**REGULATIONS FOR** **THE EWYSYLKI.PL** **WEBSITE**
**COURIER PLATFORM**

**Dear customer** **,**

Thank you for visiting our website provided at the Internet address http: // ewysylki.pl (hereinafter referred to as " **Ewysylki** " , " **Serwis** " or " **Serwis Internetowy** " ).

**Ewysylki** is a courier platform that allows the customer to order services courier services . **Ewysylki** as a service provider to provide customers with a tool for mawiania courier services. The transport contract itself is concluded by the Customer with the courier and is performed by him. Ewysylki courier is a partner and a third party I m in relation to the owner of the Website.

The formula of these regulations assumes setting general rules and conditions for the use of the Website, in particular the terms and conditions on which orders will be placed , the conclusion and implementation of contracts concluded by **Ewysylki** .

These terms and conditions, in the event of a decision to use the **Postmark** , regulate in particular the rules of using the Website , including our liability. These conditions will apply in the absence of other arrangements between us.

**We invite you to read the regulations** **and place** **orders** **.**

**The** **Ewysylka** **team**

**1)   ABOUT US**

1. The owner of **Ewysylka** is P2 POLSKA SPÓŁKA Z **OGRANICZONĄ ODPOWIEDZIALNOŚCIA** with its registered office in Trzebownisko (address: Trzebownisko 4, 36-001 Trzebownisko), entered in the register of entrepreneurs of the National Court Register under No. 0000621434; registry court in which the company's documentation is kept: District Court in Rzeszów, XII Commercial Department of the National Court Register, NIP number: 7941822123 and REGON: 364610423, e-mail address: biuro@ewysylki.pl .
2. The Service Provider operates the Website and is responsible for the proper provision of the Service and Electronic Services , including the correct operation of the Order Form . Along with the Service Provider, there are also Couriers on the Website - they are third and third in relation to the Service Provider , with whom and the Customer , via the Website, concludes a Contract of Carriage . The courier is indicated each time on the Website - when placing the Order .

**2)   DEFINITIONS**

1. The definitions used in these Regulations mean :
	1. **WORKING DAY** - one day from Monday to Friday, excluding public holidays.
	2. **ORDER** **FORM** - Electronic Service, an interactive form available on the Website allows the customer to submit orders, in particular by selecting the type of shipment and other services within the scope of the Agreement zewozu Pr.
	3. **CLIENT, SERVICE USER** - (1) a natural person with full legal capacity, and in cases provided for by generally applicable regulations also a natural person with limited legal capacity; (2) legal person; or (3) an organizational unit without legal personality, which the law grants to legal capacity; - who has concluded or intends to conclude a Transport Agreement with Courier or using or intending to use the Electronic Service.
	4. **CIVIL** **CODE** - the Civil Code of April 23, 1964 (Journal of Laws No. 16, item 93, as amended).
	5. **ACCOUNT** , **CUSTOMER ACCOUNT** - Electronic Service, marked with an individual e-mail address (e-mail address) and a password provided by the Recipient, a set of resources in the Service Provider's IT system in which data collected by the Service Recipient and information about Orders placed on the Website are collected.
	6. **Courier** - a third party in relation to the Service Provider who is a party to the Transport Agreement and indicated on the Website at the time of placing the Order. The courier is chosen by the client when placing the order from among the options available on the Website. The courier always concludes and implements the Contract of Carriage in the scope of its business.
	7. **TRANSPORT LAW** - Transport Law Act of November 15, 1984 (Journal of Laws No. 53, item 272, as amended ).
	8. **NEWSLETTER** - Electronic Service, electronic distribution service provided by the Service Provider via e-mail, which allows all recipients of the Service to automatically receive from the Service the cyclical content of subsequent editions of the newsletter containing information about new products and promotions on the Website .
	9. **REGULATIONS** - these regulations of the Website.
	10. **COURIER REGULATIONS** - Courier's regulations specifying the general conditions of the Transport Agreement. Regulations of couriers available on the Website are available on Courier's websites and are indicated in **attachment number 1** to these Regulations.
	11. **WEBSITE, SERVICE,** **EWYSYLKI** - Internet service of the Service Provider available at the Internet address [http://ewysylki.pl](https://translate.google.com/translate?hl=pl&prev=_t&sl=pl&tl=en&u=http://ewysylki.pl) . Functionally related to the eWysylki.pl Service are the following websites: the eTransporty.pl e - listing and the eGoniec.pl platform , to which the owner and service provider of these three pages refers via links and links on the eWysylki.pl website.
	12. **CARRIAGE** **CONTRACT** - contract for the provision of payable services for the transport of the parcel (including its acceptance, shipment and delivery) by the Courier performed in the scope of the activity of his enterprise and on the conditions specified therein. The Contract of Carriage is concluded in accordance with the order previously placed by the Customer and the terms and conditions contained in these Regulations and Courier Regulations.
	13. **COOPERATION CONTRACT** - an agreement concluded outside the Website between the Service Provider and the Customer specifying the terms of cooperation that are separate in relation to the Regulations, in particular in the scope of payments for Services of the Website . In the scope not covered by the Cooperation Agreement , these Regulations apply.
	14. **ELECTRONIC SERVICE** - a service provided electronically by the Service Provider to the Customer via the Website in accordance with the Regulations.
	15. **SERVICE SERVICE, SERVICE** - an intermediary service in the submission of an Order by the Customer to the Courier and concluded with the Transport Agreement between the Customer and the Courier provided by the Service Provider .
	16. **SERVICE PROVIDER** - P2 POLAND COMPANY WITH LIMITED RESPONSIBILITY with its registered office in Trzebownisko (address: Trzebownisko 4, 36-001 Trzebownisko), entered into the Register of Entrepreneurs of the National Court Register under No. 0000621434; registry court in which the company's documentation is kept: District Court in Rzeszów, XII Commercial Department of the National Court Register, NIP number: 7941822123 and REGON: 364610423, e-mail address: biuro@ewysylki.pl .
	17. **ACT ON CONSUMER RIGHTS, ACT** - the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014 item 827, as amended) .
	18. **ORDER** - Customer's declaration of will submitted via the Order Form and aiming directly at the conclusion of the Transport Agreement with the Courier via the Service Provider .

**3)   About EWYSYLKI**

1. Ewysylki is a courier platform enabling the Customer to place Orders and conclude Transport Agreements with Couriers. The service provider provides customers Ewysylki Orders Form, which is an electronic tool for this purpose. The Party to the Contract of Carriage is, on the one hand, the Client, and on the other - a Courier being a third party in relation to the Service Provider. The courier himself performs the contract of carriage in the scope of his business . The Service Provider is responsible for providing the Website Service, that is, mediating in ordering the Customer to the Courier and concluding the Transport Agreement between the Customer and the Courier .
2. The administrator of personal data processed on the Website in connection with the implementation of the provisions of these Regulations is the Service Provider. Personal data are processed for purposes within the scope and on the basis of the principles and principles set out in the **privacy** policy **published** on the Website. The privacy policy contains primarily rules for the processing of personal data by the Administrator on the Website, including the basis, purposes and scope of processing personal data and the rights of data subjects, as well as information on the use of cookies and analytical tools on the Website . Using the Website it is voluntary. Similarly, the provision of personal data by the user of the Website is voluntary, subject to the exceptions indicated in the privacy policy (conclusion of the contract and statutory obligations of the Seller) .
3. Couriers available on the Website are:
	1. **UPS Polska Sp.** **z oo** with its registered office in Warsaw (address: 01-222 Warsaw, 1/1 Prądzyńskiego St.), REGON: 010771280, Tax Identification Number: 5221004200, KRS number 0000036680.
	2. **DHL Express (Poland)** Sp. z oo with its registered office in Warsaw (address: 02-823 Warsaw, 2 Osmańska Street), REGON: 012005407, Tax Identification Number: 5270022391, KRS number 0000047237.
	3. **K-EX** Spółka z o.o. with its registered office in Kielce (registered office address: 25-528 Kielce, 61 Zagnańska Street), REGON: 260287537, Tax Identification Number: 9591856995, KRS number 0000326471.
	4. **FedEx Express Polska** Sp. z oo with its registered office in Warsaw (registered office address: 00-526 Warsaw, Krucza St. 16/22), REGON: 01061225, NIP: 5261005306, KRS number 0000037973.
	5. **DPD Polska** sp. Z oo with registered office in Warsaw (registered office address: 02-274 Warsaw, MINERALNA 15), REGON: 012026421, NIP: 5260204110, KRS number 0000028368.
	6. **Poczta Polska** SA with its registered office in Warsaw (address: 02-274 Warsaw, UL. HISZPANSKI FAMILIES 8), REGON: 01068496, NIP: 5250007313, KRS number 0000334972.

**4)   SUBMITTING ORDERS , CONCLUDING A CONTRACT CARRIAGE**

1.         The Service Provider as part of the Website Service provides paid mediation in the submission of the Order by the Customer to the Courier and conclusion of the Transport Agreement between the Customer and the Courier . The following stages are presented in the scope of the Website Service, that is placing the Order by the Customer and concluding the Contract of Carriage between the Customer and the Courier.

2.         To place an Order by the Customer it is not necessary to log in to the Customer Account on the Website in advance. Placing an Order is also possible without having an Account on the Website. However, in the case of placing an Order by a Client logged in to the Customer Account, he has information about placed Orders on the Website. Having an Account and logging into it is not necessary for Clients who have a signed Cooperation Agreement - in this case they may use other conditions provided for in the Cooperation Agreement .

3.         The advancement of the Contract of Carriage between the Customer and the Courier has the course according to the following scheme:

**1)**        **The Customer** **places an** **Order** **for** **shipment and other services** **to be subject to the Contract of** **Carriage** **in accordance with these Regulations and** **Courier Regulations** **using the** **Order** **Form** **.**

**2)**        **After placing the** **order** **(** **By** **clicking** **on the** **field "** **I am ordering the payment** **" in the** **Order** **Form** **), the** **Customer** **immediately** **receives** **confirmation of** **receipt and at the same time acceptance for implementation - at this moment the Contract of** **Carriage** **is concluded** **between the** **Customer** **and the** **Courier** **.**

**Confirmation of receipt and** **acceptance of the** **Order** **for implementation takes place by placing** **information** **on the Website,** **in the appropriate one** **Customer Account tab** **- in the case of the Client's account is logged on to the customer** **and d** **odatkowo confirmation is sent via email** **to the address given** **by the** **customer** **s.**

4.         An order submitted using the Order Form should contain at least - according to the information provided on the Website website : sender's and recipient's details ( first name and surname / company name, posting and receipt address - street, house / apartment number , zip code, village, above e-mail address, contact telephone number), p rzesyłki data (depending on the Courier - type rzesyłki p, p rzesyłek number of dimensions rzesyłki p / ek rzesyłki weight p, p rzesyłki special features) additional options ( depending on the selected shipper and type of shipment - content of the shipment, amount of collection, bank account number to return the collection, insurance amount p, delivery of approved documents, collection time of the order, telephone notification, delivery by phone, delivery to own hands), additional information for the courier .

5.         The customer is obliged to provide the shipment details in accordance with the actual state. Providing the Customer with dimensions, weight or other data inconsistent with the actual state of affairs may be the Client's obligation to pay additional costs in accordance with Courier's Regulations , unless the provision of data inconsistent with the actual state is a consequence of circumstances for which the Customer is not liable .

6.         The Order placed by the Customer should be in accordance with the Courier Regulations chosen by the Customer. In the event of non-compliance, the Courier may refuse or suspend the execution of the Order in accordance with its Courier Regulations. In such a case, the Customer has the possibility of direct contact with the Courier in order to determine the further procedure for the implementation of the Transport Agreement in accordance with the Courier Regulations. The Service Provider, as part of the Website Service, provides the Customer with necessary support in the proper implementation of the Transport Agreement.

7.         The consolidation, security and access to the content of the concluded Transport Agreement takes place through (1) making these Regulations available on the website of Ewysylki and (2) sending the message referred to in point. 4 .3 of the Regulations .

8.         Withdrawal from the Contract of Carriage and Service by the Customer:

and.         After the conclusion of the Contract of Carriage and Service, the Customer who is not a consumer does not have the right to withdraw from the contract, unless the Service Provider or Courier agrees. In the event of consent, the Service Provider or Courier shall be entitled to charge the non-consumer Customer with a handling fee in the amount of PLN 0.30 + 3% of the value of the Transport Contract and Service. The handling fee may be deducted from the refunded amount.

b.        In the case of a Customer who is a consumer and willing to withdraw from the Contract of Service and Service on a different basis than that resulting from generally applicable laws, such withdrawal is possible after prior agreement of the Customer with the Service Provider or Courier.

**5)   SERVICE SERVICE, AGREEMENT TRANSPORT , DEADLINE FOR IMPLEMENTATION**

1.         Service Service is provided by the Service Provider. The Service includes paid agency in the submission of an Order by the Customer to the Courier and conclusion of the Transport Agreement between the Customer and the Courier . The Service Provider is obliged to perform the Service without defects. Service Service is provided immediately after placing the Order by the Customer.

2.         The Contract of Carriage is concluded between the Customer and the Courier of his choice via the Website and on the terms indicated in the Order, these Regulations and the Courier Regulations. Object of gold Contract of Carriage between the Customer and the Courier are services selected by the Customer in the Order for the transport of the parcel (including its acceptance, shipment and delivery) provided by the courier and performed in the scope of his business. The Carrier is obliged to perform the Contract of Carriage without defects.

3.         The deadline for implementing the Transport Agreement is in accordance with the Courier Regulations.

4.         The beginning of the course of the period of the implementation of the Transport Contract takes place:

and.         in the case of Clients who do not have a separate Cooperation Agreement - at the moment of payment in the amount indicated when placing the Order using the Order Form.

b.        in the case of Clients having a separate Cooperation Agreement - at the time of concluding the Transport Agreement, unless the Cooperation Agreement provides otherwise.

5.         The service provider provides The Customer on the website of the Website can obtain information on the status of the Carriage Agreement and the ability to track the shipments given by the Customer .

**6)   PAYMENT FOR USING THE WEBSITE**

1.         The use of the Website Service is for a fee and includes also remuneration due to the Courier as a part of the concluded Transport Agreement, including additional costs in accordance with the Courier Regulations that may arise as a result of providing the customer with data regarding the shipment contrary to the actual state .

2.         The Customer is obliged to pay the costs of the Service. The Customer is obliged to pay the Service costs by the Customer at the time of concluding the Transport Agreement.

3.         Services Service costs shown on page E given Ewysylki they are in Polish zloty and include taxes. The total costs of the Service, including taxes and about any other costs, and if it is not possible to determine the amount of these fees - about the obligation to pay, the customer is informed on the Website, when placing an order using the Order Form - always before the conclusion of the Contract ( that is before the Customer he prefers to be bound by the contract) .

4.         Payments for the Website Service are made to the Service Provider. The Service Provider gives the Courier the remuneration due to him title of the concluded Transport Agreement.

5.         Below are indicated methods and payment dates for Customers who do not have a Cooperation Agreement or who place an Order without being logged in to their Customer Account. In the case of Clients who have a concluded Cooperation Agreement, the terms and terms of payment are specified in the Cooperation Agreement.

6.         The Website provides the following payment methods as Website Service:

and   purchease **with a** traditional **transfer** (account number the Customer will receive after placing the Order at the provided e-mail address) ;

b.        **payment** **using** **electronic payments and payment cards** **made available** **on the Website** . Settlements of transactions by electronic payments and payment cards are carried out in accordance with the Customer's choice:

and.       via Dotpay.pl. The service of electronic payments and payment cards is provided by: DOTPAY SA based in Krakow, at ul. Wielicka 72, 30-552 Kraków, NIP 6342661860, REGON 240770255, entered into the Register of Entrepreneurs under the number KRS 0000296790, kept by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register, with share capital of PLN 4,000,000.00, registered capital of PLN 4,000,000.00 or

ii.       via Tpay.pl (formerly Transferuj.pl) . The service of electronic payments and payment cards is provided by: Krajowy Integrator Płatności Spółka Akcyjna (formerly Brachia Sp. J.) with its registered office in Poznań (address: St. Marcin 73/6, 61-808 Poznań), entered into the Register of Entrepreneurs of the National Court Register under number 0000412357, registry files kept by District Court Poznań - Nowe Miasto and Wilda in Poznań, share capital in the amount of PLN 4,978,500.00 fully paid up, NIP: 7773061579.

* 1. **payment** **by means of the Customer available on the Website** - **the Website** provides the possibility for the Customer to make a prepayment to the Customer's individual account on the Website as future payments for the Website Services (piggy bank).

7.         The Customer chooses the payment method when placing the Order using the Order Form.

8.         The Customer is obliged to make a payment as Service immediately after the conclusion of the Sales Agreement, not later than within seven days from the date of its conclusion .

9.         From the payment made by the Customer , the implementation of the Transport Contract may be dependent - in accordance with point. 5.4 of the Regulations .

**7)   WAYBILL**

1.         The Service Provider provides the Customer with a waybill in accordance with the beginning of the running of the Contract for Carriage indicated in point 5.4 of the Regulations.

2.         Making a delivery note available to the Customer is done by sending it in PDF format to the Customer's email address provided while placing the Order and making it available for download as part of his Customer Account.

3.         The Customer is obliged to print , place permanently on request and deliver it in person or by an indicated third party to the Courier a consignment note provided to him by the Service Provider.

4.         If the customer does not print the consignment note made available to him by the Service Provider, obliged it to self-issue or obligation Courier to issue a bill of lading for complying with the bill of lading made available to it by the Provider (in particular, should pay attention to accurate placing the data sender and recipient and additional indications and statements regarding the shipment - for example, a pickup option), and then place it permanently on the package and hand it over to the Courier personally or by a designated third party .

**8)   OBLIGATIONS OF THE CUSTOMER IN CONNECTION WITH THE CONTRACT OF CARRIAGE**

1. The Customer who is a party to the Contract of Carriage is obliged to pay the price for it and reimburse the expenses and charges that the Courier has made or incurred in order to properly perform the Transport Agreement in accordance with the Client's Order . The total costs of the Service, including taxes and about any other costs, and if it is impossible to determine the amount of these fees - about the obligation to pay them, the Customer is informed on the Website, when placing an Order using the Order Form - always before the conclusion of the Transport Agreement .
2. The Client is obliged to pay the costs incurred by the Service Provider or Courier as a result of providing the Customer with data that is inconsistent with the actual state, unless the provision of data inconsistent with the actual state is a consequence of circumstances for which the Customer is not liable.
3. Payments referred to in point 8.1 and 8.2. Regulations are sought from the Customer by the Service Provider as part of the Service.
4. The customer is obliged to no send through the Website any packages which dangerous goods within the meaning of the Act on the carriage of dangerous goods of 19 August 2011. (OJ 2011 No 227, item. 1367, as amended. D.).
5. The Client is obliged to cooperate in the performance of the Transport Agreement, in particular he is obliged to:

a. providing the Order with data in accordance with the facts, in particular regarding the type, weight and dimensions of the shipment and the place of delivery,

b. preparing the shipment for transport, delivery and loading in person or by a designated third party to the Courier of properly packaged shipment (that is, in a condition enabling proper carriage and delivery without loss and damage) under the address indicated in the Order,

c. to print, place permanently on the shipment and deliver it in person or by a designated third party to the Courier a consignment note provided to him by the Service Provider,

d. to inform the recipient as much as possible of the planned shipment, including the obligation to provide, if necessary, conditions for unloading the shipment,

e. to inform the recipient of his right to demand from the courier a protocol to determine the condition of the shipment and the circumstances of the damage, if before delivery it turns out that she suffered a loss or damage,

f. inform the recipient of his right to demand from Kurier immediately after revealing the damage, but not later than within 7 days from the date of receipt of the parcel, determining the condition of the parcel, if after delivery the leakage or damage not visible from the outside was noted upon receipt,

g. issue personally or by a designated third party to the Courier any documents needed due to customs, tax and administrative regulations.

**9)   CONTACT US**

1.         The essential form of ongoing remote communication with you is e-mail (e-mail : biuro @ ewysylki.pl ) and traditional mail ( Trzebownisko 4, 36-001 Trzebownisko ) , through which you will exchange information regarding the use of the Website . We also invite you to contact us in person at our office ( Trzebownisko 4, 36-001 Trzebownisko ) after prior appointment.

2.         In the case of customers who are not consumers, who are in contact with the Order and the relevant contract We treat you as duly authorized to act on your behalf in the scope of the given orders or the right contract .

**10)    COMPLAINTS FOR THE TRANSPORT AGREEMENT**

1.         Basis and scope of the courier's responsibility relative to the customer title of the Transport Agreement are defined by generally applicable laws, in particular in the Civil Code and in the Courier Regulations .

2.         Complaints related to the Transport Agreement The customer can submit directly with the Courier or use the mediation of the Service Provider. In the latter case, the complaint can be submitted for example via e-mail (mail) to the following address: biuro@ewysylki.pl . As part of the mediation in filing a complaint related to the Contract of Carriage, the Service Provider acts on behalf of the Customer and on behalf of the Customer, lodges a complaint with Courier in accordance with the Courier Regulations. Complaint in this case is dealt with directly by the courier.

**11)    WITHDRAWAL FROM THE AGREEMENT**

1. This section of the Regulations applies only to Customers who are consumers.
2. The right to withdraw from a distance contract is not granted to the consumer in relation to contracts (1) **for the provision of** accommodation **services** , other than for residential purposes, **transport of goods** , car rental, catering, leisure services, entertainment, sports or cultural events, if the contract indicates the day or period of service provision; (2) for the provision of services, if the entrepreneur has fully performed the service with the express consent of the consumer who has been informed before the provision that he will lose his right to withdraw from the contract after the entrepreneur has fulfilled the benefit ; ( 3 ) in which the object of the service is a non-prefabricated item , manufactured according to the specification of a consumer or serving to satisfy his individual needs; ( 4 ) for delivery of digital content that is not recorded on a tangible medium if the performance commenced with the consumer's express consent before the deadline to withdraw from the contract and after informing the Seller about the loss of the right to withdraw from the contract .
3. With reservation point. 11. 2 Re tutions consumer, who has a contract at a distance, may, within 14 calendar days to withdraw from it without giving any reason and at no cost, subject to the exception referred to in the next sentence. In the case of a service whose performance - at the express request of the consumer - started before the end of the withdrawal period, the consumer who exercises the right to withdraw from the contract after making such a request is obliged to pay for the services fulfilled until the withdrawal. The payment amount is calculated in proportion to the scope of the service provided, taking into account the price or remuneration agreed in the contract. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the provided service.
4. To comply with the deadline for withdrawal from the contract, it is enough to send a statement before its expiry. The declaration of withdrawal from the contract may be submitted directly to the Courier or the consumer may use the agency of the Service Provider. In the latter case the statement may be submitted, for example: in writing to the address: Trzebownisko 4, 36-001 Trzebownisko or in electronic form via e-mail to the following address: biuro @ ewysylki.pl .
5. The period for withdrawing from the contract begins for the contract whereby the entrepreneur issues the item, being obliged to transfer its ownership - from taking possession of the goods by the consumer or a third party other than the carrier, in the case of a contract which: (1 ) includes many things that are delivered separately, in batches or in parts - from taking possession of the last thing, party or part, or (2) it consists in regularly delivering things for a definite period - from taking possession of the first item. For other contracts, the period of withdrawal starts from the date of conclusion of the contract.

**12)    OUT-OF-COURT METHODS OF SETTLING COMPLAINTS AND INVESTIGATING CLAIMS AND RULES OF ACCESS TO THESE PROCEDURES**

1. This section of the Regulations applies only to Customers who are consumers.
2. Detailed information on the possibility of the buyer being a consumer from out of court ways of dealing with complaints and rules of access to these procedures are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of the Trade Inspection and the following Internet addresses of the Office of Competition and Consumer Protection: http://www.uokik.gov.pl/spory\_konsumenckie.php and http://www.uokik.gov.pl/wazne\_adresy.php.
3. The consumer has the following exemplary possibilities to use non-judicial means of dealing with complaints and redress:
	1. is entitled to apply to a permanent amicable consumer court, referred to in art. 37 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws 2001 No. 4 item 25, as amended), with a request to settle the dispute arising from the concluded contract. The regulations of the organization and operation of permanent consumer courts of arbitration are specified in the regulation of the Minister of Justice of 25 September 2001 on defining the rules of organization and operation of permanent consumer courts of arbitration. (OJ 2001, No. 113, item 1214);
	2. is entitled to address the provincial inspector of Trade Inspection, in accordance with art. 36 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws of 2001 No. 4 item 25, as amended), with a request to initiate mediation proceedings regarding the amicable settlement of the dispute. Information on the rules and mode of the mediation procedure conducted by the voivodeship inspectorate of the Trade Inspection is available at the headquarters and on the websites of individual Provincial Inspectorates of the Trade Inspection;
	3. can get free assistance in settling the dispute using also free help from a poviat (municipal) consumer ombudsman or social organization, whose statutory tasks include consumer protection (including the Consumer Federation, Association of Polish Consumers). Advice is provided by the Consumer Federation at porady@dlakonsumentow.pl email address and by the Polish Consumer Association under the toll free consumer helpline number 800 889 866.
4. An online platform for settling disputes between consumers and entrepreneurs at the EU level (ODR platform) is available at [http://ec.europa.eu/consumers/odr](https://translate.google.com/translate?hl=pl&prev=_t&sl=pl&tl=en&u=http://ec.europa.eu/consumers/odr) . The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and entrepreneurs seeking out-of-court resolution of a dispute regarding contractual obligations arising from an online sales contract or service contract.

**13) PROVISIONS CONCERNING ENTREPRENEURS**

1.         This section of the Terms of Service applies only to non-Consumer Customers .

2.         In case of delay in payments, including advance payment, Service Provider and the Courier reserves the right to refuse to enter into new contracts, and suspend the implementation of the agreements already concluded by the time of payment of the payments, which does not bear on the side of the Customer any claims in relation to the Courier and the Service Provider .

3.         The Service Provider and Courier have the right to withdraw from the Transport and Service Agreement concluded with a non-consumer customer within 14 calendar days from the date of its conclusion. Withdrawal from the contract in this case may take place without giving a reason and does not give rise to any claims on the part of the Customer who is not a consumer in relation to the Service Provider and the Courier.

4.         In the event of any dispute related to the Service or the Service Contract of Carriage , customer is not entitled d about withhold payment or part payment. Possible settlements arising from disputable issues will only take place after mutual agreement of the parties' positions.

5.         The Service Provider and the Courier shall not be responsible for any differences in the consignment note issued by the Customer or Courier on his own, in case the Customer did not use the consignment note provided to him by the Service Provider. You are responsible for the contents of the bill of lading issued by itself or by Courier bill of lading made available to it by the Provider ( in particular this applies to the data sender and recipient and additional indications and statements relating to the consignment - such as download option) .

6.         Any delay or non-fulfillment of the conditions of implementation of the Services of the Service by the Service Provider or the Contract of Carriage by Courier will not constitute grounds for the customer to cancel the contract or to demand compensation for losses or other equivalent payments if the non-performance or improper performance was caused by factors for which the Service Provider or courier shall not be held liable and that ch uprising is not helped .

7.         Service Provider and the Courier bears responsibility to the Client , regardless of the basis for the legal, to the amount paid the price in respect of services of the Service , with the proviso that if the Terms Courier provides for other restrictions , the amount of liability is limited in accordance with the Rules of the Courier . The Service Provider and the Courier shall be liable to the Customer only for typical and actually incurred damage predictable at the time the contract is concluded, excluding lost profits.

**14) ELECTRONIC SERVICES ON THE WEBSITE**

1. The following electronic services are available in Ewysylki : the Order Form and the Account . E- mail services are free.
2. Placing an Order using the Order Form follows the completion of a total of two subsequent steps - (1) after completing the Order Form available on the Website and (2) clicking the action field " **I am ordering the payment** " - up to this moment it is possible to modify the entered data yourself (in this purpose should be guided by the displayed messages and information available on the website of the Postage Stamps ). In the Order Form , it is necessary for the Customer to provide the data indicated in point. 4 points . 3 of the Regulations.
	1. The Electronic Order Form Service is provided free of charge , with the reservation that in the case of concluding the Contract of Carriage as a result of placing the Order, the Customer is obliged to make payments under the Services provided on the Regulations. Service Electronic Form Orders is a one-off and is terminated at the time of submission of orders through it, or upon receipt of an early termination orders through it by the Client.
3. Using the Customer Account is possible after a total of three consecutive steps p slaughter Client - (1) filling out the form r register a, (2) you click the action - "REG 's poisonous," and (3) confirmation of willingness to create accounts by clicking the confirmation link sent to the e-mail address provided . In the registration form it is necessary to provide the following data by the Customer :
	1. the Customer's data : name on the Website, e-mail address, password ;
	2. the Customer's contact details: name and surname, contact telephone number, address (street, house number / apartment number, zip code, city); and
	3. depending on the status of the Service User using the Website (consumer / entrepreneur) - in the case of the Customer being a consumer: name and surname of the Customer, and in the case of the Customer who is not a consumer: name and NIP of the Service Recipient and additionally the address of the business or registered office (street , house number / apartment number, zip code, city).
	4. The Electronic Customer Account service is provided free of charge , with the reservation that in the case of concluding the Transport Agreement while using the Customer Account, the Customer is obliged to make payments for the Website Service on the terms contained in the Regulations . The Electronic Customer Account service is provided for an indefinite period. The Service Recipient has the option, at any time and without giving any reason, to delete the Account (cancel the Account) by sending a relevant request to the Service Provider, in particular via e-mail to the following address: biuro@ewysylki.pl or in writing to: Trzebownisko 4, 36 -001 Trzebownisko .
4. The use of the Newsletter follows after giving the e-mail address in the tab or the field regarding the Newsletter visible on the Website , to which further editions of the Newsletter are to be sent and clicked on the action field . You can subscribe to the Newsletter by checking the appropriate checkbox when creating a Customer Account - the Customer is subscribed to the Newsletter upon creating the Customer Account .
	1. The Electronic Newsletter service is provided free of charge for an indefinite period. The Service Recipient has the option, at any time and without giving reasons, to unsubscribe from the Newsletter (resignation from the Newsletter ) by sending a relevant request to the Service Provider, in particular via e-mail to the following address: biuro@ewysylki.pl or in writing to: Trzebownisko 4 , 36-001 Trzebownisko .
5. Technical requirements necessary to cooperate with the ICT system used by the Service Provider: (1) a computer, laptop , tablet, smarfon or other multimedia device with access to the Internet; (2) access to electronic mail; (3) Internet browser: Mozilla Firefox version 17.0 and higher or Internet Explorer version 9 .0 and higher, Opera version 12.0 and higher, Google Chrome version 23.0. and higher, Safari version 5.0 and higher; (4) enabling cookies and Javascript support in the web browser .
6. The Service Recipient is obliged to use the Ewysylki in a manner consistent with the law and morality, keeping in mind the respect of personal rights as well as copyrights and intellectual property of the Service Provider and third parties. The Service Recipient is obliged to enter data consistent with the actual state. The recipient is prohibited from providing unlawful content .
7. Complaints related to the provision of electronic services by the Service Provider and other complaints related to the operation of Ewysylki (excluding complaint procedures Contract of Carriage , which was indicated in p. 10 of regulations ) can be made , for example, in electronic form via e-mail above to the following address: office @ ewysylki.pl or in writing to the following address: Trzebownisko 4, 36-001 Trzebownisko .

**15) FINAL PROVISIONS**

1.         Agreements concluded through the entries are concluded in Polish .

2.         The Service Provider reserves the right to make changes to the Regulations for important reasons, that is: changes to the provisions of law; changes in the scope or form of Electronic Services provided , changes of Couriers - to the extent to which these changes affect the implementation of the provisions of these Regulations .

and.         In the case of conclusion of continuous contracts under these Regulations (eg provision of Electronic Services - Customer Account ), the amended regulations are binding for the Service Recipient if the requirements specified in art. 384 and 384 [1] of the Civil Code, that is, the Service Recipient was correctly informed about the changes and did not terminate the contract within 30 calendar days from the date of notification. In the event that a change to the Regulations would result in the introduction of any new fees or increase in the existing Customers, who is a consumer, has the right to withdraw from the contract.

b.        In the case of concluding agreements of a different nature from continuous contracts (eg the Contract of Carriage ), amendments to the Regulations shall not in any way affect the acquired rights of Customers / Customers who are consumers prior to the effective date of amendments to the Regulations, in particular amendments to the Regulations shall not impact on already placed or placed Orders and concluded, executed or executed Transport Agreements .

3.         In matters not covered by these regulations, generally applicable provisions of Polish law shall apply, in particular: the Civil Code; Transport Law , Act on Electronic Services of July 18, 2002 (Journal of Laws 2002 No. 144, item 1204, as amended); Consumer Rights Act and other relevant provisions of generally applicable law.

**16) MODEL OF WITHDRAWAL FORM (APPENDIX NUMBER 2 TO THE STATUTORY RIGHTS CONSUMER)**

**A model withdrawal form**
*(this form should be filled in and returned only if you wish to withdraw from the contract)*

- Addressee:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[at this point you should enter the name of the entrepreneur, the full address of the beginning of peppermint*
*and, if available e-mail]*

- Ja / My (\*) hereby inform / inform (\*) about my / our withdrawal from the contract of sale of the following items (\*) contract for the supply of the following items (\*) contract for a work involving the following items (\*) / for the provision of the following service (\*)

- Date of conclusion of the contract (\*) / receipt (\*)

- Name and surname of consumer (s)

- Consumer (s) address

- Signature of the consumer (s) (only if the form is sent in paper version)

- Date

(\*) Delete as applicable.

**ANNEX NUMBER 1 - REGULATIONS OF COURIERES**

Courier Regulations available on the Website:

* UPS Polska Sp. z oo - [General Terms and Conditions of Provision of UPS Services](https://translate.google.com/translate?hl=pl&prev=_t&sl=pl&tl=en&u=https://www.ups.com/media/pl/terms_carriage_pl.pdf)
* DHL Express (Poland) Sp. z oo - [Regulations of DHL Express](https://translate.google.com/translate?hl=pl&prev=_t&sl=pl&tl=en&u=http://www.dhl.com.pl/pl/express/wyslij_przesylke/informacje_dodatkowe/terms_conditions.html%23international#international)
* K-EX Spółka z o. O - [K-EX regulations](https://translate.google.com/translate?hl=pl&prev=_t&sl=pl&tl=en&u=http://k-ex.pl/regulamin)
* FedEx Express Polska Sp. z oo - [Conditions of Carriage for Domestic Services](https://translate.google.com/translate?hl=pl&prev=_t&sl=pl&tl=en&u=http://www.fedex.com/pl/domestic-services/terms/)
* DPD Polska sp. Z oo - [Regulations for the Provision of Services in Domestic Trade](https://translate.google.com/translate?hl=pl&prev=_t&sl=pl&tl=en&u=https://www.dpd.com.pl/var/dpd/storage/original/application/787a78f706f5c18970b8f181b6bf294b.pdf)
* Poczta Polsk a SA - [Regulations for the provision of universal services](https://translate.google.com/translate?hl=pl&prev=_t&sl=pl&tl=en&u=https://www.poczta-polska.pl/hermes/uploads/2013/07/regulamin-swiadczenia-uslug-powszechnych-28-czerwca-2013.pdf)

**Thank you for your careful reading!**

If you have any questions, we are always at your disposal - please contact your guardian directly or use the data provided at the beginning .

**We invite you to cooperation,**

**The Ewysylka team**

Page 1 of 12