer** – a natural person having full capacity of acts in law whose entering into the Agreement is unrelated to his/her business or professional activity.
7. **Account** – a collection of information and settings saved in Seller database for Buyer, being a part of provision of store services. The access to the Account is available only after registration. If you already have an Account, please login.
8. **Store** – <http://mariezellie.com> .
9. **Privacy Policy** – tells you what information we collect from you, how we may use it and the steps we take to ensure that it is protected. The Privacy Policy is Appendix No. 1.
10. **External Channel of Payments** – an external service provider independent of the Seller:
 - a) <https://tpay.com> (Św. Marcin Strett, 73/6, 61-808 Poznań, Poland, Tax Number: 7773061579, statistical numer (REGON): 300878437, company registration number (KRS): 0000412357 - <https://tpay.com/regulaminy-i-umowy> or
 - b) PayPal (Europe) S.à r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349) – being an entity independent of the Service Provider and acting as an intermediary in the process of the Fees payment, subject to the Terms of Service and the terms and conditions as specified on the External Channel of Payments website: https://www.paypal.com/pl/webapps/mpp/ua/useragreement-full?locale.x=pl_PL or
 - c) Shoplo payments (Blue Media S.A., REGON: 191781561, NIP: 5851351185, KRS: 0000320590, ul. Jana Jerzego Haffnera 6, 81-717 Sopot)
Through the selected External Chanel of Payments, the Buyer makes a payment.
11. **force majeure** – an event caused by an accident or by the forces of nature which cannot be controlled or influenced by the Seller (such as fire, explosion, electricity breakdown, earthquake, flood, intense thunder and raining, turmoil, acts of civil as well as military authorities, war, terrorism (including cyberterrorism), by actions of the operators of telecommunications networks and by other unpredictable factors.

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12. **cookies/cookie files** – small textual information sent by the www server and saved by the Seller.
13. **email address** – an active address of Buyer electronic mail account.
14. **personal data** – information by means of which it is possible to identify person.
15. **newsletter** – an electronic messages sent by Seller to persons who have granted permission to receive trade information (eg. new products, sales).
16. **Login** – Buyer's mail address.
17. **Password** – a unique set of signs adjusted to Store technical requirements and chosen by Buyer which is used to authorize access and secure Account against unauthorized access of any third party.
18. **working day** – the day counted between 9 am to 4 pm, since Monday to Friday, CET, with exclusion of the days off in the Republic of Poland, or days indicated as vacation by the Seller on the Website, social media or mail notification.

§2. General provisions

1. The Seller makes the Terms of Service available free of charge before conclusion of the Agreement through the Store website, and the Buyer is obliged to become familiar with its contents before placing an order. In addition, the Seller sends the Terms of Service along with the e-mail confirming acceptance of the order to the e-mail address of the Buyer. At the Consumer request the document may be made available in another form which allows the Consumer to acquire, replay and fix content of the Terms of Service using an ICT system used by the Consumer.
2. In order to use the Store and place orders, it is necessary to have access to the Internet and to have a web browser installed (we recommend using the latest version of the browser).
3. Each product page contains information such as: general description of the product (as defined in §3.2. of the Terms of Service), price, term of order fulfilment by the Seller, time and method of delivery. This is information addressed to the general public that should be treated only as an invitation to enter into the Agreement. The moment the Seller accepts the Buyer's order for fulfilment (the Buyer shall receive an email confirming acceptance of the order placed) is deemed the moment of concluding the Agreement.

§3. Goods/products offered

1. The Store allows to buy women's clothing made from selected materials, whose composition is presented on the page of each product. All clothes are brand new, free from physical and legal defects. It is also possible to purchase Store gift cards with the expiration date set, which contain a discount code entitling to place an order at a discount in the amount specified on the gift card. Each gift card may be used only once.
2. The web page of each product contains information about the product or types of products, such as:
 - a) brief description and information where the product was made;
 - b) composition;
 - c) number of pieces;
 - d) size;
 - e) washing instructions, exchange/return, payment.
3. The Seller may offer promotions (e.g. in the case of purchase of sets) or change prices of the offered products. Subscribers to the newsletter shall be informed about the promotions and sales offered on the basis of discount codes and cut-prices. Sellers can use discounts on the basis of the Big Family

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Card (KDR). If the Buyer wants to use the discount should send by e-mail a scan or a photo of a valid KDR issued to the name of the Buyer. The Seller reserves that the discount will not be provided if the KDR sent is not valid, will not be issued to the Buyer's name or the order is to be delivered faster than the KDR registration by the Seller (up to 3 working days).

§4. Placing orders

1. The orders may be placed with the Store only by adults with full legal capacity, by taking the following steps:

- a) the Buyer selects the product he or she is interested in and adds it to the cart;
- b) by default, a single click on the product means choosing one item. The Buyer may increase or decrease the number of items of the ordered product in the cart. Having made changes, one should update the cart by clicking the button "Order";
- c) having confirmed the cart, the Buyer goes to the page where he or she may log in (or, respectively, set up the Account if he/she does not have one), or to place the order without logging;
- c) the Buyer enters shipping data and the Buyer's contact information in the order form;
- d) the Buyer may enter promotional code (coupon) in the order form. Having made changes, one should update the cart by clicking the button "Apply". Entering the correct discount code displays the reduced amount to be paid;
- d) the Buyer selects the payment method and confirms his/her intention to conclude the Agreement by clicking the button "Order and pay";
- f) in the case of an order placed when the Buyer is not logged into the Account, the Buyer shall be asked to accept the Terms of Service. Failure to accept the Terms of Service makes it impossible to place the order;
- g) the Seller sends an e-mail indicating that an order was placed by the Buyer and containing summary of the order described in paragraph 2, as well as a separate e-mail confirming acceptance of the order (moment of conclusion of the Agreement), which contains information on shipping and the planned delivery of the product.

If the payment was made and the Buyer did not receive an e-mail confirming acceptance of the order, the Buyer may cancel the transaction by contacting the Seller. In such a case, the payment is refunded.

2. The order summary contains:

- a) order details (product name, number of items, product price);
- b) data for shipping and delivery address;
- c) fulfilment date and estimated time of delivery;
- d) selected method of payment;
- e) the amount to be paid (which includes the price of goods and costs of delivery).

In certain cases, it is possible to place an order and its fulfilment via e-mail outside the Store. In such a case, before placing the order the Buyer receives Terms of Service, which are sent to the Buyer's e-mail address, and is asked to accept the Terms of Service and thus to confirm further intention to place the order.

§5. Prices and payment methods

1. Prices of all products in the Store are displayed according to the Buyer's preferences: in Polish zlotys (PLN), euros (EUR) or US dollars (USD), and do not include costs of delivery. The cost of delivery is shown in the order form. In the case of orders exceeding the amount indicated on the product sheet as free of delivery costs, delivery costs are PLN 0.00/EUR 0.0/USD 0.0. The Buyer

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checks the amount to be paid (product price + delivery cost) before placing the order, that is before sending the offer to the Seller.

2. The Seller allows for a reduction of the price by granting a rebate based on the discount code provided by the Seller or on the basis of discounts periodically offered by the Seller, or on the basis of a gift card or Big Family Card.

3. If the product is subject to a periodic discount (i.e. promotion), the product page displays the price before discount and after discount. The price after discount should be displayed both in the cart and in the order form.

4. The product price binding for the Seller and the Buyer is the price displayed to the Buyer in the order form before the payment.

5. The Buyer may choose one of the following payment methods:

a) payment via PayPal;

b) payment via transferuj.pl/tpay.

6. Fiscal receipts are issued for all products ordered with the Store. The receipts are delivered along with the purchased products.

§6. Order fulfilment and delivery

1. The Seller accepts the order for fulfilment after checking availability of the ordered product in stock. If the order is accepted, the Seller sends to the Buyer an e-mail informing about acceptance of the order.

2. Orders are fulfilled within 7 working days counting from the date of posting the payment till the date of delivery the product in the territory of the Republic of Poland, while in the European Union and countries outside the European Economic Area this period may be extended as indicated in the e-mail informing about the planned delivery time.

3. Orders are fulfilled by the customer service department on working days in accordance with the fulfilment date displayed on the product sheet and in the e-mail confirming acceptance of the order for the fulfilment. Orders are not fulfilled on days other than working days. In case of any questions, please contact us at @ indicating order number in the subject line. The reply shall be sent within 2 working days.

4. Goods are sent via courier company R2G Poland Sp. z o.o. with the registered office at 4 J.J. Rostafińskich, 02-593 Warsaw (**Apaczka**) or package machines through InPost S.A. with the registered office at 130 Malborska Street, 30-624 Kraków (**InPost**). The Buyer is notified about the number of letter or package and may check the anticipated delivery date. On international shipments, the order can be delivered by another courier company (please see the order information).

5. After posting the payment, the External Payment Channel sends an e-mail to the Buyer informing that the payment was received.

6. After posting the payment, goods are sent on the date indicated on the product page and e-mail confirming acceptance of the order for fulfilment. When purchasing more than one product, the longest term indicated for one of the products is deemed binding. At the request of the Buyer, the Seller allows for a separate shipment of the products. In such a case, however, the Buyer shall bear costs of delivery according to the Buyer's choice.

7. In special cases - e.g. lack of goods, force majeure - the Seller reserves the right to refuse the order and inform the Buyer thereof. If the funds were paid prior to the acceptance of the order, and the situation referred to in the previous sentence occurs, the funds that were paid are reimbursed.

§7. Complaints and returns

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1. If the product is not conforming to the Agreement, the Buyer may make complaint about a defective product.
2. Complaints should be sent to the following address: Marie Zélie S.A., Ul. Serdeczna 7/16, 80-176 Gdańsk, POLAND bearing a note: "Complaint". In the complaint, please indicate:
 - a) order number;
 - b) as precise as possible description of irregularities (including, where possible, the time, place and circumstances of the defect);
 - d) indication, if any, of how the complaint should be handled (exchange of the product for a new one/refund);
 - e) if the complaint concerns an error on the accounting document, please give the reference number and contact only via e-mail.
3. The Seller, within 14 days as from the date of receipt of the complaint from the Buyer, shall handle the complaint and shall give reply informing about acceptance or refusal to accept the complaint, submitting that reply by e-mail, unless the Buyer asked for the reply to be sent by post.
4. If the complaint is accepted, the Seller shall bear costs of transportation of the product being complained about, up to the amount equivalent to the cheapest means of transportation on the offer under which the sale was made.

§8. Withdrawal from the Agreement

1. All products offered in the Store are delivered in sealed containers.
2. The Consumer may withdraw from the Agreement within 30 days after receipt of the product by the Consumer or a person designated by the Consumer. To meet the deadline it is enough to send to the Seller an appropriate statement, whose specimen is attached as Appendix 2 to the Terms of Service, before expiry of that date. The product thus returned should be complete (including tags, buttons, etc.) and undamaged. The Consumer should return the product in such quantitative and qualitative composition in which he/she received it. If there were any documents, instructions or parts/accessories attached to the product, they must be returned. The product should be returned to the Seller's address indicated in the preamble to the Terms of Service as the address for correspondence. The Consumer covers all direct costs of returning the product (e.g. costs of packaging, securing, dispatch), and the costs of transportation only in the case in which they are higher than the cheapest means of transportation on the offer under which the sale was made;
4. The amount paid by the Buyer is reimbursed immediately, not later than within 14 days from the date of receipt of the notice of withdrawal from the Agreement.
5. Notice on withdrawal should be sent in writing along with the goods.

§9. Personal data protection

1. Data Administrator ensures security of personal data entered in the forms by the Buyers. The data is protected and secured against unauthorized access. Data entered in the order form is encrypted (SSL).
2. Payment processing takes place outside of the Store, via the External Payment Channel selected by the Buyer.
3. The personal data are processed:
 - a) in accordance with the provisions on the protection of personal data, in particular the Act of 29 August 1997 on the protection of personal data (consolidated text published in Journal of Laws of 2016, item 677, as amended) and implementing regulations to the above mentioned Act;
 - b) in accordance with the implemented Privacy Policy;

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c) within the scope and for the purpose necessary to establish and determine content of the Agreement, its amendments or termination, as well as proper performance of the Agreement;

d) on the basis of the granted consent, as well as within the scope and for the purpose described therein.

4. Personal data of the Buyers (e-mail address) may be processed in order to meet legitimate objectives pursued by the Data Administrator, which do not affect rights and freedoms of the person to which they relate.

5. Every person has the right to inspect his or her personal data processed by the Data Administrator, as well as the right to amend them at any time.

6. Data Administrator does not provide personal data to entities other than the ones authorized on the basis of the relevant legal regulations (e.g. law enforcement bodies).

7. Data Administrator informs that the Buyer's data is kept for a period of time required by law, within the scope and for the purpose of the potential future claims between the parties to the Agreement, or in connection with the legal regulations which the Data Administrator is required to comply with (e.g. tax regulations).

§10. Intellectual property

1. The Seller owns all copyright to the pictures of the products.

2. It is prohibited to use the Store in a manner which violates rights of the Seller or other entities.

3. Distribution of any Store elements (descriptions or pictures of products), including in particular the Store logo, without the Seller's consent is prohibited.

§11. Final provisions

1. The Buyer is required to use the Buyer's own personal data.

2. The Store may include links to websites owned and operated by third parties. The Seller is not responsible for the availability and quality of these websites.

3. The Seller reserves the right to make amendments to the Terms of Service and to the Prices of every product. The Price displayed in the Store order form is binding for the Buyer.

4. Every document bears date from which its provisions apply and is binding for orders fulfilled during the term of its validity.

5. Relevant provisions of the Polish law apply to matters not regulated in the Terms of Service. In the case of an Agreement concluded with a Consumer, also separate provisions relevant for consumers apply, in particular if they provide consumers with greater scope of protection than the one provided for in the Polish law or the Terms of Service.

6. In the event any provision of the Terms of Service is amended and/or held invalid due to a final court decision, the remaining provisions shall remain in force.

7. The Seller declares its willingness to resolve disputes in an amicable manner. Any disputes between the Seller and the Buyer who is not a Consumer shall be resolved by the court having territorial jurisdiction over the registered office of the Seller.

8. Attachments to the Terms of Service are an integral part of the Agreement.

[Appendix 1: Privacy Policy](#)

[Appendix 2: Model withdrawal form](#)

[Appendix 1: Privacy Policy](#)

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We respect Your right to privacy. We care about the security of data, including personal data. We use secure encryption protocol for the communication at the stage of placing an order with the Store (SSL). We do not require registration or setting up of the Accounts in the Store. You may set up the Account in order to place orders faster as well as to subscribe to the newsletter so as to receive news and information about products and offers of the Store.

- The courier company receives only the data necessary to deliver goods (shipping data) and your contact information (phone).
- Personal data Buyers processed in accordance with the laws and regulations.
- All data of the Buyer shall be treated as confidential.

Cookies Policy

1. We use technology that stores and accesses information on a computer or other user end devices connected to the Internet. We use cookies. Cookies are small pieces of text information about the way of using the Store, which are kept in the browser of the person visiting the Store.

2. We want to be close to the needs of our Buyers, therefore we analyse anonymous information on the usage of the Store. To this end we use the Google Analytics code. It is a web analytics tool that helps us improve functionality of the Store. Google Analytics collects anonymous information, records trends on the website without identifying individual Users. Like many other services, Google Analytics uses its own cookies to analyse activities of the Users. These files are used to store information, e.g. the time at which the current visit started and whether the User had already visited the Store, what website referred the User to the Store, screen resolution of the User device, what Products the User was viewing in the Store etc. We also use Sumome to create a map of clicks, a scrolling map (showing the point to which the visitors scroll down), panels for sharing in social media or pop-ups and sidebars with information on discounts/promotions. We also use integration with the Facebook social media channel which allows to display Facebook ads to persons who had already visited our Store.

3. Each person browsing the Store may prevent storage of the cookies on that person's device by modifying web browser settings or permanently delete the saved files. You decide whether to process the cookies by changing settings of your web browser.

4. Please be advised that restricting usage of the cookies may adversely affect the proper and convenient operation of the Store for the Buyers.

5. This document is effective from 21.02.2017.. We reserve the right to make amendments to the Privacy Policy.

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Appendix 2: Model withdrawal form

City, date

Name, Surname

Address

Marie Zélie S.A.

Address for correspondence:
ul. Serdeczna 7/16, 80-176 Gdańsk
e-mail: info@mariezélie.com

**Statement
of withdrawal from a distance contract**

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the
following goods

The date of receipt of goods:

Order number:

.....
Consumer signature

The statement shall be signed personally. You can send an e-mail.