

Online Store [Futuresthinking.pl] Terms and Conditions

Contents:

§ 1 – Definitions

§ 2 General provisions

§ 3 Technical requirements 587 604 844, e-mail: contact@futuresthinking.pl

§ 4 Shopping in the Store

§ 5 Payment

§ 6 Order fulfillment

§ 7 The right to withdraw from the contract

§ 8 Complaints

§ 9 Personal information

§ 10 Promotions

§ 11 Refunds to Buyers

§ 12 Final provisions

Appendix no. 1: CONTRACT WITHDRAWAL FORM

The Online Store [futuresthinking.pl] is operated by :

Blue Media Spółka Akcyjna with its registered office in Sopot (81-718), at ul. Powstańców Warszawy 6, registered in the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register under number 0000320590, NIP 585-13-51-185, REGON 191781561, with a share capital of PLN 2,000,000, paid in full.

§ 1 – Definitions

1. **Seller** – Blue Media Spółka Akcyjna with its registered office in Sopot (81-718), at ul. Powstańców Warszawy 6, registered in the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register under number 0000320590, NIP 585-13-51-185, REGON 191781561, with a share capital of PLN 2,000,000, paid in full, phone: 587 604 844, e-mail: contact@futuresthinking.pl.
2. **Store** – the online store run by the Seller under the internet domain futuresthinking.pl.
3. **Products** – all products offered by the Seller for sale in the Store.
4. **Buyer** – a natural person, legal person, or an organizational unit that does is not a legal person but has legal capacity for purchasing Products in the Store.
5. **Terms and Conditions** – the terms and conditions of the Store.

§ 2 General provisions

1. These Terms and Conditions define in particular:
 - a) the terms of use for the Store;
 - b) the rules of concluding contracts with the Seller in the Store;
 - c) the rights and obligations of the Buyer who uses the Store;
 - d) the conditions for placing orders in the Store and methods of settlements for the Products purchased by the Buyer;
 - e) the Buyer's right to cancel the order and withdraw from the contract;
 - f) the terms of submitting and considering complaints.
2. Browsing the Store does not require registration.
3. Both the Seller and the Buyer are obliged to comply with the provisions of these Terms and Conditions.

§ 3 Technical requirements

1. In order to properly browse the Store's websites, including the Store's Products, it is necessary to have a terminal device with access to the Internet and a web browser such as: Internet Explorer, Edge, Google Chrome, Mozilla Firefox, Opera, or Safari in an updated version that supports JavaScript and cookies.
2. In order to place an order in the Store, in addition to the requirements set out in § 1 above, an active email account is required.

§ 4 Shopping in the Store

1. Information about the Products available at the Store constitutes an invitation to conclude a contract within the meaning of Art. 71 of the Polish Civil Code.
2. The Buyer may place orders at the Store for available Products for 7 days a week and 24 hours a day, subject to trade bans or restrictions resulting from mandatory applicable provisions of law.
3. The prices of the Products displayed at the Store are total prices for a given Product and are given in Polish zlotys or in euro. The prices of the Products include VAT (tax on the sales of good and services), if the sale is subject to this tax on the basis of separate provisions.
4. The price referred to in § 3 above does not include the cost of Product delivery unless the Seller provides information on free delivery on the Store's website.
5. For Products that require physical delivery, the Buyer may not collect such Products in person, but is only allowed to use the option of delivery by an external supplier.
6. The Seller reserves the right to make changes to the prices of Products. The changes referred to in the preceding sentence do not affect orders placed by the Buyer before the effective date of the price change.
7. The Product selected for purchase should be added to the basket in the Store. Then the Buyer needs to select the method of delivery of the Product(s) along with the necessary address details, and select the payment method.
8. The order is placed upon confirmation of its contents and acceptance of the Terms and Conditions, as well as provision of any other necessary consents, by the Buyer.
9. If the Buyer places an order, they offer to conclude a sales contract with the Seller. The Seller has seven (7) days to confirm the order. If the Seller does not confirm the order within the above time limit, the contract between the Buyer and the Seller will not be concluded, and any payments made for the unaccepted order will be returned to the Buyer. As soon as the order is confirmed by the Seller, a contract regarding this order is concluded between the Seller and the Buyer.

10. The Seller will provide the Buyer with a confirmation of the conclusion of the contract in a durable copy (e.g. PDF).
11. The Buyer is obliged to provide a valid (current) and exact address to which the order is to be delivered. If the Buyer provides an invalid or inaccurate address, the Seller shall not be liable for failure to deliver the order nor for any delays in delivery of the order for the above reason in case order delivery or timely delivery proves impossible and the Seller and the entity responsible for delivery fulfill their duty of care.

§ 5 Payment

1. The Buyer may pay for the order placed in the Store via the Blue Media S.A. payment platform, including the following payment cards:
 - a) VISA;
 - b) VISA Electron;
 - c) MasterCard;
 - d) MasterCard Electron;
 - e) Maestro.
2. The entity providing online payment services as part of the Store is Blue Media S.A., based in Sopot.
3. The seller informs that in the case of some payment methods, due to their specificity, payment for the order with such a method is possible only immediately after placing the order.
4. The choice of available payment methods is displayed after the Buyer confirms the order.

§ 6 Order fulfillment

1. The Seller is obliged to deliver the ordered Products without defects.
2. The Seller will start processing the order after it has been properly paid for (in the case of card payments, after payment authorization).
3. For orders in Poland, the order may be delivered as follows: The Seller orders the delivery of the Products purchased by the Buyer to Poczta Polska or a courier company that will deliver the purchased Products to the address provided by the Buyer or an InPost parcel locker.
4. For orders outside Poland, the order may be delivered – at per the Buyer's choice – via a courier company to the address provided by the Buyer.

§ 7 The right to withdraw from the contract

1. The Buyer's rights provided in these § 7 of these Terms and Conditions refer only to a consumer and a natural person who concludes a contract in direct relationship to their business where the content of this contract shows that the contract is not of a professional nature.
2. The Buyer has the right to withdraw from the contract concluded with the Seller via the Store within 14 days of the date of receipt of the Product(s), without any reason.
3. The time limit referred to in § 1 above will expire 14 days after the date on which the Buyer came into possession of the Product or on which a third party other than the delivery provider and indicated by the Buyer came into possession of the Product.

4. In order for the Buyer to be able to exercise the right to withdraw from the contract, the Buyer must inform the Seller in writing of the decision to withdraw from the contract by an unequivocal statement (e.g. a letter sent by post, courier, or e-mail, signed by hand).
5. The Buyer may use the Contract Withdrawal Form attached to these Terms and Conditions, but it is not obligatory. To keep the deadline for the withdrawal from the contract, it is sufficient for the consumer to send the information concerning the performance of the right to withdraw from the contract before the expiry of the deadline.
6. In the event of withdrawal from the concluded contract, the Seller will return to the Buyer all payments received from the Buyer, including the cost of delivery of the goods (except any additional costs that resulted from the method of delivery chosen by the consumer, other than the cheapest standard delivery method offered by the Seller), immediately upon the receipt of the returned Products from the Buyer.
7. Refund procedures are described in § 11 hereto.
8. The Seller indicates that Product returns should be sent to the following address: Powstańców Warszawy 6, 81-718 Sopot (with the recommended note "Return of the Order", but this note is not obligatory) immediately, but not later than within 14 days from the date of the declaration of withdrawal from the contract. The deadline is considered met if the Buyer returns the Products before the expiry of the 14-day period.
9. The Buyer bears the direct cost of returning the goods.
10. The Buyer is responsible only for the reduction in value of the Products resulting from using them in a different way than was necessary to establish the nature, characteristics, and functionality of the Products.

§ 8 Complaints

1. Any complaints, including complaints regarding the operation of the Store or services provided electronically by the Seller, may be submitted to the Seller:
 - a) in writing, to the Seller's address (with the recommended note "Complaint", but this note is not obligatory);
 - b) via e-mail to the following address: contact@futuresthinking.pl (with the recommended note "Complaint", but this note is not obligatory)/
2. The complaint should contain the data of the person or entity submitting the complaint (name and surname or full name, exact address, or e-mail address) as well as an indication of the reason for the complaint, and the content of the request. Any provisions of this § 8 shall not exclude or limit the rights of Buyers who purchase Products as consumers.
3. The answer to the complaint is provided as per the complaint delivery method, i.e. by registered mail to the address provided in the complaint or by email to the email address provided in the complaint or from which the complaint was sent, within 30 days from the date of receipt of the complaint, unless the applicable law requires a shorter time limit for responding to a complaint.
4. In the event of a defect, the Buyer has the right to complain about the defective Product, and the Seller will inform the Buyer within 30 days of further actions.
5. If in order to consider the complaint it is necessary to send the Product to the Seller, the Buyer is obliged to send this Product, in the case of a consumer at the Seller's expense, to the following address:

Blue Media S.A., ul. Powstańców Warszawy 6, 81-718 Sopot.
6. The Buyer may use a complaint procedure.

7. The consumer may obtain free assistance in the matter of consumer rights and in the dispute between the consumer and the Seller, by referring to the poviát (municipal) consumer ombudsman or social organization whose statutory tasks include consumer protection. Information for consumers, including information on obtaining assistance, is also available on the website of the President of the Office of Competition and Consumer Protection (uokik.gov.pl) under the "Settlement of consumer disputes" tab.
8. The consumer may use <https://ec.europa.eu/consumers/odr> to access the resolution of consumer disputes by electronic means using the EU internet platform (ODR platform). The ODR platform is a multilingual, interactive website for consumers and entrepreneurs seeking out-of-court settlement of disputes arising from the conclusion of a sales contract or contract for the provision of remote services.

§ 9 Personal information

1. The Seller is the data controller of personal information provided by Buyers when using the Store and making purchases in the Store.
2. The Buyer's personal information is processed mainly on the basis of the contract and for its conclusion, in accordance with the principles set out in the general regulation of the European Parliament and of the Council (EU) on the protection of personal data (GDPR).
3. By providing personal information, the Buyer declares that the information is their own.
4. Detailed information on the processing of personal information by the Seller can be found in the [Privacy Policy](#), which is an integral part of these Terms and Conditions.

§ 10 Promotions

1. Information about promotions, discounts, or presales (hereinafter referred to as "Promotions") may be displayed on the Store's website, in particular regarding the Products that can be purchased in the Store.
2. Promotional products will be offered as per separate promotion terms and conditions published on the Store's website.
3. Promotions in the Store cannot be combined unless the terms and conditions of a given Promotion state otherwise.
4. The Promotions referred to above may be introduced, inter alia, for a specified period, until the stock of promotional products is exhausted, or until further notice. If the terms and conditions of the Promotion stipulated a limited inventory of products covered by the Promotion, the Promotion is valid until the inventory of such products is exhausted.

§ 11 Refunds to Buyers

1. The Seller will refund the amount immediately, but not later than within 14 days of:
 - a) cancellation of the full order or part of the order (in which case an appropriate part of the price will be refunded) paid in advance before the order was fulfilled;
 - b) return of a product (withdrawal from the contract), in accordance with the provisions of § 7 of these Terms and Conditions;
 - c) acceptance of a complaint and if it is impossible to replace the Product, remove the defect of the Product, or reduce the price;
 - d) refusal to accept the Buyer's offer regarding the order in case the order has been paid for in advance.

2. The Seller will refund the payment using the same payment methods that were used by the Buyer for the original transaction, unless the Buyer agrees to a different solution, in each case the Buyer will not incur any fees related to such refund.
3. If the funds are to be returned to the Buyer for a purchase completed with a payment card, the Seller will refund the amount to the bank account assigned to the Buyer's payment card.

§ 12 Final provisions

1. Each order placed in the Store constitutes a separate contract and requires separate acceptance of the Terms and Conditions. The contract is concluded for a specified period and in order to fulfill the order in the Store.
2. Contracts concluded on the basis of these Terms and Conditions are concluded in Polish.
3. In the event of any disputes with the Buyer who is not a consumer, the court of competent jurisdiction will be the court competent for the seat of the Seller.
4. Nothing in these Terms and Conditions excludes or limits in any way the rights of consumers under the applicable law.
5. The appendices constitute an integral part of these Terms and Conditions.

Appendix 1 to the Terms and Conditions of the Blue Media S.A. Online Store

CONTRACT WITHDRAWAL FORM

(This form must be completed and sent only if you want to withdraw from the contract)

- Recipient: Blue Media S.A., ul. Powstańców Warszawy 6, 81-718 Sopot, tel. 58 7604 844, email: contact@futuresthinking.pl
- I / We (*) hereby inform Blue Media S.A. of my / our withdrawal from the contract of sale of the following items
- Date of entering into the contract^(*)/Date of receipt^(*)
- Name(s) of the consumer(s) ^(**)
- Address(es) of the consumer(s) ^(**)
- Signature(s) of the consumer(s) ^(**) (only if the form is sent in hard copy)
- Date

(*) Cross out invalid options

(**) Within the meaning of the form, a natural person who concluded a contract directly related to their business is also considered a consumer in the case where the content of this contract shows that the contract for this person is not of a professional nature.