

STORMHOOD TERMS OF SERVICE

§ 1 General provisions

1. The Stormhood website operating at <https://www.stormhood.xyz> (hereinafter referred to as **the Website**) is operated by: Fundacja Rozwoju Przedsiębiorczości "Twój StartUp", with its registered office in Warsaw, at ul. Żurawia 6/12 lok. 766, 00-503 Warsaw, service address: Atlas Tower, Al. Jerozolimskie 123a, 18th floor, 02-017 Warsaw, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the KRS number 0000442857, NIP number: 521-364-12-11, REGON number: 146433467, BDO number: 000460502.
2. The provisions of the Regulations apply to activities performed for the Entrepreneurship Development Foundation "Twój StartUp" by an organized part of the enterprise called Stormhood operating at the Branch of the Entrepreneurship Development Foundation "Twój StartUp", represented by Vadym Kutsenko (e-mail address: info@stormhood.xyz tel.: +48452226353). The person indicated in this paragraph is designated by the Entrepreneurship Development Foundation "Twój StartUp" as a contact person in the implementation of the provisions of the Regulations.
3. The regulations specify in particular:
 - a) rules of use of the Website;
 - b) conditions for placing orders for Products available on the Website;
 - c) time and rules for order fulfillment;
 - d) terms and methods of payment;
 - e) the Customer's right to withdraw from the contract;
 - f) principles of submitting and considering complaints;
 - g) special rights of the Customer who is a consumer.
4. StartUp conducts sales and provides Services via the Website, using means of distance communication. Agreements concluded by the Customer with StartUp via the Website are distance agreements within the meaning of the Act of 30 May 2014 on consumer rights.
5. The Customer is entitled and obliged to use the Website in accordance with its intended purpose and the principles of social coexistence and good customs.
6. Browsing the Website does not require registration, and placing orders for Products by the Customer does not require registering an account.
7. The Regulations are available free of charge on the Website, in a form enabling their acquisition, reproduction and recording.
8. The Client is obliged to read the Regulations. The Service may be used only after reading and accepting the Regulations.
9. The Client may be a person with full legal capacity.
10. The terms used in the Regulations mean:
 - a) StartUp – Entrepreneurship Development Foundation "Twój StartUp" with its registered office in Warsaw, ul. Żurawia 6/12 lok. 766, 00-503 Warsaw, correspondence address: Atlas Tower, Aleje Jerozolimskie 123A, 18th floor, 02-017 Warsaw, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the number: 0000442857, for which the Tax Identification Number (NIP) was assigned: 521-364-12-11, REGON: 146-433-467, BDO: 000460502;

- b) Customer – a person using the Website, purchasing Goods or Services provided by StartUp within the Website;
 - c) Consumer – a natural person concluding a legal transaction with an entrepreneur that is not directly related to his or her business or professional activity;
 - d) Services – services provided by StartUp, offered to Customers via the Website, excluding Digital Services;
 - e) Digital Service – digital service within the meaning of Art. 2 point 5a of the Act of 30 May 2014 on consumer rights, provided by StartUp, offered to Customers via the Website;
 - f) Goods – movable items sold by StartUp to Customers via the Website;
 - g) Products – Goods, Services or Digital Services;
 - h) Service – the website at <https://www.stormhood.xyz> through which StartUp provides services electronically to the Client, as well as offers Products to Clients and enables the conclusion of contracts;
 - i) Agreement – an agreement concluded between StartUp and the Client via the Website;
 - j) Account – the Customer's individual account on the Website, enabling him/her to use the Services and Digital Services and conclude Agreements after logging in;
 - k) working days – all days excluding Saturdays, Sundays and public holidays;
 - l) Regulations – these regulations.
11. In the event of a reasonable suspicion that the Customer has provided false data, StartUp has the right to withdraw from the performance of the Agreement, notifying the Customer thereof.
 12. If the Customer provides incorrect or inaccurate data, including in particular an incorrect or inaccurate address, StartUp shall not be liable for any failure to deliver or delay in delivering the Goods or failure to perform the Service or Digital Service, to the fullest extent permitted by law.
 13. The information contained in the Service, including in particular announcements, advertisements and price lists, does not constitute an offer within the meaning of Article 66 of the Act of 23 April 1964, the Civil Code. The information contained in the Service, on the other hand, constitutes an invitation to conclude an Agreement, as described in Article 71 of the Civil Code.
 14. StartUp is obliged to provide the Customer who is a Consumer, in a clear and visible manner, immediately before the Customer places an order, with information, in particular about:
 - a) the main features of the service, including the subject of the service and the method of communication with the Client,
 - b) the total price or remuneration for the provision, including taxes, and where the nature of the subject of the provision does not allow, reasonably assessed, for their amount to be calculated in advance - the manner in which they will be calculated, as well as transport, delivery, postal services and other costs, and where the amount of these charges cannot be determined - the obligation to pay them;
 - c) the right to withdraw from the contract or the lack of this right,
 - d) the duration of the contract or the method and grounds for terminating the contract - if the contract is concluded for an indefinite period or if it is to be automatically extended;
 - e) the minimum duration of the Customer's obligations under the contract.
 15. In the event that StartUp provides for the possibility of accepting individual orders from Customers (made to order), such orders may be placed by Customers via StartUp's e-

mail address provided on the Website. In such a case, StartUp makes a valuation and sends it to the e-mail address provided by the Customer.

16. The lead time for an individual order (made to order) is 30 days from the conclusion of the Agreement, unless StartUp has informed the Customer, at the latest before placing the order, about a different deadline.
17. The Website serves Customers worldwide , unless the StartUp offer on the Website contains different provisions.

§ 2 Technical requirements necessary to use the Service

1. To browse the Service, you must :
 - a) terminal device with access to the Internet ;
 - b) an Internet browser that allows you to accept cookies; for example, Microsoft Edge, Google Chrome, Mozilla Firefox or Safari in their current version;
 - c) acceptance of necessary cookies;
 - d) installation of the Service's browser extension or the Service's mobile application.
2. To use the functionalities of the Website, in particular to register on the Website or place orders for Products, an active electronic mail (e-mail) account is required .
3. The Service uses cookies to properly perform Services and ensure security. Blocking cookies, as well as using external applications to block them, may result in improper operation of the Service, and also prevent the proper performance of the Service, for which StartUp is not responsible.

§ 3 Sale of Goods - terms and time of order fulfillment

1. StartUp, through the Website, concludes sales agreements for Goods with Customers. Under the sales agreement, StartUp undertakes to transfer ownership of the Goods to the Customer and issue the Goods to him, and the Customer undertakes to collect the Goods and pay the price to StartUp.
2. In order to place an order, the Customer indicates the Goods they are interested in by using the "Add to cart" command on the page of the given Goods or other equivalent wording, and then indicates the data, method of delivery and payment.
3. The basket offers the Customer the possibility of:
 - a) adding and removing Goods and their quantities;
 - b) indicating the address to which the Goods are to be delivered and providing the data necessary to issue an invoice;
 - c) choice of delivery method;
 - d) choice of payment method;
 - e) adding a discount code (if applicable).
4. The customer places an order by confirming the order by selecting the button marked with the words "order with obligation to pay" or another equivalent wording.

5. Placing and confirming an order entails the obligation of the Customer to pay the price of the Goods and delivery costs. Confirmation of the order by StartUp is the moment of conclusion of the sales agreement between StartUp and the Customer.
6. The shipment of the purchased Goods is carried out within 30 working days from the moment of confirmation of payment on the StartUp bank account, unless the Regulations contain different provisions or StartUp informed the Customer immediately before placing the order about a different deadline.
7. Goods purchased on the Website are sent to the address provided by the Customer.
8. Orders can be placed via the Service 24 (in words: twenty-four) hours a day, 7 (in words: seven) days a week. Orders placed on Saturdays, Sundays or public holidays will be processed on the next business day.
9. In the event that only part of the order can be fulfilled, StartUp may propose to the Customer before confirming the order:
 - a) cancellation of the entire order (if the Customer selects this option, StartUp will be released from the obligation to fulfill the order);
 - b) cancellation of the order in the part that cannot be fulfilled within the specified time (if the Customer selects this option, the order will be fulfilled in part, and StartUp will be released from the obligation to fulfill it in the remaining scope);
 - c) implementation of the substitute service, which will be agreed with the Client. The order for the substitute service, after approval by the Client, will be treated as final;
 - d) splitting the order and setting a new deadline for the part of the order that cannot be completed within the originally set deadline (if the Customer selects this option, the Goods included in the order will be sent in several separate shipments, and the Customer will incur additional costs related to splitting the order into several shipments).
10. In the event that the Goods ordered by the Customer are unavailable or the Customer's order cannot be fulfilled for other reasons, StartUp will inform the Customer by sending information to his/her e-mail address within 7 (seven) days of concluding the Agreement.
11. If payment for the Goods that cannot be delivered in whole or in part has been made in advance, StartUp will refund the Customer the amount paid (or the difference) within 14 (fourteen) days from the date of conclusion of the Agreement, on the terms specified in detail in the Regulations.
12. StartUp may post on the Service, in relation to a given Product, information on the number of business days within which the shipment with the purchased Product will be sent. The information in question is the time counted from the confirmation of the order to the shipment of the ordered Product. The order fulfillment time is given taking into account the time of completing all ordered Products.

§ 4 Liability for non-conformity of the Goods with the Agreement

1. The provisions of this paragraph of the Regulations, in accordance with the provisions of Chapter 5a of the Act of 30 May 2014 on consumer rights, apply to StartUp's liability for non-compliance of the Goods with the Agreement concluded with:
 - a) Consumer, or
 - b) a natural person concluding a contract directly related to his/her business activity, when it results from the content of this contract that it is not of a

professional nature for this person, resulting in particular from the subject of the business activity performed by him/her, made available on the basis of the provisions on the Central Register and Information on Business Activity.

2. StartUp undertakes that the Goods offered are free from physical and legal defects.
3. The Customer has the right to file a complaint in the event of non-conformity of the Goods with the Agreement.
4. The Client shall submit a complaint in writing or in a document form to the StartUp e-mail address.
5. A complaint regarding defective Goods may contain one of the following requests:
 - a) repair of the Goods;
 - b) exchange of Goods.
6. If the goods are inconsistent with the contract, the Customer may submit a declaration of price reduction or withdrawal from the contract when:
 - a) StartUp refused to bring the goods into conformity with the contract in accordance with Article 43d section 2 of the Act of 30 May 2014 on consumer rights;
 - b) StartUp failed to bring the goods into conformity with the contract in accordance with Article 43d paragraphs 4-6 of the Act of 30 May 2014 on consumer rights;
 - c) the lack of conformity of the goods with the contract persists even though StartUp has tried to bring the goods into conformity with the contract;
 - d) the lack of conformity of the goods with the contract is so significant that it justifies a price reduction or withdrawal from the contract without prior use of the protection measures specified in Article 43d of the Act of 30 May 2014 on consumer rights;
 - e) it is clear from StartUp's statement or the circumstances that it will not bring the goods into conformity with the contract within a reasonable time or without excessive inconvenience to the consumer.
7. Complaints regarding defects in the Goods will be considered within 14 (in words: fourteen) days of their receipt.
8. In the event that StartUp does not respond to the complaint within the deadline, it is assumed that the complaint has been accepted.
9. StartUp informs the Customer about the result of the complaint on paper or another durable medium.
10. If a complaint regarding the Goods is accepted, StartUp will - depending on the Customer's request - repair the Goods, replace the Goods, reduce the price or refund the entire amount paid by the Customer in connection with his withdrawal from the Agreement.
11. StartUp refunds the Customer the amount due using the same payment method that the Customer used, unless the Customer has expressly agreed to another method of refund that does not involve any costs for him. StartUp issues the Customer with an appropriate correction of the proof of purchase (VAT correction invoice or correction specification).
12. StartUp's liability is limited to the value of the Goods covered by the Agreement. StartUp's liability for damage caused by failure to perform or improper performance of the Digital Service or failure to deliver digital content does not include lost profits.
13. To the extent not regulated in the Regulations, the relevant provisions of generally applicable law, in particular the Consumer Rights Act and the Civil Code, shall apply to

determine the rights and obligations of the Customer and StartUp in the event of a defect in the goods / non-performance / improper performance of the Agreement by StartUp.

14. StartUp's liability for defects in Goods, Services and Digital Services is excluded in the case of contracts concluded for a Customer who is not:
 - a) Consumer;
 - b) a natural person concluding an agreement with StartUp directly related to his/her business activity, when the content of this agreement indicates that it is not of a professional nature for this person, resulting in particular from the subject of the business activity performed by him/her, made available under the provisions on the Central Register and Information on Business Activity.
15. The Goods offered by StartUp may be covered by a manufacturer's warranty. The warranty is used on the terms specified in the warranty statement. StartUp does not provide its own warranty for the Goods offered.

§ 5 Provision of Services

1. StartUp provides Customers with Services, the type, scope and detailed description of which are indicated on the Service. The Services consist in particular in providing users with access to the Service's programming tools available online.
2. The Services are provided in the manner indicated on the Website, in particular on the page concerning a given Service.
3. StartUp places information on the Website on how the Customer can place an order for Services. In order to place an order, the Customer indicates the Services they are interested in and then enters the data necessary to conclude the Agreement and provide the Service, including specifying the method of providing the Service (if applicable) and the payment method.
4. If a button or similar function is used to place an order on the Website, it is marked in an easily legible manner with the words "order with obligation to pay" or another equivalent unambiguous wording.
5. Placing and confirming an order entails the obligation of the Client to pay the fee for the Services and any additional costs. Confirmation of the order by StartUp is the moment of conclusion of the agreement for the provision of services between StartUp and the Client.
6. The Client is informed about the start and end date of the provision of Services before concluding the Agreement, in particular via the Website.
7. If, at the express request of the Client, the performance of the Service is to begin before the expiry of the deadline for withdrawal from the contract concluded outside the business premises, StartUp requires the Client to submit a declaration:
 - a) containing such an express request on a durable medium;
 - b) that he/she has acknowledged the information about the loss of the right to withdraw from the contract upon its full performance by StartUp.
8. If the Customer does not express consent to commence the provision of the Service before the deadline for withdrawal from the Agreement expires, the service shall be provided after the deadline for withdrawal from the Agreement expires, unless StartUp does not offer Customers the possibility of concluding Agreements on the Website without expressing such consent.
9. The Customer may terminate the Agreement for the provision of Services at any time, effective at the end of the current billing period, by canceling the subscription via the Service interface.

10. StartUp may terminate the Agreement for the provision of Services, in writing or in a document, with a 1-month notice period effective at the end of the calendar month, for important reasons. The parties consider the following to be important reasons:
- a) cessation or decision by StartUp to discontinue the operation of the organized part of the StartUp enterprise indicated in § 1;
 - b) a significant change or decision by StartUp to significantly change the scope of activities of the organized part of the StartUp enterprise indicated in § 1;
 - c) a major reorganization at StartUp ;
 - d) the occurrence of failures or difficulties (especially technical ones), through no fault of StartUp , which prevent or significantly hinder the provision of Services to the Client;
 - e) delay in the payment of the remuneration to StartUp by the Client ;
 - f) material breach of the Agreement or Regulations by the Client.

§ 6 Liability for non-compliance of the Service with the Agreement

1. A complaint regarding Services provided contrary to the Agreement should contain a request depending on the nature of the Service.
2. A complaint regarding the non-compliance of the Service with the Agreement will be considered within 14 (in words: fourteen) days of its receipt.
3. In the event that StartUp does not respond to the complaint within the deadline, it is assumed that the complaint has been accepted.
4. StartUp informs the Customer about the result of the complaint on paper or another durable medium.
5. If a complaint regarding the Service is accepted, StartUp will perform the Service correctly, refund all or part of the remuneration received to the Customer or provide other benefits to the Customer, depending on the type of Service and the circumstances of the case.
6. StartUp's liability is limited to the value of the unperformed or improperly performed Service. StartUp's liability for damage caused by the failure to perform or improperly perform the Service does not include lost profits.
7. StartUp's liability for defects in the Services, as well as non-performance/improper performance of the contract concluded with the Client, is excluded in the case of contracts concluded for the benefit of a Client who is not:
 - a) Consumer;
 - b) a natural person concluding an agreement with StartUp directly related to his/her business activity, when the content of this agreement indicates that it is not of a professional nature for this person, resulting in particular from the subject of the business activity performed by him/her, made available under the provisions on the Central Register and Information on Business Activity.

§ 7 Agreements on the provision of digital content or digital services.

1. The provisions of this paragraph and the following paragraph of the Regulations, in accordance with the provisions of Chapter 5b of the Act of 30 May 2014 on consumer

rights, apply to Agreements for the supply of digital content or Digital Services concluded with:

- a) Consumer, or
 - b) a natural person concluding a contract directly related to his/her business activity, when it results from the content of this contract that it is not of a professional nature for this person, resulting in particular from the subject of the business activity performed by him/her, made available on the basis of the provisions on the Central Register and Information on Business Activity.
2. StartUp places information on the Website on how the Customer places orders for Digital Services. In order to place an order, the Customer in particular indicates the Digital Services they are interested in, and then enters the data necessary to conclude the Agreement and implement the Digital Service, including specifying the method of implementing the Service (if applicable) and the payment method.
 3. If a button or similar function is used to place an order on the Website, it is marked in an easily legible manner with the words "order with obligation to pay" or another equivalent unambiguous wording.
 4. Placing and confirming an order entails the obligation of the Client to pay the fee for the Digital Services and any additional costs. Confirmation of the order by StartUp is the moment of conclusion of the agreement for the provision of Digital Services with the Client.
 5. StartUp delivers digital content or a digital service to the Customer immediately after the conclusion of the Agreement, unless the parties have agreed otherwise, in particular a different deadline has been indicated in the Service on the page of a given Digital Service. The provision does not apply if the agreement provides for the delivery of digital content via a tangible medium. If the Customer does not express consent to the performance of the service before the deadline for withdrawal from the Agreement, the service is delivered after that deadline.
 6. StartUp informs that the expression of consent referred to in the previous paragraph results in the loss of the Customer's right to withdraw from the contract.
 7. StartUp may, for important reasons, make a change to the digital content or digital service that is not necessary to maintain its compliance with the Agreement. Important reasons are in particular the important interest of the Customer or StartUp . StartUp informs the Customer in a clear and understandable manner about the change made. If the change significantly and negatively affects the Customer's access to the digital content or digital service or its use, StartUp is obliged to inform the Customer in advance on a durable medium about the properties and the date of this change and the right to terminate the agreement without notice. The Customer may terminate the agreement without notice within 30 days of the date of the change.
 8. The Customer may terminate the Agreement for the supply of digital content or Digital Services and cancel the renewal of the Services via the user panel available on the Website with effect at the end of the calendar month.
 9. StartUp may terminate the Agreement for the provision of digital content or Digital Services in writing or in a document, with a 1-month notice period effective at the end of the calendar month, for important reasons. The parties consider the following to be important reasons:
 - a) cessation or decision by StartUp to discontinue the operation of the organized part of the StartUp enterprise indicated in § 1;

- b) a significant change or decision by StartUp to significantly change the scope of activities of the organized part of the StartUp enterprise indicated in § 1;
 - c) a major reorganization at StartUp ;
 - d) the occurrence of a failure or significant difficulties (especially technical) in the functioning of the Website that are not the fault of StartUp ;
 - e) delay in the payment of the remuneration to StartUp by the Client ;
 - f) material breach of the Agreement or Regulations by the Client.
10. To the extent not regulated in this section, the provisions of Chapter 5b of the Consumer Rights Act shall apply.

§ 8 Liability for non-compliance of digital content or digital service with the Agreement.

1. If StartUp has not delivered the digital content or digital service, the Customer shall call upon it to deliver it. If StartUp fails to deliver the digital content or digital service immediately or within an additional period expressly agreed by the parties, the Customer may withdraw from the contract. The provision does not apply if the contract provides for the delivery of digital content via a tangible medium.
2. StartUp is liable for the lack of conformity with the contract of digital content or digital services provided:
 - a) once or in parts, which existed at the time of their delivery and became apparent within two years from that time;
 - b) in a continuous manner, which occurred or became apparent at the time when they were to be delivered according to the contract.
3. If the digital content or digital service is inconsistent with the contract, the Customer may request that it be brought into conformity with the contract.
4. StartUp may refuse to bring the digital content or digital service into conformity with the contract if bringing the digital content or digital service into conformity with the contract is impossible or would require excessive costs for StartUp .
5. If the digital content or digital service is inconsistent with the contract, the Customer may submit a declaration of price reduction or withdrawal from the contract when:
 - a) bringing the digital content or digital service into conformity with the contract is impossible or requires excessive costs pursuant to Article 43m paragraphs 2 and 3 of the Consumer Rights Act;
 - b) StartUp has failed to bring the digital content or digital service into conformity with the contract in accordance with Article 43m paragraph 4 of the Consumer Rights Act;
 - c) the lack of conformity of the digital content or digital service with the contract persists despite StartUp having attempted to bring the digital content or digital service into conformity with the contract;
 - d) the lack of conformity of the digital content or digital service with the contract is so significant that it justifies a price reduction or withdrawal from the contract

without prior recourse to the protective measure specified in Article 43m of the Consumer Rights Act;

- e) StartUp's statement or the circumstances that it will not bring the digital content or digital service into conformity with the contract within a reasonable time or without excessive inconvenience to the Customer.
6. The reduced price must be in proportion to the price resulting from the contract in which the value of the digital content or digital service that is not in conformity with the contract is in proportion to the value of the digital content or digital service that is in conformity with the contract. If the contract provides that the digital content or digital service is to be supplied in parts or continuously, the price reduction must take into account the period during which the digital content or digital service was in conformity with the contract.
 7. The customer may not withdraw from the contract if the digital content or digital service is supplied in exchange for payment of a price and the lack of conformity of the digital content or digital service with the contract is immaterial.
 8. In the event of the Customer withdrawing from the contract, StartUp may request the return of the material medium on which it delivered the digital content within 14 days of receiving the Customer's declaration of withdrawal from the contract. The Customer shall return the medium immediately.
 9. In the event of the Customer withdrawing from the contract, StartUp is obliged to refund the price only in the part corresponding to the digital content or digital service that is inconsistent with the contract and the digital content or digital service, the obligation to deliver of which was eliminated as a result of the withdrawal from the contract.
 10. StartUp will refund the price using the same method of payment that the Customer used, unless the Customer has expressly agreed to another method of refund that does not involve any costs for him.
 11. StartUp's liability is limited to the value of the digital content or Digital Service that was to be delivered. StartUp's liability for damage caused by failure to perform or improper performance of the Digital Service or failure to deliver the digital content does not include lost profits.
 12. A complaint regarding the non-compliance of the Digital Service with the Agreement will be considered within 14 (in words: fourteen) days of its receipt.
 13. In the event that StartUp does not respond to the complaint within the deadline, it is assumed that the complaint has been accepted.
 14. StartUp informs the Customer about the result of the complaint on paper or another durable medium.
 15. StartUp's liability for the lack of compliance of the digital content or Digital Service with the contract, as well as non-performance/improper performance of the Contract concluded with the Customer, is excluded in the case of contracts concluded with a Customer who is not:
 - a) Consumer;
 - b) a natural person concluding an agreement with StartUp directly related to his/her business activity, when the content of this agreement indicates that it is not of a professional nature for this person, resulting in particular from the subject of the business activity performed by him/her, made available under the provisions on the Central Register and Information on Business Activity.

§ 9 Product prices and delivery costs

1. Prices posted for Products offered on the Website are gross prices, which means they include value added tax (VAT). Prices are given in Polish currency (złoty – PLN).
2. The price given for a given Product does not include shipping costs.
3. Shipping costs are borne by the Customer, unless the content of the StartUp offer on the Website states otherwise.
4. The total amount that the Customer must pay in connection with the purchase of the selected Product consists of the price of the Product and the cost of delivery.
5. Unless StartUp has specified a different method of performance on the Website on the page of a given Product or when the Customer places an order, the methods of delivery of the Products are as follows:
 - a) in the case of Goods – shipping to the address provided by the Customer or by personal collection at StartUp premises;
 - b) in the case of Digital Services – to the e-mail address provided by the Customer;
 - c) in the case of other Services – in the manner specified in the Website on the page of a given Service or when the Customer places an order, resulting in particular from the type of Service.
6. On the StartUp Website, it clearly and legibly indicates, no later than at the beginning of the Customer's order, the limitations regarding the delivery of the Product.

§ 10 Payment methods

1. On the StartUp Website, it clearly and legibly indicates, no later than at the beginning of the Customer's order placement, information about the accepted payment methods.
2. If StartUp has not specified a different payment method in the Service - on the page of a given Product or when the Customer places an order, the Customer shall pay in one of the following ways:
 - a) by transfer using one of the electronic payment systems accepted by StartUp, allowing you to make quick payments for your order;
 - b) by regular bank transfer to the account indicated by StartUp.
3. In order to use one of the electronic payment systems, the Customer must accept the regulations and terms of use of the given electronic payment system. The list of electronic payment systems available on the Service is available during the finalization of the order.
4. In the event of withdrawal from the contract, the funds will be refunded in the same manner in which the payment was made by the Customer, unless the Customer has expressly agreed to another method of refund that does not involve any costs for him.
5. StartUp does not allow Customers to make cash payments.

§ 11 Right to withdraw from the contract

1. The provisions of this paragraph shall apply to a Client who is a Consumer or to a natural person concluding an agreement with StartUp directly related to his or her business activity, when the content of such agreement indicates that it is not of a professional nature for that person, resulting in particular from the subject of the business

activity performed by him or her, made available under the provisions on the Central Register and Information on Business Activity.

2. The Client indicated in paragraph 1 has the right to withdraw from the Agreement without giving a reason and incurring costs, unless the provisions of generally applicable law or the provisions of these Regulations provide otherwise. The Agreement from which the Client indicated in paragraph 1 has withdrawn is considered not to have been concluded.
3. To withdraw from the contract, it is sufficient to submit a declaration of withdrawal from the contract and send it to StartUp within 14 (in words: fourteen) days.
4. The deadline for withdrawal from the contract begins:
 - a) for an Agreement under which StartUp issues the Goods and is obliged to transfer their ownership - from the moment the Customer or a third party indicated by him other than the carrier takes possession of the Goods, and in the case of an Agreement which:
 - covers multiple Goods that are delivered separately, in batches or in parts - from the taking possession of the last Good, batch or part thereof,
 - consists in the regular delivery of Goods for a specified period of time - from the moment of taking possession of the first of the Goods;
 - b) for other Agreements - from the date of conclusion of the Agreement.
5. To meet the deadline for withdrawal from the contract, it is sufficient to:
 - a) sending a written statement to the StartUp address indicated in the Regulations or the Website, or
 - b) sending the declaration in document form to the StartUp e-mail address indicated in the Regulations or the Website.
6. StartUp shall immediately send the Customer, on a durable medium, confirmation of receipt of the declaration of withdrawal from the contract submitted electronically.
7. In the event of withdrawal from the contract, the Customer is obliged to return the purchased Product immediately, no later than within 14 (in words: fourteen) days from the withdrawal from the contract, unless StartUp has offered to collect the Product itself. To meet the deadline, it is sufficient to return the Product before its expiry. The Customer shall bear the costs of returning the Product.
8. In the event of the Customer withdrawing from the agreement, StartUp is obliged to return to the Customer the amount paid for the Product and the costs of shipping to the Customer, within no more than 14 (in words: fourteen) days from the date of receipt of the declaration of intent to withdraw from the agreement. However, if the Customer has chosen a method of delivering the Product other than the cheapest method offered on the Website for a given order, StartUp is not obliged to return to the Customer the additional costs incurred by him.
9. StartUp will refund the payment using the same method used by the Customer, unless the Customer agrees with StartUp on another method of refund that does not involve any costs for the Customer.
10. StartUp may withhold the refund of payments received from the Customer until it receives the Product back or until the Customer provides proof of sending it back, depending on which event occurs first.
11. If the Customer has sent a declaration of withdrawal from the contract before receiving order confirmation from StartUp, the order is cancelled.
12. The Customer is liable for any reduction in the value of the Goods resulting from their use in a way that goes beyond what is necessary to establish the nature, characteristics and properties of the Goods.

13. The right to withdraw from the contract does not apply to the Customer in the cases specified in the Act of 30 May 2014 on consumer rights, in particular in relation to contracts:

- a) for the provision of services for which the consumer is obliged to pay a price, if the entrepreneur has fully performed the service with the express and prior consent of the consumer, who was informed before the commencement of the performance that after the entrepreneur has performed the service he will lose the right to withdraw from the contract, and has acknowledged this;
- b) in which the price or remuneration depends on fluctuations in the financial market over which the entrepreneur has no control and which may occur before the deadline for withdrawal from the contract expires;
- c) where the subject of the provision is a non-prefabricated product, manufactured according to the consumer's specifications or intended to meet his individual needs;
- d) where the subject of the service is goods that spoil quickly or have a short shelf life;
- e) where the subject of the service is goods delivered in a sealed package which cannot be returned after opening the package due to health protection or hygiene reasons, if the package was opened after delivery;
- f) where the subject of the provision are goods which after delivery, due to their nature, are inseparably connected with other things;
- g) where the subject of the service are alcoholic beverages, the price of which was agreed upon at the conclusion of the sales contract and which can only be delivered after 30 days and whose value depends on market fluctuations over which the entrepreneur has no control;
- h) where the consumer has expressly requested the trader to come to him for urgent repair or maintenance; if the trader provides additional services other than those requested by the consumer, or supplies goods other than spare parts necessary for repair or maintenance, the consumer has the right to withdraw from the contract in respect of such additional services or goods;
- i) where the subject of the provision are audio or visual recordings or computer programs supplied in a sealed package, if the package has been opened after delivery;
- j) for the delivery of newspapers, periodicals or magazines, with the exception of subscription agreements;
- k) concluded through public auction;
- l) for the provision of accommodation services other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sporting or cultural events, if the contract specifies the day or period of provision of the service;
- m) for the supply of digital content not supplied on a tangible medium, for which the consumer is obliged to pay a price, if the entrepreneur commenced the provision with the express and prior consent of the consumer, who was informed before the commencement of the provision that after the entrepreneur had fulfilled the provision, the consumer would lose the right to withdraw from the contract, and

the consumer acknowledged this, and the entrepreneur provided the consumer with the confirmation referred to in Article 15 paragraphs 1 and 2 or Article 21 paragraph 1 of the Consumer Rights Act.

- n) a statement of services for which the consumer is obliged to pay a price, where the consumer has expressly requested the trader to come to him for repairs and the service has already been fully performed with the consumer's express and prior consent.
14. StartUp will also correct the proof of purchase previously provided to the Customer (VAT correction invoice or correction specification).

§ 12 Refund of the amount paid by the Customer

StartUp will refund the funds within 14 (in words: fourteen) calendar days using the same payment methods that were used by the Customer to make the payment, unless the Customer has expressly agreed to another method of refund that does not involve any costs for him, in the case of:

- a) withdrawal from the contract in whole or in part (in such a case, the appropriate part of the price is refunded) in the case of an order paid in advance before its fulfillment;
- b) recognition of the complaint and impossibility of repairing the damaged Product or replacing it with a new one or providing the Service/Digital Service in accordance with the agreement;
- c) recognition of the right to demand a reduction in the price of the Product.

§ 13 Newsletter

1. The Client may consent to receive commercial information, including commercial information electronically, by selecting the appropriate option in the registration form or via the Service. In the event of such consent, the Client will receive the StartUp information bulletin (Newsletter) to the e-mail address provided by him/her.
2. The Customer may cancel the Newsletter subscription at any time by submitting a cancellation notification to StartUp.

§ 14 StartUp Contact Details

The client from StartUp can contact:

- 1) by phone: +48452226353;
- 2) via e-mail, to the e-mail address: info@stormhood.xyz

§ 15 Final provisions

1. StartUp informs that the use of services provided electronically is associated with threats resulting from the publicly available nature of the Internet, including in particular the possibility of obtaining or modifying the transmitted Customer data by unauthorized third parties. In order to minimize the above risk, the Customer should

- apply appropriate security measures, including in particular using antivirus programs, having up-to-date versions of Internet browsers and operating systems, and not using open access points.
2. To the fullest extent permitted by law, StartUp shall not be liable for the blocking by mail server administrators of messages sent to the e-mail address provided by the Customer or for the deletion and blocking of e-mail messages by software installed on the computer used by the Customer.
 3. StartUp is not responsible for the devices and infrastructure used by the Client, including the malfunction of public telecommunications networks, causing e.g. lack of or disruptions in access to the Service's website.
 4. StartUp informs that the display of the visualization of Products in the Customer's IT system, when using the Service, depends on a number of factors, including the type of display matrix, proportions, resolution, method of its illumination, applied technologies and efficiency of the control electronics and settings. Discrepancies between the visualization available in the Customer's IT system and the actual appearance of the Product cannot be the basis for a complaint.
 5. StartUp informs that all trademarks (logos, logotypes, brand names, etc.), graphic materials or photos posted on the Website are subject to legal protection and are used by StartUp solely for informational purposes.
 6. StartUp, to the fullest extent permitted by law, shall not be liable for any disruptions, including interruptions, in the functioning of the Service caused by force majeure, unauthorized actions of third parties or incompatibility of the Service with the Customer's technical infrastructure.
 7. StartUp reserves the right to temporarily suspend the operation of the Website, in particular for the purpose of carrying out maintenance, development or modernization work.
 8. All names of Products offered on the Website are used for identification purposes and may be protected or reserved under the provisions of the Industrial Property Law.
 9. StartUp points out that the Service contains content protected by intellectual property rights, in particular works protected by copyright (content posted on the Service, graphic layout, graphics, photos, etc.). Customers and persons visiting the Service undertake to respect intellectual property rights (including copyrights and industrial property rights such as rights resulting from the registration of trademarks) belonging to StartUp and third parties. The Customer or person visiting the Service is solely responsible for failure to comply with the provisions of this point.
 10. The Customer may not post content on the Website that is illegal, inconsistent with applicable law, immoral or infringing the rights of third parties, and may not publish links to pornographic, obscene or insulting materials.
 11. The Customer is obliged to refrain from any activity that could affect the proper functioning of the Website, including in particular any interference with the operation of the Website or its technical elements.
 12. StartUp undertakes to inform registered Clients of the Service about any change to the Regulations by sending an electronic message to the e-mail address provided during registration, and the Client, after receiving such information, will be able to delete the Account at any time. The change to the Regulations does not affect Agreements concluded before the date of entry into force of the changes.
 13. In matters not regulated in the Regulations, the provisions of Polish law in force shall apply, including in particular the provisions of:
 - 1) Act of 23 April 1964 – Civil Code;
 - 2) Act of 30 May 2014 on consumer rights;

- 3) Act of 18 July 2002 on the provision of services by electronic means.
14. Disputes related to Agreements concluded on the basis of the Regulations will be resolved by the court with local jurisdiction for StartUp. This provision does not apply to Agreements concluded with the Consumer.
15. The application of a specific method of out-of-court dispute resolution is possible only with the mutual consent of the Client and StartUp. Detailed out-of-court dispute resolution procedures are available on the website of the Office of Competition and Consumer Protection: www.uokik.gov.pl, on the websites of the Voivodeship Inspectorates of Trade Inspection, as well as from district (municipal) consumer ombudsmen.
16. The regulations are effective from: 25/05.2025.

Notice on out-of-court dispute resolution

In accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR), the Foundation for the Development of Entrepreneurship "Twój Startup" with its registered office in Warsaw hereby provides an electronic link to the online ODR platform: <https://webgate.ec.europa.eu/odr>. The ODR platform enables out-of-court resolution of disputes between entrepreneurs and consumers. Resolving disputes using this method is voluntary.

WITHDRAWAL FORM SAMPLE

(this form should be completed and returned only if you wish to withdraw from the contract)

.....
(Name and surname of the person submitting the letter)

.....
.....
(address of the person submitting the letter)

**Entrepreneurship Development Foundation
"Your StartUp"**

Atlas Tower, Al. Jerozolimskie 123a, 18th floor,
02-017 Warsaw
Address for deliveries:
ul.Cukrowa 22A/11
52-316 Wroclaw

WITHDRAWAL FROM THE CONTRACT

I, the undersigned, hereby withdraw from the following agreement:

1. Date of conclusion of the contract.....
2. Contract/order number
3. Subject of the contract.....

.....
Customer Signature

Date:

COMPLAINT FORM

(this form should be completed and returned only if you wish to make a complaint)

.....
(Name and surname of the person submitting the letter)

.....
(address of the person submitting the letter)

**Entrepreneurship Development Foundation
"Your StartUp"**

Atlas Tower, Al. Jerozolimskie 123a, 18th floor,
02-017 Warsaw

Address for deliveries:

ul.Cukrowa 22A / 11

52-316 Wroclaw

COMPLAINT

I, the undersigned, hereby submit a complaint regarding the contract/order
of No., the subject of which
was.....

Reason for filing a complaint:.....
.....
.....
.....
.....
.....

(describe the reason for the complaint)

In view of the above, I request that
.....
.....

.....
Customer Signature

Date: