

Terms and Conditions

www.allnutrition.com

I. The owner/ seller

SFD Spółka Akcyjna, with its registered office in Opole, address: ul. Głogowska 41, 45- 315 Opole, NIP: 754- 302- 22- 22, REGON: 160360680, KRS: 0000373427, with share capital of PLN 4,404,491.00 (fully paid- up), whose registration files are maintained by the District Court in Opole, 8th Commercial Division of the National Court Register, represents that it has acquired the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions. E-mail: info@allnutrition.com.

II. Definitions

1. Consumer – means a natural person making a legal transaction with an entrepreneur not directly related to his or her business activity or profession.
2. Customer – Consumer. The Seller stipulates that in justified cases, concluding the Sales Agreement via the Online Shop will be possible only by persons over 18 years of age and having full legal capacity.
3. Customer Account – means an individual panel for each Customer, established by the Seller after the Customer registration and conclusion of the contract for provision of the Customer Account service.
4. Digital content – data produced and delivered in digital form.
5. Digital service – a service that allows the Consumer to: - generate, process, store or access data in digital form; - sharing digital data that has been uploaded or generated by the Consumer or other users of this service; - Other forms of interaction with data.
6. Delivery – means a physical act of providing the Customer by the Seller, through the Supplier, with Products specified in the order.
7. Durability – the ability of the Good to retain its function and characteristics during normal use.
8. Durable medium – means material or device enabling the Customer or the Seller to store information addressed personally to them in a manner allowing for access to such information for future reference for a period of time adequate for the purposes of information and allowing the unchanged reproduction of the information stored.
9. Password – means a sequence of letters, digits, or other characters selected by the Customer during Registration in the Online Shop, used to secure access to the Customer Account in the Online Shop.
10. Product – means a movable item available in the Online Shop that is the subject of the Sale Agreement between the Customer and the Seller being paid by the Price.
11. Registration – means a physical act made in the manner prescribed in the

- Regulations, as required for use by the Customer of all the functionalities of the Online Shop.
12. Sales Agreement – a sales agreement of Products concluded between the Seller and the Customer.
 13. Seller – means SFD SPÓŁKA AKCYJNA with its registered seat in Opole (45- 315), ul. Głogowska 41, NIP (Tax ID. No.): 7543022222, REGON (National Business Registry No.): 160360680, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, VIII Commercial Division of the National Court Register under the KRS number 0000373427, BDO Number – 000041921, with share capital in the amount of 4.404.491 PLN; e- mail: info@allnutrition.com , and at the same time the owner of the Online Shop.
 14. Shop Website – means web pages, under which the Seller runs the Online Shop, operating in the allnutrition.com domain.
 15. Supplier – means a courier company with which the Seller cooperates in the Delivery of Products.
 16. Terms – mean these regulations.
 17. Working days – mean weekdays from Monday to Friday excluding public holidays.

III. General provisions and use of the Online Shop

1. All rights to the Online Shop, including copyrights, intellectual property rights to its name, Internet domain, Shop Website, as well as patterns, forms, logos belong to the Seller, and may be used only as specified in and in accordance with the Regulations.
2. The Seller shall endeavour to provide access to the Online Shop for Internet users via all popular web browsers, operating systems, types of devices and types of Internet connections. Minimum technical requirements for use of the Shop Website include a Web browser not older than the following versions: Internet Explorer 11, Chrome 110, FireFox 109, Opera 95, or Safari 11 or newer versions, with enabled support of Javascript, acceptance of cookies, and an Internet connection with a capacity of at least 256 kbit/s. The Shop Website is optimised for the minimum screen resolution of 1024x768 pixels.
3. The Seller applies a mechanism of cookies, which - when the Customers use the Shop Website - are stored by the Seller's server on the hard disk of a customer's terminal device(s). The use of "cookies" is intended to ensure correct operation of the Shop Website by the Customer's terminal device(s). This mechanism does not destroy the Customer's terminal device(s) and does not change the configuration of the Customer's terminal device(s) or software installed thereon. Each Customer can turn off the cookies in the browser of his/her terminal device(s). The Seller informs, however, that exclusion of cookies may cause inconvenience or prevent the use of the Shop Website.
4. To place an order in the Online Shop via the Shop Website and to take advantage of the Services available at the Shop Website, the Customer must have an active e- mail account.
5. In the case of offering the listed products/services, the Seller informs on the product

cards and on other information pages of the store about the functionality of products with digital elements, digital content or digital services. In addition, the Seller shall inform about the applicable technical measures to protect them, as well as the relevant compatibility and interoperability of the products with digital elements, digital content or digital services.

6. The Seller informs that the public nature of the Internet and the use of services provided electronically may be associated with the risk of obtaining and modifying Customers data by unauthorized persons, therefore Customers should use appropriate technical measures that will minimize the above-mentioned threats, e.g. Antivirus.
7. It is not allowed to use the resources and functions of the Online Store for the purpose of conducting business by the Customer that would violate the interest of the Seller, i.e. advertising activities of another entrepreneur or product; activity consisting in posting content unrelated to the activity of the Seller; activity consisting in posting false or misleading content.

8.

The Customer is obliged to:

- a. provide in the Order and in the registration forms, only true, up-to-date and all necessary data of the Customer and promptly update the data.
- b. use the services made available by the Seller in a way that it does not interfere with the functioning of the Seller, the Online Shop and other Customer.
- c. use the services made available by the Seller in a manner consistent with the applicable laws, and provisions of the Terms and Conditions.

IV. Electronic services in the online shop

1.

The Seller renders the following free electronic services to Customers:

- a. Contact Form;
 - b. Newsletter;
 - c. Customer Account service;
 - d. Opinions;
 - e. Selection of supplementation.
2. The services specified above shall be provided 24 hours a day, 7 days a week.
 3. The Seller reserves the right to choose and change the type, form, time and method of providing access to some of these services and shall inform the Customer thereof in a manner appropriate to amend the Regulations.
 4. The service: Contact Form means sending a message via the form available at the Shop Website to the Seller.
 5. It is possible to unsubscribe from the free service Contact Form at any time by

discontinuing sending enquiries to the Seller.

6. The Newsletter service shall be available to every Customer who enters his/her e- mail address by means of the registration form made available via the Website by the Seller. After sending the completed registration form, the Customer shall promptly receive the Seller's confirmation by e- mail, to the address provided in the registration form. At that time the contract for the provision of electronic Newsletter services is concluded.
7. The Newsletter is a service thanks to which the Seller is sending information by electronic mail, about new products or services offered by the Seller. The Newsletter shall be sent by the Seller to all Customers who have subscribed.
8. Every Newsletter addressed to given Customers shall include, in particular: information about the sender, completed field "subject" specifying the content and information about the possibility and manner of unsubscribing from the free service Newsletter.
9. The Customer may at any time resign from receiving the Newsletter by opting out of the subscription using a link contained in each e- mail sent under the Newsletter service, or by activating a relevant box in the Customer Account.
10. To create a Customer Account, the Customer must make a free Registration. The Registration is not necessary to place an order in the Online Shop.
11. In order to register, the Customer must complete the registration form provided by the Seller at the Shop Website and forward the completed form by e- mail to the Seller by selecting an appropriate function contained in the registration form. During the Registration the Customer shall establish an individual Password. While filling out the registration form the Customer is given the opportunity to read the Terms, accepting the contents thereof by marking a relevant field in the form. After submitting a completed registration form, the Customer shall promptly receive, to the e- mail address provided on the registration form, the Registration confirmation by the Seller. At that time the contract is concluded for the provision of the Customer Account service by electronic means, the Customer shall get access to the Customer Account and the right to make changes to data given during the Registration, with the exception of the Login.
12. The Customer Account service is available after the Registration on terms described in the Regulations and consists of making available to the Customer a dedicated panel within the Shop Website enabling the Customer to modify data provided upon the Registration, as well as to track the status of orders and history of already fulfilled orders.
13. A Customer who has registered may demand from the Seller that his/her Customer Account is deleted. In case of submission of a demand for deletion of a Customer Account to the Seller, a Customer Account shall be deleted within 30 calendar days.
14. The service "Opinions" consists in the Seller enabling the Customers with the Customer Account to publish on the Shop Website individual and subjective opinions of the Customer, in particular relating to the Products.
15. It is possible to unsubscribe from the free service Opinions at any time by discontinuing publishing contents by the Customer on the Shop Website.

16. The Selection of supplementation service allows customers to send an inquiry regarding the individual selection of supplements using a dedicated form available on the Store's website. After sending the completed form to the Seller (by selecting the button: "Select nutrients"), the Customer receives a message on the e-mail address provided in the form, on the subject of the proposed supplements, based on the content posted by him in the form. All content sent to the Customer as a result of using the free service Selection of supplementation is for information purposes only. The Client's actions on the basis of the content referred to in the previous sentence should take place after prior consultation with a doctor.
17. Resignation from the free service the selection of supplementation is possible at any time and consists in ceasing to send inquiries regarding the selection of supplements.
18. The Seller shall be entitled to block access to the Customer account and to free services in the event if the Customer acts to the detriment of the Seller or other Customers, breaches the law or the Regulations, as well as if blocking access to Customer Account and free services is justified on grounds of safety - in particular: overcoming by the Customer securities of the Shop Website or other hacking activities. Blocking access to the Customer Account and free services for the mentioned reasons shall last for a period necessary to resolve issues giving rise to blocking access. The Seller shall notify the Customer of blocking access to the Customer Account and free electronic services by e-mail sent to the address provided by the Customer in the registration form.
19. Both the Customer and the Seller may terminate the contract for the provision of electronic services at any time and without giving reasons, subject to the preservation of rights acquired by the other Party before termination of the above-mentioned agreement and the provisions below.
20. The Customer, who has registered, may terminate the contract for the provision of electronic services by demanding the Seller to remove the Customer Account, using any means of distance communication, allowing the Seller to become acquainted with the Customer's declaration of intent.
21. The Seller may terminate the contract for the provision of electronic services by sending to the Customer an appropriate declaration of intent to the e-mail address provided by the Customer during Registration.

V. Orders

1. Product information presented on the Online Shop website does not constitute an offer within the meaning of the Civil Code; it constitutes an invitation to conclude a sales contract within the meaning of Article 71 of the Civil Code, unless mandatory regulations in the consumer's country of origin provide otherwise, pursuant to Article 6(2) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ. EU. L. of 2008. No. 177, p. 6 as amended)
2. The placement of an order shall constitute an offer within the meaning of the Civil Code, made by the Customer to the Seller, unless the mandatory provisions in the

Consumer's country of origin provide otherwise in accordance with Article 6(2) of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ. EU. L. of 2008. No. 177, p. 6 as amended). Information included in the Shop Website shall not constitute the Seller's offer within the meaning of the Civil Code, and only an invitation for the Customers to submit offers for conclusion of the Contract of Sale.

3. The Customer may place orders in the Online shop via the Shop Website on a 24-hour/7-day-a-week basis.
4. The Customer placing an order via the Shop Website compiles the order by selecting the desired Products. The Products are added to the order by selecting the ADD TO CART button under a given Product presented on the Shop Website. After compiling the whole order and identifying in the "CART" the manner of the Delivery and the form of payment, the Customer shall place the order by sending an order form to the Seller, selecting on the Shop Website the "ORDER AND PAY" button. Each time before sending the order to the Seller, the Customer is informed about the total price for selected Products and the Delivery, as well as about any additional costs the Customer is obliged to incur under the Contract of Sale.
5. Adding some products to the cart is only possible for adults. In order to confirm that the Customer meets this requirement, before adding such a product to the cart, the Customer will be asked if they are over 18 years old, unless they have previously entered their date of birth on their account profile in the store, and this date confirms that they meet the age requirement.
6. After the order is placed, the Seller shall send an order confirmation to the e-mail address provided by the Customer.
7. If the Order is placed via the Order form available on the Online Shop website, the Customer places the Order with the Seller electronically, which constitutes an offer to conclude an Agreement for the Sales of the Products being the subject of the Order. The offer made electronically shall be binding for the Customer if the Seller sends – to the electronic mail address provided by the Customer – a confirmation of acceptance of the Order for processing, in the form of the Seller's declaration of acceptance of the Customer's offer.
8. After conclusion of the Sales Agreement, the Seller confirms to the Customer the terms and conditions thereof by sending them on a durable medium to the Customer's e-mail address or in writing to the address provided by the Customer upon the Registration or while placing the order.
9. Agreements with the Seller are concluded in English.

VI. Payments

1. The prices are provided in EUR. The prices include VAT (Value added Taxes). Prices on the Shop Website presented next to a given Product are gross prices and do not include information regarding the costs of the Delivery and any other costs which the Customer will be obliged to pay under the Contract of Sale, about which the Customer will be informed when selecting the method of the Delivery and upon placing an order.

2.

The Customer may choose the following forms of payment for ordered Products:

- a. payment card or bank transfer via an external payment system PayU, operated by PayU S.A. with its registered office in Poznań (in such a case execution of the order shall be initiated after the Seller sends to the Customer confirmation of acceptance of the order and after receipt of information from the PayU system about successful completion of payment);
 - b. bank transfer executed by external PayPal payment system handled by PayPal (Europe) S.à r.l. & Cie, S.C.A. seated in Luxemburg (in this case execution of the order will be initiated after the Seller sends to the Customer confirmation of acceptance of the order and after receipt of information from the PayPal system about successful completion of payment).
3. The Customer should pay for the order in the amount resulting from the Contract of Sale within 7 Days, if chosen payment in advance.
4. In the event of the Customer's failure to pay the payment by the deadline referred to in Article 3 of the Terms, the Seller sets an additional deadline for the Customer to make the payment and informs the Customer about it on a durable medium. The information about the additional payment deadline also includes information that after the expiry of this deadline, the Seller will withdraw from the Sales Agreement. In the event of ineffective expiry of the second payment deadline, the Seller will send the Customer a declaration of withdrawal from the contract on a durable medium pursuant to art. 491 of the Civil Code.

VII. Delivery

1. The Seller delivers products within the European Union to the following countries: Belgium, Germany, Estonia, Spain, Greece, Lithuania, Latvia, Luxembourg, the Netherlands, Austria, Poland, Sweden.
2. The Seller shall deliver the Products constituting the subject of the Contract without defects.
3. The Seller shall publish on the Shop Website information on the number of Working Days needed to execute the Delivery and fulfil the order.
4. The deadline for the Delivery and execution of the order specified on the Shop Website shall be calculated in the Working Days. The Seller undertakes to deliver the products purchased by the customer to the address provided by the customer on the order form, within the shortest possible time, which is usually between 2 and 14 working days. The exact delivery date is stated on the product page. The maximum delivery time is 30 days, unless otherwise agreed.
5. Ordered Product(s) shall be delivered to the Customer through the Supplier, to the address indicated on the order form.
6. On the day of Products dispatch to the Customer the Seller shall confirm the shipment by e-mail to the Customer.

7. The Customer shall examine the delivered Product(s) in the customary time and manner for shipments of that type in the presence of the Supplier's employee. In the event of discovery of shortage or damage relating to the shipment, the Customer shall be entitled to demand from the Supplier's employee to draw up a relevant report.
8. The Seller shall send to the Customer's e-mail address, in the form of an electronic file in PDF format, the proof of purchase covering the delivered Products. To open the file the Customer should have free software compatible with PDF format. For this purpose the Seller recommends the Adobe Acrobat Reader programme, which may be downloaded free of charge at <https://www.adobe.com>
9. In the event of absence of the Customer at the address specified by the Customer upon placing the order as the address of the Delivery, the Supplier's employee shall leave an advice note or shall attempt to contact the Customer by phone to agree a time when the Customer will be present. If the ordered Product(s) is/are returned to the Online Shop by the Supplier, the Seller shall contact the Customer by e-mail or phone to agree the time and cost of the re-Delivery.

VIII. The right to withdraw from the Contract

1. The consumer who has concluded a distance agreement can withdraw from sales agreement within 30 calendar days without giving a reason and without incurring costs, except for the costs referred to in VIII.13. To keep the deadline, it is sufficient for the consumer to make a statement of the Seller before it expires.
2.

The consumer may withdraw from the purchase contract by submitting a notice of withdrawal to the seller. You may use the attached model withdrawal form for this purpose, although its use is not mandatory. The notice of withdrawal from the contract may be submitted:

 - a. Via the return form – (function for withdrawing from the contract “Withdraw from the contract here”).
 - b. Via email with the order confirmation
 - c. Through your account in the order overview (if you have an account). (in accordance with DIRECTIVE (EU) 2023/2673 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL)
 - d. in the FAQ section on our website Each of these locations contains a direct link to a screen where the customer can select the products intended for return. After selecting the products and confirming the return:
 - a. the customer is shown a confirmation of receipt of the return
 - b. the customer receives an email with all necessary information (return details, including how and where to return the goods).
3. The Seller shall immediately confirm on a durable medium the fact of receipt of the statement of withdrawal from the contract submitted in the manner indicated in

subsections 2.

4.

The course of time for withdrawal from the Sales Agreement shall commence

- a. on the date on which the Product was taken by the Consumer or by a third party designated by him/her other than the carrier and in the case of a Sale Agreement, which:(1)includes a great number of Products that are delivered separately, in batches or in parts, since acquiring possession of the last Product, a batch or part, or (2) is based on regular delivering Products for a fixed period of time – since acquiring possession of the first of the Products;
- b. for other agreements – from the date of conclusion of the contract.

5. In the case of withdrawal from a distance Agreement, such an Agreement shall be deemed not concluded.

6. The Seller is obliged immediately, but not later than within 14 calendar days from the date of receipt of the consumer's statement of withdrawal from the contract, to return to the consumer all payments made by him, including the costs of delivery of the Product. The Seller shall refund the payment with the same method of payment as was used by the Consumer, unless the Consumer agrees to another way of refund, whereas such a refund shall not generate any cost for the Consumer.

7. If the consumer has chosen a method of delivery of the Product other than the cheapest usual delivery method available in the Online Shop, the Seller is not obliged to refund the additional costs incurred by the consumer.

8. The Consumer is obliged to immediately, no later than within 14 calendar days from the date on which he withdrew from the agreement, return the Product to the Seller or hand it over to a person authorized by the Seller to collect it, unless the Seller offered to collect the Product himself. To meet the deadline, it is sufficient to send the Product back before its expiry.

9. The purchased Products should be returned to the following address: The returned Product should be delivered or sent to the address: SFD Spółka Akcyjna, ul. Zielonogórska 4, (45-323) Opole.

10. The Consumer is responsible for reducing the value of the Product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product.

11. The seller may withhold the refund of payments received from the consumer until the Product is received back or the consumer provides proof of its return, whichever occurs first, unless the Seller himself offered to collect the Product from the consumer.

12. The consumer bears the direct costs of returning the Product.

13.

Unless the parties have agreed otherwise, the right of withdrawal does not apply to the following contracts:

- a. Contracts for the supply of products which are liable to deteriorate rapidly or

whose expiry date would be quickly exceeded.

- b. Contracts for the supply of sealed products which are not suitable for return for reasons of health protection or hygiene, if the seal has been broken after delivery,
- c. Contracts for the supply of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive, or which are clearly tailored to the consumer's personal needs.

IX. Complaints

1. In the event of non-compliance of the Product with the sales agreements, the provisions set out in the Consumer Rights Act (Chapter 5A) apply to consumers, unless otherwise provided by mandatory regulations in the country of origin of the Consumer in accordance with Article 6(2) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of June 17, 2008, on the law applicable to contractual obligations (Rome I) (OJ EU L. 2008 No. 177, p. 6, with subsequent amendments).
2. Any complaints related to the Product(s) or performance of the Contract of Sale may be submitted by the Customer in writing to the Seller's address: SFD Spółka Akcyjna ul. Zielonogórska 4 45- 323 Opole, e- mail: info@allnutrition.com . The returned Product should be delivered or sent to the address: SFD Spółka Akcyjna, ul. Zielonogórska 4, (45-323) Opole.
3. The Seller undertakes to process each complaint immediately, no later than within 14 calendar days from the date of its receipt. Otherwise, the Seller shall be deemed to have acknowledged the declaration or request as justified.
4. Sending or returning the Product as part of the complaint may take place to the following address:
5. It is recommended that the Customer provides the following in the complaint description: (1) information and circumstances regarding the subject of the complaint, in particular the type and date of occurrence of the defect; (2) a request regarding the method of restoring the Product to a state of conformity with the Sales Agreement, or statement of price reduction, or withdrawal from the Sales Agreement; and (3) the claimant's contact information.
6. The complaint may be accompanied by evidence (e.g. photos, documents or the Product) related to the subject of the complaint.
7. If the product is not in conformity with the contract, the consumer may request its repair or replacement. The Seller shall carry out repair or replacement within a reasonable time after being informed by the consumer of the lack of conformity and without undue inconvenience to the consumer considering the specificity of the product and the purpose for which the consumer acquired it. The costs of repair or replacement, including the costs of postage, transport, labor and materials, shall be borne by the Seller.
8. The Consumer makes available to the Seller a product subject to repair or

replacement. The Seller collects the products from the consumer at his own expense. The Consumer is not obliged to pay for the normal use of the products which have subsequently been replaced.

9.

If the product is not in conformity with the contract, the consumer may make a statement on price reduction or withdrawal from the contract when:

- a. the seller refused to bring the product into conformity with the contract in accordance with the Consumer Rights Act.
 - b. the seller has not brought the product into conformity with the contract in accordance with the Consumer Rights Act.
 - c. the lack of conformity of the product with the contract persists even though the seller has tried to bring the product into conformity.
 - d. the lack of conformity of the product with the contract is so significant that it justifies a price reduction or withdrawal from the contract without prior use of protection measures specified in the Consumer Rights Act.
 - e. It is clear from the seller's declaration or circumstances that he will not bring the products into conformity within a reasonable time or without undue inconvenience to the consumer.
10. The reduced price must be in proportion to the contract price in which the value of the non- conforming product remains in relation to the value of the product in conformity.
11. The Seller shall return to the consumer the amounts due as a result of exercising the right to reduce the price immediately, no later than within 14 days from the date of receipt of the consumer's statement on the price reduction.
12. In the event of withdrawal from the contract, the Consumer immediately returns the products to the Seller at his expense. The Seller returns the price to the consumer immediately, no later than within 14 days from the date of receipt of the product or proof of its return.
13. The Consumer may not withdraw from the contract if the lack of conformity of the product with the contract is irrelevant. The lack of conformity of a product with the contract shall be presumed to be material.
14. The Seller is liable for non- compliance of the Product with the Sales Agreement if the non- compliance of the Product with the Sales Agreement existed at the time of its delivery and was revealed within two years from the date of delivery of the Product to the Consumer.
15. The Seller complies with the provisions of Chapter 5B of the Consumer Rights Act in the scope of contracts for the supply of digital content or digital service.

X. Guarantee

1. The Products sold by the Seller may be covered by a guarantee granted by the

producer or distributor of the Products.

2. In the case of the Products covered by a guarantee, information regarding the existence and content of the guarantee shall be always presented on the Shop Website.

XI. Out-of-court complaint handling and redress procedures

1. The Seller would like to inform you that out- of- court complaint handling and redress procedures can be used. They can be used on a voluntary basis and only if both parties to the dispute agree to it.
2. Detailed information on consumer dispute resolution, including the possibility for the Consumer to use out- of- court complaint handling, redress, and the rules of access to these procedures is available at the offices and on the websites of county (municipal) consumer advocates, Voivodship Inspectorates of Trade Inspection in Poland.
3. If you have a consumer problem, you may find useful advice on the Your Europe website <https://europa.eu/youreurope/citizens/consumers/>.

XII. Content & Opinions

1. In terms of posting content and making it available, the Customer voluntarily distributes the content. The posted content does not express the views of the Seller and should not be identified with its activities. The Seller is not a content provider, but only an entity that provides appropriate IT resources for this purpose.
2. It is forbidden for the Customer to provide illegal content. The Seller's point of contact for direct communication for the purposes of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market for Digital Services and amending Directive 2000/31/EC (Digital Services Act) is: e-mail: info@allnutrition.com. Communication can be conducted in Polish/English.
3. Opinions may be made available directly on the Store's website or on an external website collecting opinions with which the Seller cooperates and to which the Online Store's website refers.
4. The Seller verifies the Reviews using the email address that was used in the purchase process or assigned to the user's account.
5. Product Reviews may be issued only in relation to the Products purchased in the Seller's Online Shop and by the Online Shop Customer who purchased the reviewed Product.
6. Product Reviews may be made available directly on the Shop's website or on an external review service with which the Seller cooperates and to which it links on the Online Shop's website.
7. The Customer agrees to the free use by the Seller of opinions or other content posted by him on the Shop's Website.
8. The Seller does not post or commission other entities to post false opinions or

recommendations of Customers in order to promote its Products, nor does it provide sponsored opinions.

9. The Customer is prohibited from providing illegal content, which means information that, by itself or by reference to the operation, including the sale of products, is unlawful.
10. The Seller informs that opinions posted by Customers are not automatically assessed for prohibited content.
- 11.

The Customer is not entitled to:

- a. posting personal data of third parties as part of the use of the Services and disseminating the image of third parties without the legally required permission or consent of the third party.
- b. posting advertising and/or promotional content as part of the use of the Services.
- c. posting content that links to other websites.
- d. posting content that relates to Products or activities that are competitive to the Seller's business.
- e. posting content that incites violence, hatred, discrimination on any grounds, including gender, sexual, national, ethnic, racial, or religious differences.
- f. posting content that contains profanity or other offensive content.
- g. posting content that constitutes an attempt at fraud, or any other activity prohibited by law.
- h. posting content that infringes copyright or someone else's personal rights.
- i. posting content that violates other provisions of generally applicable law.

- 12.

The Customer declares that:

- a. is entitled to use copyrights, industrial property rights and/or related rights to – respectively – works, objects of industrial property rights (e.g. trademarks) and/or objects of related rights that make up the content.
- b. placing and making available as part of the Services, personal data, image, and information concerning third parties was made legal, voluntary and with the consent of the persons concerned.
- c. agrees to allow other Customers and the Seller to view the published content, as well as authorizes the Seller to use it free of charge in accordance with the provisions of these Terms and Conditions.
- d. agrees to make adaptations of works within the meaning of the Act on Copyright and Related Rights.

13. If it is determined that the review does not meet the conditions set out in the Terms and Conditions, the Seller may take moderating actions, i.e. remove the review, or

refuse to publish it.

14.

If a third party (another Customer or another person or entity) believes that a given review contains illegal content, this person may report it to the Seller at the e-mail address info@allnutrition.com. The application should include:

- a. the name and email address of the person or entity making the report.
 - b. a statement that confirms the good faith belief of the person or entity making the report that the information and allegations contained therein are correct and complete.
 - c. a justification of why the opinion is illegal content.
 - d. a clear indication of the exact electronic location of the information (e.g., information that identifies illegal content).
15. The seller shall send the applicant a confirmation of receipt of the application if the applicant's e-mail address has been provided.
16. The seller shall consider the application within 14 days of the date of its receipt and shall do so in an objective manner and with due diligence.
17. The seller's decision may consist in removing or leaving the review in the Store.
18. The seller shall immediately notify (the applicant and the person who posted the submitted review) of its decision along with the justification. The decision can be appealed. The seller will consider the appeal within 14 days of the date of its receipt.

XIII. Force majeure

1. Neither Party can be held liable for the non-performance of any of its obligations, if such non-performance is due to an unforeseeable event beyond its control or a force majeure incident including but not limited to war, epidemic, flood, fire, storm, raw materials shortage, transportation strike, partial or total strike, or lock-out. The Party affected by such events must inform the other party promptly, no later than 14 calendar days after said event occurs.
2. The parties agree that they will work together to determine how best to fill the order while the force majeure incident persists.
3. This clause does not limit consumer rights in any way.

XIV. Protection of personal information

1. The Seller collects and processes the personal information of the Customers in accordance with applicable provisions of law and with the Privacy Policy.
2. The Seller applies appropriate technical and organizational measures to ensure the protection of personal data being processed.
3. Additional explanations regarding the protection of personal data are contained in the

"Privacy Policy".

XV. Final Provisions

1. All and any rights of the Online Shop, including economic copyrights, intellectual property rights to its name, internet domain, the Online Shop website, forms, logotypes are the property of the Seller and may be used solely in the manner indicated in and consistent with the Terms and Conditions. All images, graphics, text, code, software, descriptions, data and other material used on or incorporated into this website are subject to intellectual property rights in Poland (EU).
2. These Terms and Conditions will be governed by the law of the Republic of Poland. The parties expressly exclude the application of the UN Convention on Contracts for the International Sale of Goods.
3. The choice of law made by the parties shall not have the result of depriving the consumer of the protection guaranteed to him by the mandatory rules of the law of the country in which he has his habitual residence in EU.
4. In matters not regulated in these Terms and Conditions, the provisions of general Polish and EU laws shall apply.
5. Each Customer shall be informed about any changes to these Terms and Conditions by information available at the homepage of the Online Shop presenting a list of amendments and their effective dates. The Customers who possess an Account shall be additionally informed about the changes and presented with their list by a message sent to their electronic mail address. The effective date for any amendment shall fall at least 14 days after its publication. If the Customer who has a Customer Account does not accept the amended Terms and Conditions, he shall be obliged to notify this fact to the Seller within 14 days from being informed about the amendment of the Terms and Conditions. Notification of non- acceptance of the new Terms and Conditions shall result in termination of the Agreement.