

TERMS OF SERVICE

Article 1: General provisions

Article 2: Technical requirements; Disclaimer of Warranties

Article 3: Restrictions on use and access

Article 4: Monitoring and Enforcement; Termination

Article 5: Purchasing Products

Article 6: Order fulfilment

Article 7: Returns

Article 8: Intellectual Property

Article 9: Personal data

Article 10: Limitations on Liability; Indemnification; Dispute Resolution

Article 11: Additional provisions

§ 1. GENERAL PROVISIONS

The following terms of service ("Terms of Service") are entered into between you ("you" or the "Customer") and KEI Holdings sp. z o.o., 49 Mokotowska Street, 00-542, Warsaw, Poland ("Company", "we," or "us"). By accessing and using the La Dame Vintage Fashion online store, operating at the internet address www.ladame-vintagefashion.com (or any of our related services, apps, or related software) (the "Website") and/or placing or returning an order, whether as a guest or registered user, you agree to be bound by these Terms of Service effective as of your first use. You agree to be bound by and abide by these Terms of Service and our Privacy Policy found at https://cdn.shopify.com/s/files/1/0559/4595/3438/files/privacy_policy_pl.pdf?v=1623784794, which is incorporated herein by reference. If you do not wish to be bound by these Terms of Service or the Privacy Policy, you may not use the Website.

By accessing and using the Website, you represent and warrant that you are at least eighteen years old, a natural person, acting on your own behalf (or if acting on the behalf of an organization or entity, a person with the legal authority and capacity to act on behalf of such organization or entity), and that you reside in one of the following European countries: Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kazakhstan, Latvia, Liechtenstein, Lithuania, Luxembourg, North Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, Vatican City.

To ask questions or comment about these terms of service, contact us at the mailing address listed above or at the following email:

E-mail: info@ladame-vintagefashion.com

§ 2. TECHNICAL REQUIREMENTS; DISCLAIMER OF WARRANTIES

1. In order you to use the services available on the Website, it is necessary to:

- be connected to the Internet;
- use a device that allows you to connect to our Website;
- use a browser that: allows displaying hypertext documents on the screen of the device; is connected to the Internet by a web service; supports the JavaScript programming language; and accepts required cookies for basic use and other cookies for more personalize use; and
- have an active e-mail account.

2. The use of viruses, bots, worms or other computer codes, files or programs (in particular those automating the processes of scripts and applications or other codes, files or tools) is prohibited when using the Website.

3. Your use of the Website is at your own risk and you agree that you will ensure that all persons who access the Website through your internet connections are aware of these Terms of Service and comply with them; we maintain security measures but the use of the Internet may cause harmful software or third parties to gain access to your device.. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.

4. We reserve the right to withdraw or amend the Website, and any service or content we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of the Website to users (including guests and registered users).

5. Disclaimer of Warranties:

a. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

b. YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

c. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

d. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

§ 3. RESTRICTIONS ON USE AND ACCESS

In connection with any access and/ or use of the Website you agree as follows:

1. You will comply with applicable law and with these Terms of Service. You may only use the Website for lawful purposes.

2. The Website and its contents are intended only for personal, non-commercial use. You may access or download the Website and its contents only for your personal use.

3. To access some of the resources the Website offers you may be asked to provide certain registration details. It is a condition of your use of the Website that all the information you provide is correct, current and complete. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us in your use or access of the Website.

4. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or exploit in any way any of the Website or its contents.

5. The products offered for sale on our Website are for your personal, non-commercial use. You may not re-sell or distribute any products described or offered on our Website. We reserve the right to limit or cancel an order that in our sole discretion are being made by you on behalf of resellers or distributors or for other commercial purposes. We reserve the right to refuse any order placed, and may limit or cancel orders in certain quantities placed by the same person, or with the same household, address for shipping, credit card or account information.

6. If you provide feedback or comments, you agree that we may from time to time, copy, share, publish, distribute, translate or otherwise use such feedback and comments, and you grant us a perpetual, royalty free license to such feedback and comments. We are under no obligation to maintain any feedback or comments in confidence, nor are we under any obligation to provide you with compensation for any feedback or comments. You are solely responsible for the accuracy of your feedback and comments.

7. You agree not to:

a. Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

b. Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring, scraping or copying any of the material on the Website.

c. Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.

d. Use any device, software or routine that interferes with the proper working of the Website.

e. Introduce any viruses, Trojan horses, worms, logic bombs or other material or code which is malicious or technologically harmful.

f. Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website that you are not authorized to access, including any server, computer or database connected to the Website.

g. Attempt to circumvent any content-filtering techniques we employ.

h. Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

i. Otherwise attempt to interfere with the proper working of the Website.

§ 4. MONITORING AND ENFORCEMENT; TERMINATION

1. We have the right to:

a. Remove or refuse to post any content for any or no reason at our sole discretion.

b. Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Service or the terms of any other commercial agreement you have entered into with the Company.

c. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website or other communication with us.

d. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

e. However, we do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party, including, but not limited to, any third party educational or informational materials posted on or otherwise linked to from the Website. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

§ 5. PURCHASING PRODUCTS

1. General.
 - a. The Website contains information, often including a general description of the products offered for purchase.
 - b. The size table can be found in the "size table" tab on the page of each Product, as well as in a separate section "Size guide" at the bottom of the Website.
 - c. In order to purchase a Product, the Buyer should follow the steps indicated on the Website.
 - d. By making a purchase or otherwise placing an order, or requesting a return, you accept these Terms of Service. Failure to accept the Terms of Service makes it impossible to fulfil the requested transaction.
 - e. Additional terms and conditions may also apply to specific portions, services or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Service.
2. Pricing and Payments.
 - a. The prices displayed on the Website are quoted in EUR.
 - b. All invoiced amounts are exclusive of any and all value added, use, sales, service, property or other taxes, customs duties or contributions. You will be responsible for payment of any such value added, use, sales, service, property or other taxes or contributions that are, or should ultimately be, assessed against or required to be collected by Company in connection with Company's performance hereunder. Shipping and handling, as well as any other surcharges, will be calculated at checkout.
 - c. We may offer promotions and sales from time to time. If an item is subject to a promotion, the price before the discount and after the discount will be displayed. The pricing displayed may not reflect pricing available in other markets, on other websites, or pricing that may have been offered in the past or proposed to be offered in the future.
 - d. Payment is required at the time of checkout. You authorize us, or our third-party payment processor, to charge your debit or credit card or process other means of payment for the payment due. Credit and debit purchases shall be immediately due and owing.
 - e. In the event that Company does not receive payment for your purchases and/or applicable taxes, shipping fees or other costs, or other amounts due, within the time frames required, interest shall accrue at the rate of one and half percent (1.5%) per month (or the maximum rate allowed by law) and Company reserves the right, in addition to any other rights and in its sole discretion, to suspend or terminate your access to the Website and our services. In addition, you shall reimburse the Company for the costs of collection including, without limitation, attorneys' fees and expenses and any costs associated with declined credit or debit cards.
3. Consent to Email Communication. You may receive a confirmation email from us or one of the third-party payment processors to confirm that the payment was received. Additionally, we will send you a confirmation email or emails with information regarding your purchase, shipping and any further instructions.
4. Reliance on Information; Product Descriptions.
 - a. Information on our Website may contain errors or inaccuracies from time to time related to the product's general description, pricing, promotions, sales and availability / in stock status. We reserve the right to correct any errors or inaccuracies at any time and to further change, update or cancel any of your orders if any information regarding the products in that order was inaccurate or contained an error, without prior notice to you (whether before or after you have submitted your order for payment). In the case of circumstances beyond our control (including without limitation war, fire, strike, natural disaster, riot, crime, military action, terrorism, war, epidemic, pandemic or other unpredictable factors) or if a product is no longer in stock or available, we may cancel your order and refund or credit your payment.
 - b. Product descriptions are designed to be accurate and we try to display our products in a way that accurately shows the colors and styles; however we cannot guarantee that the display of any color or style on your computer or other device will be accurate.
 - c. Certain products are available only in limited quantities, sizes, colors and styles. Some products may be listed as final sale, with no refunds, returns or exchanges. All products are subject to the applicable return policy (see Section 7 below).
 - d. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS OR USEFULNESS OF THIS INFORMATION, INCLUDING, BUT NOT LIMITED TO, ANY THIRD PARTY EDUCATIONAL OR INFORMATIONAL MATERIALS POSTED ON OR OTHERWISE LINKED TO FROM THE WEBSITE.

e. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

f. The Website may include content provided by third parties, including materials provided by other users, third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

5. Pre-Orders.

a. From time to time, we may enable a pre-order feature to allow you the option of pre-ordering certain selected products.

b. If you pre-order products, we may send you an e-mail informing you of the shipping details of the placed pre-order.

c. You will be presented with an option where available to have both pre-ordered products and in stock products shipped together or in multiple shipments. Shipping costs will be calculated based on your elections. If you fail to select an option, we reserve the right to organize shipping of pre-ordered and in stock products in the most efficient manner, at our sole discretion.

§ 6. ORDER FULFILMENT

1. We strive to have your orders provided to the shipping company or other delivery method within 3-5 business days from the business day on which payment was received by us. We process orders in our customer service department on normal business days during regular business hours. You may receive an email confirmation from the shipping company or other delivery method once they have your order.

2. We work with shipping companies that can deliver within the aforementioned European countries. Unless otherwise explicitly provided, shipping is not available for addresses outside of these selected European countries through the Website. Our primary shipping company is UPS, and we reserve the right to cancel any order that UPS in good faith determines it cannot deliver to that address.

3. You are responsible for shipping costs, which may apply.

4. We are not responsible for any damage to the product during shipping or once delivered. You should check the product in the presence of the courier. If the package is damaged, you should return the product and choose "damaged item" as the reason for the return on the Return Form (as further described below).

§ 7. RETURNS

1. Generally.

a. If you wish to return your item for any reason for a refund, of your original purchase price you have fourteen (14) days from the date the product arrived (as determined by the shipping company) to submit a Return Form, available at <https://ladame-vintagefashion.com/a/returns>.

b. The Return Form should be submitted through the Website. We will not accept for refund any products for which we have not received the Return Form in advance.

c. Exchanges are not permitted.

d. All refunds will reflect the amount paid by you for the product. We won't return the original cost of delivering the product to you.

e. Any shipping and handling charges related to the returns are your responsibility. We will organize the shipment of your return. However, if your refund is accepted, we will deduct the cost of shipping the returned order from the amount that is being refunded to you.

f. Shipping charges related to the returns are your responsibility unless we have provided a written response to you confirming your claim that a product was damaged or defective, in which case we will reimburse you for the shipping and handling charges. Additional instructions with respect to damaged products are set forth below.

2. Eligible Products:

- a. Products are eligible for return subject to the following conditions and requirements:
 - Products must not bear any traces of usage.
 - Products must be in their original packaging.
 - Tags must be attached to the products.
 - Any documents, leaflets, instructions or parts/accessories (e.g. buttons) included with or attached to the product, must be included as well.
- b. Special orders, tailored products, engraved products, embroidered products, and any other products made to your specifications or personalized are final sale and not eligible for return or refund.
- c. Products marked final sale are not eligible for return or refund.
3. Once we've received your submitted Return Form, we will send you a shipping label and tracking number. We will also inform you when the courier company will come to pick up your package.
4. Additional Instructions for Damaged Products:
 - a. If you believe that a product you purchased is defective, you may return it to us within fourteen days, using the Return Form and following the procedure outlined above. You should indicate "damaged item" as the reason for the return on the Return Form. Where indicated, your return form must include a detailed description of the alleged defects.
 - b. If we determine that the product was damaged or defective, in our sole discretion, then we will refund your purchase price plus the original shipping and handling costs or at our option provide you with a replacement product that is free of the alleged defects or damage.
 - c. Your sole remedy for any defective products is the refund of the purchase price.,
 - d. We reserve the right to refuse any complaints or allegations of defect in the event that you modified the product in any way or used the product in a manner inconsistent with its purpose.
5. Confirmation.
 - a. We will aim to send you a confirmation of receiving your returned product via e-mail within 3-10 business days of our receipt.
 - b. If we accept your complaint of an alleged defect, we will notify you in writing via email.
 - c. We will aim to process your refund within 14 business days of our receipt. Refunds will be processed to the original form of payment.

§ 8. INTELLECTUAL PROPERTY

1. The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by Polish and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
2. These Terms of Service permit you to use the Website for your individual, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website. You must not directly or indirectly: (i) modify copies of any materials from the Website or make any derivative works of the Website; (ii) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website; (iii) copy, sell, redistribute, rent, lease or otherwise access or use for any commercial purposes any part of the Website; (iv) incorporate the Website or any portion of it into another product or service; (v) reverse engineer, decipher, decompile, or disassemble the Website and any code contained therein, or otherwise attempt to derive the source code or underlying ideas or algorithms of Company (except where expressly permitted by law); or (vi) export, re-export, transfer and/or release the software, for any proscribed end-use, or to any proscribed country, entity or person (wherever located), without proper authorization. For purposes of clarity, prohibited commercial uses shall not include satisfying the terms of any commercial agreement entered into between you and the Company.

3. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Service, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark and other laws.

4. Trademarks. The Company name, logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

§ 9. PERSONAL DATA

When you submit personal information and/or personal data through the Website, it is governed by our Privacy Policy. This Agreement incorporates by reference the terms and condition of the Privacy Policy available at the link provided above.

We and the shipping company will provide you email confirmations as described in these Terms of Service in connection with your orders and/or returns.

If you opt to receive additional messages, through email, voice or text, then we may contact you through those means.

From time to time we offer a newsletter, which is delivered over email. You can subscribe or unsubscribe to the newsletter through our Website.

Standard message and data rates may apply.

§ 10. LIMITATIONS ON LIABILITY; INDEMNIFICATION; DISPUTE RESOLUTION

1. Limitation on Liability

a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND OUR MANAGING MEMBERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, LICENSORS, AGENTS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR MULTIPLE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE WEBSITE; OR (B) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON OR THROUGH THE WEBSITE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE WEBSITE EXCEED THE AMOUNTS PAID TO YOU BY COMPANY, IF ANY, IN THE 12 MONTH PERIOD PRECEDING ANY CLAIM, OR TEN DOLLARS (\$10.00) WHICHEVER GREATER.

b. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

2. Indemnification

a. You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to (i) your violation of these Terms of Service including, but not limited to, any representations or warranties made herein; (ii) your use of the Website; (iii) any information you provide to Company, including any claims that such information is false, inaccurate or misleading; (iv) any use of the Website's content, services and products other than as expressly authorized in these Terms of Service; or (v) your use of any information obtained from the Website. We reserve the right to assume the defense of any indemnifiable claim in which case you agree to provide Company with any and all information, assistance and cooperation as may be requested in connection with the defense of such claims.

3. Governing Law and Jurisdiction

a. All matters relating to the Website and these Terms of Service and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Republic of Poland without giving effect to any choice or conflict of law provision or rule.

b. Any legal suit, action or proceeding arising out of, or related to, these Terms of Service or the Website shall be instituted exclusively in the courts of the Republic of Poland. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

4. **Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

§ 11. ADDITIONAL PROVISIONS

1. We reserve the right to make changes in the Terms of Service at any time in our sole discretion and without prior notice, except that we will notify you of any material changes to the Terms of Service, including, but not limited to, changes to the dispute resolution, governing law and jurisdiction provisions set forth herein ("Material Changes"). All changes are effective immediately when we post them. However, Material Changes will not apply to any disputes that arise prior to the date that you have actual notice of such Material Changes.

a. Your continued use of the Website following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. To the extent you have provided us with a valid, working email address we will notify you of Material Changes via email.

b. If you do not agree to any amendment to or update of the Terms of Service, or if you no longer agree to these Terms of Service, then you must discontinue using the Website. Your continued use of the Website will be deemed as consent to the Terms of Service. The obligations of either party incurred prior to the termination date shall survive any termination.

c. In any of the aforementioned paragraphs/sections of the Terms of Service is amended and/or declared invalid as a result of a final court decision, the remaining resolutions shall remain applicable. These Terms of Service, with the Privacy Policy, constitute the entire agreement between us relating to your use of the Website.

2. **Geographic Restrictions.** The owner of the Website is based in Warsaw in the Republic of Poland. We make no claims that the Website or any of its content is accessible or appropriate outside of the aforementioned European countries. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside of the aforementioned European countries, you do so on your own initiative and are responsible for compliance with local laws.