

Online sales regulations

Good morning!

My full registration data as a seller: Łukasz Malinowski, conducting business activity under the company "ThingRex.com Łukasz Malinowski", Kolbe 2/13, 19-300 Ełk, company tax identification number: 5252162644.

Below are the regulations, which contain information, among others: about the method of placing an order leading to the conclusion of the contract, details regarding the implementation of the concluded contract, the rules for providing access to digital content, and the provision of services and types of payment and access on the Website, the contract withdrawal procedure or the complaint procedure.

In case of any comments, questions, or doubts I am at your disposal at the e-mail address lmtx@thingrex.com or by phone at +48 501 278 806. Our customer service department is open from Monday to Friday from 09:00 to 17:00.

Regards,

Łukasz Malinowski, owner of the www.thingrex.com website.

§ 1. Definitions

For the purposes of the Regulations, the following meanings of the following terms are adopted:

- 1) **Update** - an update that the Seller has undertaken to provide and which is necessary to maintain compliance of the Digital Content with the Agreement;
- 2) **Price** – value expressed in monetary units which the Buyer is obliged to pay to the Seller for the Product;
- 3) **E-payment** - payment of the Price for the Product using a digital representation of the value, in particular using electronic vouchers, e-coupons, virtual currencies, etc.;
- 4) **Buyer** - a natural person, legal person, or organisational unit with legal capacity, in particular, a Consumer or PNPk;
- 5) **Consumer** - a person concluding an Agreement with the Seller not directly related to its business or professional activity;
- 6) **Products** - Goods, Digital Content or Core Services;
- 7) **Entrepreneur with consumer rights (PNPK)** - a natural person concluding an Agreement with the Seller directly related to its business activity, when the content of the Agreement shows that it does not have it is of a professional nature for that person, resulting in particular from the subject of business activity conducted by him, made available on the basis of the provisions of the Central Register and Information on Economic Activity;
- 8) **Pre-sale** - the process of collecting orders by the Seller for Products that will be available for sale from a certain date, and concluding Agreements before the planned date of launching the Products for sale;
- 9) **Regulations** – regulations of the www.thingrex.com Website, available at <https://www.thingrex.com/formal/>;
- 10) **Website** - a website operating at thingrex.com and its extensions;
- 11) **Seller** - Łukasz Malinowski, running a business under the name "ThingRex.com Łukasz Malinowski", Kolbe 2/13, 19-300 Ełk, company tax identification number: 5252162644;
- 12) **Goods** - all movables offered by the Seller as part of the Store, including TzEC;
- 13) **Goods with Digital Elements (TzEC)** - Goods offered by the Seller, containing Digital Content or Digital Service, without which the Goods cannot function properly. Digital Content or Digital Services may be provided by the Seller or a third party;
- 14) **Digital Content** - data produced and delivered in digital form;

- 15) **User Content** - content that has been provided or created by the Consumer or PNPk while using the Digital Content;
- 16) **Agreement** - an agreement concluded between the Seller and the Buyer, the subject of which is the sale of Goods, the delivery of Digital Content or the provision of Basic Services or Electronic Services to the Buyer;
- 17) **Services** - Electronic Services or Basic Services;
- 18) **Digital Services** - services allowing the Buyer to:
 - generation, processing, storage, or access to data in digital form;
 - joint use of digital data that has been sent or generated by the Buyer or other users of the Digital Service;
 - other forms of interaction with digital data;
- 19) **Basic Services** - all services provided by the Seller as part of its basic activity related to IT consultations and training. Basic Services may be a type of Electronic Services, but they do not have to;
- 20) **Electronic Services** - all electronic services provided by the Seller to the Buyer via the Website.

§ 2. Preliminary Provisions

1. The Seller sells Products via the Website. The Buyer may purchase Products indicated on the Website or specified as part of the Pre-order.
2. The Regulations define the terms and conditions of using the Website, as well as the rights and obligations of the Seller and Buyers.
3. The Website, including in particular to place an order, it is not necessary to meet specific technical conditions by the Buyer's computer hardware or software. Sufficient are:
 - a) Internet access,
 - b) standard, up-to-date operating system,
 - c) standard, up-to-date web browser with cookies enabled,
 - d) having an active e-mail address.
4. To use Digital Content, depending on its type, it may additionally be necessary to use standard, publicly available software that allows viewing or playing a specific type of files, such as DOC, PDF, MP4, MP3, MOV, AVI, etc. If the use of Digital Content requires meeting additional technical requirements, such information is presented on the Website in a manner visible to the Buyer and allows making a decision regarding the purchase of digital content.
5. In the event that it is necessary to meet additional technical conditions other than those indicated in section 3, the Seller shall inform the Buyer about it before placing the order, e.g. by including technical requirements in the description of the Goods or TzEC.
6. The Agreement cannot be concluded anonymously or under a pseudonym. The Buyer should indicate true and complete personal data in order to be able to conclude such an Agreement.
7. When using the Website, it is forbidden to provide unlawful content, in particular by sending such content via the forms available on the Website.
8. Depending on the type of selected Products or Services, an Agreement of a specific type is concluded between the Seller and the Buyer:
 - a) in the case of Goods, a sales contract is concluded;
 - b) in the case of Digital Content, a contract for the supply of digital content is concluded;
 - c) in the case of Electronic Services, an agreement for the provision of electronic services is concluded;

- d) in the case of Basic Services, an agreement for the provision of services is concluded.
9. If the subject of the order are Products of various types, after the Seller accepts the offer, several contracts are concluded, referred to in paragraph 8, corresponding to the subject of the contract.
10. For the avoidance of doubt, the Seller indicates that:
- a) Agreements that relate to the sale of Goods are agreements obliging to transfer the ownership of the Goods, to which the provisions of Chapter 5a of the Act of 30 May 2014 apply about consumer rights;
 - b) Agreements concerning the sale of TzEC are agreements obliging to transfer the ownership of the Goods, to which the provisions of chapter 5a apply and the provisions of chapter 5a do not apply 5b of the Act of 30 May 2014 on consumer rights;
 - c) Agreements that relate to Digital Content are contracts for the supply of digital content to which the provisions of Chapter 5b of the Act of 30 May 2014 on consumer rights apply;
 - d) the provisions of chapter 5b of the Act of 30 May 2014 on consumer rights do not apply to Agreements that do not apply to Digital Content.

§ 3. Electronic Services related to the Website

1. The Seller provides the Buyer with certain Electronic Services related to the use of the Website.
2. The basic Electronic Service provided to the Buyer by the Seller is to enable the Buyer to place an order on the Website, which leads to the conclusion of an Agreement with the Seller. Placing an order is possible without having an account on the Website.
3. If the Buyer decides to subscribe to the newsletter, the Seller provides the Buyer with an Electronic Service consisting in sending e-mails to the Buyer, which contain information about news, promotions, products, or services of the Seller. Subscription to the newsletter is done by completing and sending the newsletter subscription form or by checking the appropriate checkbox when placing the order. The buyer may at any time unsubscribe from the newsletter by clicking the unsubscribe button, which is included in each message sent as part of the newsletter. The Buyer may also send the Seller an e-mail with a request to unsubscribe from the newsletter database.
4. Electronic Services are provided to the Buyer free of charge. On the other hand, Sales Agreements, Agreements for the Supply of Digital Content, and Agreements for the Provision of Basic Services, which are concluded via the Website, are payable.
5. In order to ensure the safety of the Buyer and the transfer of data in connection with the use of the Website, the Seller shall take technical and organisational measures appropriate to the degree of threat to the security of the Electronic Services provided, in particular measures to prevent the acquisition and modification of personal data by unauthorised persons.
6. The Seller takes steps to ensure the proper functioning of the Website. The Buyer should inform the Seller about any irregularities or interruptions in the functioning of the Website.
7. Due to the fact that the Website is an ICT system managed by the Seller, the Seller may carry out technical and IT works aimed at developing the Website and providing Electronic Services at the highest possible level.
8. As part of the development of the Website, the Seller may, in particular:
 - a) add new functions and change or remove existing functions within the Website;
 - b) introduce the Website to other types of devices, e.g. mobile devices;
 - c) provide an application related to the Website.

§ 4. Placing an order

1. All descriptions of the Products available on the Website pages do not constitute an offer within the meaning of the relevant provisions of civil law, but an invitation to conclude an Agreement.

2. Placing an order is done by completing the order form. In the form, it is necessary to provide the data necessary to complete the order. At the stage of placing an order, the payment method for the order is selected. The condition for placing an order is the acceptance of the Regulations, which the Buyer should read beforehand. In case of any doubts regarding the Regulations, the Buyer may contact the Seller.
3. In the order form, the Buyer must provide true personal data. The buyer is responsible for providing false personal data. The Seller reserves the right to suspend the execution of the order in a situation where the Buyer has provided untrue data or when the data raise reasonable doubts of the Seller as to their correctness. In this case, the Buyer will be informed by phone or e-mail about the Seller's doubts. In such a situation, the Buyer has the right to explain all the circumstances related to the verification of the accuracy of the given data. In the absence of data allowing the Seller to make contact with the Buyer, the Seller shall provide all explanations after the Buyer makes contact.
4. The Buyer declares that all data provided by him in the order form are true, while the Seller is not obliged to verify their truthfulness and correctness, although he has such a right in accordance with section 7.
5. The process of placing an order is completed by clicking the button that finalises the order. By clicking the button that finalises the order, the Buyer submits an offer to purchase selected Products from the Seller, under the conditions specified in the order form.
6. After receiving the order, the Seller, no later than within 7 (in words: seven) days from the date of receipt of the order, may:
 - a) accept the offer submitted by the Buyer by accepting the order for execution - in this case, the Agreement is concluded upon delivery to the Buyer of a message confirming the acceptance of the order to implement,
 - b) may not accept the Buyer's offer and cancel the placed order - in this case the Agreement is not concluded and all payments are returned to the Buyer, unless the Buyer has made at the order placement stage.

§ 5. Pre-sales

1. The Seller, in relation to some types of Products, may, but does not have to, organise a Pre-Order.
2. Products covered by the Pre-Order are clearly marked on the Site as Products available for Pre-Order. On the page of such Products, the Seller provides information from which date the Products are likely to be available and from what date the Products are likely to be handed over to Buyers.
3. For the purposes of concluding Agreements as part of the Pre-Sales, the provisions of § 4 shall apply accordingly.
4. The Seller reserves the right to change the date referred to in sec. 2, in particular as a result of delays in the delivery of the Product by third parties (e.g. manufacturers). The Seller will inform the Buyers about any changes to the dates related to the Pre-Order by posting information on the Website and sending an e-mail to the address provided by the Buyer.
5. In the event that the sale of the Products is not possible under the conditions provided for in the Pre-Order (e.g. suppliers fail to provide the appropriate amount or type of materials, the price of the materials will increase etc.), the Seller shall inform the Buyer of these circumstances.
6. If the Buyer who is a Consumer or PNPk does not agree to extend the Product delivery date or change the Product sales terms, he may resign from purchasing the Product, and the Seller refunds to such Buyer any payments made under the Pre-Order.

§ 6. Price and payments

1. The available payment methods for the order are described on the Website and presented to the

Buyer at the stage of placing the order.

2. If the Buyer chose online payment when placing the order, after clicking the button finalising the order, he will be redirected to the payment gateway operated by an external payment operator in order to pay for the order. If the Buyer has chosen payment by bank transfer, after clicking the button that finalises the order, he will be redirected to the Website with order confirmation and payment instructions. Payment for the order should be made within 24 hours of placing the order. After this period, the Seller may assume that the Buyer has resigned from purchasing the Product and cancel the order.
3. Electronic payments, including card payments, are handled by SendOwl (<https://www.sendowl.com/>).
4. The Seller may provide the Buyers with the option of making an E-payment, e.g. using a discount code, voucher or other e-coupon. In this case, the Buyer will be able to pay the Price, in whole or in part, by E-payment, in accordance with the instructions available on the order form page i know. Providing the possibility of making E-payments is not the Seller's obligation.
5. If the Buyer asks for an invoice, it is delivered to the Buyer electronically to the e-mail address provided in the order form.
6. All Prices quoted on the Website are gross prices.
7. The Seller is entitled to grant the Buyers rebates, reductions or other preferences related to the Price of their own choice, in particular as part of an organised promotional campaign. The details of promotional campaigns are specified in separate regulations of promotional campaigns. The buyer is not entitled to demand rebates, reductions or other preferences that do not result from the promotional campaign.
8. In each case of informing about the reduction of Product Prices, the Seller, next to the information about the reduced Price, also includes information about the lowest Product Price, which was in force during the period of 30 days before the introduction of the reduction life. If a given Product is offered for sale in a period shorter than 30 days, next to the information on the reduced Price, the Seller also includes information on the lowest Price of the Product, which was applicable in the period from the date of commencement of offering this Product for sale to the date of introduction of the discount.

§ 7. Execution of an order for Goods

1. The execution of the order consists in completing the ordered Goods, packing them for delivery to the Buyer and sending the shipment to the Buyer in accordance with the form of order delivery selected by the Buyer.
2. The order is considered fulfilled at the moment of sending the shipment to the Buyer (entrusting the shipment to a carrier engaged in transport). In the case of delivery via a carrier, the Seller shall inform the Buyer about the preparation of the Goods for shipment and handing over the shipment to the carrier. The exact date of delivery of the Goods is determined by the carrier, unless the carrier enables the Buyer to specify the exact date and time of delivery of the shipment. If the carrier provides such functionality, the Seller shall provide the Buyer with the data needed to monitor the transport of the Goods, in particular a link to the carrier's website or the carrier's application.
3. The buyer is obliged to examine the consignment in time and in the manner accepted for such consignments. If the Buyer found that there was a loss or damage to the Goods during transport, he is obliged to take all actions necessary to determine the carrier's liability, e.g. in the form of writing a damage report (Article 545 § 2 of the Civil Code).
4. The order fulfilment time is indicated for each Good. The ordered Goods should be released to the Consumer or PNPK within 30 days, unless a longer period has been expressly indicated by the Seller in the description of the Goods. In such a situation, when placing an order, the Buyer agrees to a longer order completion date resulting from the description of the Goods.
5. If the Buyer orders Goods with different delivery times, for the Seller the binding deadline for the

entire order is the longest of all Goods included in the order order, whereby the Seller may propose dividing the order into several independent shipments in order to speed up the delivery time for some of the Goods.

§ 8. Execution of an order for Digital Content

1. The execution of the order for Digital Content consists in providing the Buyer with the ordered Digital Content.
2. The Seller makes the Digital Content available to the Buyer not earlier than after positive payment authorisation or crediting the payment to its bank account. The Digital Content may be transferred to the Buyer immediately after the conclusion of the Agreement and payment for the order, or on dates specified by the Seller, depending on the type of Digital Content that purchased by Buyer.
3. The Buyer, depending on the Seller's choice and the technical capabilities of the Website, may gain access to the Digital Content by:
 - a) link sent to the Buyer to the e-mail address indicated by the Buyer or
 - b) user account to which the purchased Digital Content will be assigned or
 - c) a dedicated page of the Website where the purchased Digital Content is located.
4. Information whether the given Digital Content can be downloaded by the Buyer on its own carrier is included in the description of the Digital Content or instructions provided to the Buyer.
5. If the given Digital Content can be downloaded by the User, the Seller may introduce a download limit for the given Digital Content (e.g. the given Digital Content may only be downloaded 10 times). If a download limit is introduced, the Seller shall not expressly indicate to the Buyer how many times the Buyer may download the given Digital Content under the concluded Agreement.
6. The Seller may introduce time limits on access to a given Digital Content (e.g. access to a given Digital Content will be possible only for 3 months). If time limits are introduced, the Seller shall not expressly indicate to the Buyer for how long the Buyer will have access to the given Digital Content under the concluded Agreement. If the access to the Digital Content is defined by the Seller as lifetime access, and the Buyer obtains this access through the user's account, if it is necessary to close the user's account user (e.g. due to technological changes, termination of activity by the Seller), the Buyer is provided with the option of downloading the Digital Content to its own carrier in the time specified by the Seller within a period of not less than 14 days, counted from the dispatch to the Buyer's e-mail address assigned to the user's account, information about the planned liquidation of the user's account and the possibility of downloading the Digital Content on your own carrier.
7. The Digital Content is deemed to have been delivered when the Digital Content or the means that allows access to the Digital Content or downloading the Digital Content has been made available to the Buyer or a physical or virtual device that the Buyer has chosen for this purpose or when the Buyer or such device has accessed the Digital Content.
8. The Seller provides the Digital Content in the version valid on the date of delivery of the Digital Content and does not provide Updates after the date of delivery of the Digital Content - unless it is clearly indicated in the description of the Digital Content that the Digital Content also includes Digital Content Updates at a later date.
9. Subject to the provisions of permitted use, the Buyer may use the Digital Content only for its own purposes. Under no circumstances shall the Buyer have the right to share or sell the Digital Content or any elaborations thereof under its own designation, to incorporate the Digital Content or its fragments into its own products or services that it provides or sells, and other similar earning activities using Digital Content.
10. If the Buyer wants to use the Digital Content in his business or professional activity, he is obliged

to ask the Seller for a license for the given Digital Content by sending a message to the Seller's e-mail address. In order to conclude such an agreement, the Buyer should contact the Seller with a proposal to conclude a license agreement, informing the Seller in particular about the purposes for which it intends to use the Digital Content, and about the assumed time of use. Upon receipt of such a proposal, the Seller will submit an offer in accordance with its own licensing policy.

11. In the event that the Buyer gains access to the purchased Digital Content through a user account, it is prohibited to:
 - a) sharing the user account with other people or providing access data to the user account to other people,
 - b) unauthorised attempts to gain access to Digital Content that has not been assigned to the user's account as a result of their purchase,
 - c) taking actions that have a negative impact on the functioning of the ICT system under which the user's account operates, in particular through various types of hacking techniques, malicious software, etc.
 - d) making attempts to download Digital Content on your own carrier, while the Seller does not provide such a possibility,
 - e) using the user's account to conduct marketing activities,
 - f) using the functions available as part of the user's account in a way that violates the personal rights of other people or is contrary to good manners.
12. The Seller is entitled to make changes to the Digital Content during the term of the Agreement, with the exception of the Digital Content, which is delivered once. Changes in the scope of Digital Content that have been acquired by the Consumer or PNPk may be made subject to the following requirements:
 - a) changes to the Digital Content may be made only for justified reasons, in particular such as removal of defects, adaptation of the Digital Content to the needs of Buyers, adaptation of the Digital Content to legal changes or decisions of courts and authorities;
 - b) changes to the Digital Content may not involve costs on the part of the Consumer or PNPk;
 - c) The Seller will inform the Consumer or PNPk in a clear and understandable way about the change;
 - d) if a change in Digital Content significantly and negatively affects the Buyer's access to or use of Digital Content, the Seller is obliged to inform the Consumer or PNPk in advance, not less than than 7 days, on a durable medium, on the properties and date of introducing the change, as well as the rights related to these changes;
 - e) if the change in the Digital Content significantly and negatively affects the Buyer's access to or use of the Digital Content, the Consumer or PNPk may terminate the Agreement without observing the notice period within 30 days from the date of making a change to the Digital Content or informing about changes to the Digital Content, if the notification took place later than this change. The Buyer is not entitled to this right when the Seller provides the Consumer or PNPk, at no additional cost, with the right to keep the Digital Content unchanged in accordance with the Agreement.
13. In the event of a breach by the Buyer of the rules regarding the use of Digital Content, the Seller may block the Buyer's access to the Digital Content. The buyer will receive a message explaining the reasons for the block. The buyer may appeal the ban within 14 days of receiving the message. The Seller considers appeals within 14 days. Blocking access to Digital Content does not constitute a breach of the Agreement by the Seller and may not be the basis for the Buyer's claims for breach of the Agreement.
14. Digital Content may, but does not have to, be accompanied by additional benefits, e.g. access to a support group related to the purchased Digital Content, online meeting with the Seller or other persons, participation in additional webinars, etc. All such services are secondary to the main obligation of the Seller, which is to provide Digital Content in accordance with the Agreement and

are performed in accordance with the information available on the Website contained in the description purchased Digital Content. The Seller may provide for additional rules for the use of additional benefits aimed at ensuring comfort and a sense of security among all persons with access to specific benefits, e.g. rules of participation in a support group. Failure to comply with such rules may result in the Buyer being deprived of the possibility of using additional services, which, however, does not affect the Seller's performance of his main obligation in the form of providing the Content does not constitute a breach of the Agreement by the Seller and may not be the basis for the Buyer's claims for breach of the Agreement.

§ 9. Execution of an order for Basic Services

1. The implementation of the Basic Services consists in the fulfilment by the Seller of specific services that make up the subject of the Basic Service, as described on the Website.
2. In the event that the implementation of the Basic Service requires the active participation of the Seller, the Parties are obliged to agree on the details related to the performance of these Services, in particular the manner of the Service implementation of the Basic Service, the time and place of the Basic Service, etc. The provision of the Basic Services is conditional on reaching an agreement between the Parties in this regard.
3. If the commencement of the implementation of the Basic Services requires prior obtaining from the Buyer of specific data, information or other materials, the Buyer is obliged to provide them to the Seller no later than 5 days before the date of performance of the Basic Service, in a manner agreed with the Seller. In the event that the Buyer breaches this obligation, despite the Seller's request, the Seller is entitled to refuse to perform the Basic Service and such refusal does not constitute non-performance or improper performance of the Agreement by the Seller.
4. If the Seller will not be able to perform the Basic Service on the date previously agreed with the Buyer, he is obliged to inform the Buyer and propose a new date for the Basic Service. The Buyer may, within 5 days at the latest, either accept the new date or withdraw from the concluded Agreement and obtain a refund of the Price for the unrealized Basic Service.
5. If the Buyer will not be able to use the Basic Service within the period previously agreed with the Seller, he is obliged to inform the Seller about it. The Seller may propose a new date for the performance of the Basic Service (if such a possibility exists) or refuse to perform the Basic Service on a different date (due to the inability to perform Basic Service at a different time).
6. If the person using the Basic Service is to be a person other than the Buyer (e.g. an employee or co-employee of the Buyer), the Buyer is obliged to send the data this person to the Seller no later than 5 days before the day of providing the Basic Service. A change of the authorised person is possible no later than 5 days before the day of providing the Basic Service.
7. Basic Services should be provided no later than within 30 days from the date of conclusion of the Agreement. If the Seller was ready to provide the Basic Services, while the Buyer did not use the Basic Services for reasons attributable to him (e.g. did not appear on the agreed date) The Seller is not obliged to return the paid Price, taking into account the relevant consumer regulations in relation to Consumers or the PNPk.
8. The Seller is obliged to perform the Basic Service with due diligence.

§ 10. Withdrawal from the Consumer Agreement or PNPk without giving a reason

1. The Consumer or PNPk has the right to withdraw from the Agreement, which was concluded via the Website, without giving a reason within:
 - a) 14 days from the date of taking possession of the Goods by the Consumer or PNPk, or a third party indicated by the Consumer or PNPk, other than the carrier. If the Agreement covers many Goods that are delivered separately, in batches or in parts, the deadline for withdrawing from the Agreement is counted from taking possession of the last Good, its batch or part;

- b) 14 days from the date of conclusion of the Agreement - in the case of Agreements other than the agreement for the sale of Goods.
2. The right to withdraw from the Agreement does not apply to the Agreement:
 - a) statement of Services for which the Buyer is obliged to pay the Price, if the Seller has fully performed the Service with the express and prior consent of the Buyer who was informed before the commencement of the service that after the performance of the service by the Seller, he would lose the right to withdraw from the Agreement, and acknowledged this;
 - b) in which the subject of the service is non-prefabricated Goods, manufactured according to specifications Consumer or PNPk or serving to satisfy his individual needs;
 - c) in which the subject of the service is Goods that deteriorate quickly or have a short shelf life;
 - d) in which the subject of the service is Goods delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the packaging has been opened after delivery;
 - e) in which the subject of the service are Goods which after delivery, due to their nature, are inseparably connected with other items;
 - f) in which the subject of the service are sound or visual recordings or computer programs delivered in a sealed package, if the package was opened after delivery,
 - g) for the delivery of Digital Content not delivered on a tangible medium, for which the Consumer or PNPk is obliged to pay the Price, if the Seller has started the performance with the express and prior consent of the Buyer who was informed before the commencement of the service that after the performance of the service by the Seller, he would lose the right to withdraw from the Agreement, and acknowledged this, and the Seller sent the Buyer the confirmation referred to in Art. 21 sec. 2 of the Consumer Rights Act.
 3. In order to withdraw from the Agreement, the Consumer or PNPk must inform the Seller of his decision to withdraw from the Agreement by an unequivocal statement - for example, by a letter sent by post or e-mail.
 4. In order to keep the deadline for withdrawing from the Agreement, it is enough for the Consumer or PNPk to send information regarding the exercise of the Consumer's or PNPk's right to withdraw from the Agreement before the deadline for withdrawal money from the Agreement.
 5. The Consumer or PNPk is obliged to return the Goods to the Seller or hand them over to the person authorised by the Seller for collection immediately, but not later than 14 days from the date on which he withdrew from the Agreement, unless the Seller has offered to collect the Goods himself. To meet the deadline, it is enough to send back the Goods before its expiry.
 6. Consumer or PNPk bears the direct cost of returning the Goods.
 7. In the event of withdrawal from the Agreement, the Seller returns to the Consumer or PNPk all payments received from the Consumer or PNPk, including the costs of delivering the Goods (except for additional costs resulting from the method of delivery chosen by the Consumer or PNPk) than the cheapest ordinary delivery method offered when placing the order), immediately, and in any case, not later than 14 days from the date on which the Seller was informed about the decision to exercise the right to withdraw from the Agreement.
 8. The refund is made using the same payment methods that were used in the original transaction, unless the Consumer or PNPk expressly agreed to a different solution. In any case, the Consumer or PNPk does not incur any fees in connection with this return.
 9. If the Seller has not offered to collect the Goods from the Consumer or PNPk himself, he may withhold the reimbursement of payments received from the Consumer or PNPk until he receives the Goods back or the Consumer or PNPk provides proof of sending it back, depending on which event occurs first.
 10. Consumer or PNPk is responsible for the decrease in the value of the Goods as a result of using them in a way that goes beyond what is necessary to establish the nature, characteristics and

functioning of the Goods. The Seller has the right to set off its claims against the Buyer on this account in accordance with Art. 498 of the Civil Code and following.

§ 11. Warranty for defects and liability for the compliance of the Goods with the Agreement

1. The warranty for defects in the Goods, referred to in the provisions of the Civil Code, is excluded in the case of Contracts for the sale of Goods, which are concluded by Buyers other than the Consumer or PNPk.
2. For Contracts for the sale of Goods, which are concluded by the Consumer or PNPk, the provisions on liability for the compliance of the Goods with the Contract, which are contained in the Act on consumer rights, shall apply, taking into account the provisions of the Regulations. In the event that the Electronic Services provided by the Seller are also Digital Services, the Seller shall be responsible for the compliance of the Digital Services with the Agreement on the terms provided for in Chapter 5b of the Act on Consumer Rights.
3. The Seller is responsible towards the Consumer and PNPk for the compliance of the Goods with the Agreement. The conformity of the Goods with the Agreement is assessed in accordance with the provisions of the Act on Consumer Rights.
4. The Seller is responsible for the non-compliance of the Goods with Existing contract at the time of its delivery and disclosed within two years thereafter.
5. In the case of TzEC, the Seller is liable for non-compliance with the Contract for Digital Content or Digital Services provided in a continuous manner, which occurred or became apparent in time, where, in accordance with the Agreement, they were to be delivered, but not less than two years from the moment of delivery of the TzEC.

§ 12. Replacement or repair of Goods not in accordance with the Agreement

1. If the Goods are inconsistent with the Agreement, the Consumer or PNPk may demand that they be repaired or replaced.
2. The Seller may:
 - a) make a replacement when the Consumer or PNPk requests repair, or
 - b) make repairs when the Consumer or PNPk requests a replacement,if bringing the Goods into compliance with the Agreement in a manner chosen by the Consumer or the PNPk is impossible or would require excessive costs for the Seller.
3. If repair and replacement are impossible or would require excessive costs for the Seller, he may refuse to replace or repair in order to bring the Goods into compliance with the Agreement.
4. The Consumer or PNPk provides the Seller with the Goods subject to repair or replacement, and the Seller collects it at his own expense. Repair or replacement costs, including in particular, the costs of postage, transport, labor and materials are borne by the Seller.
5. The Seller makes the repair or replacement within a reasonable time, not longer than 21 days, from the moment which the Seller was informed by the Consumer or PNPk about the non-compliance of the Goods with Agreement, and without excessive inconvenience to the Consumer or PNPk, taking into account the specificity of the Goods and the purpose for which the Consumer or PNPk purchased it.

§ 13. Reduction of the Price or withdrawal from the Agreement in the case of Goods inconsistent with the Agreement

1. If the Goods are inconsistent with the Agreement, the Consumer or PNPk may submit a declaration of price reduction or withdrawal from the Agreement when:
 - a) The Seller refused to repair or replace the Goods in accordance with § 11 section 3;
 - b) the Seller has not brought the Goods into compliance with the Agreement;

- c) the non-compliance of the Goods with the Agreement still occurs, even though the Seller has tried to bring the Goods into compliance with the Agreement;
 - d) the non-compliance of the Goods with the Agreement is significant enough to justify a reduction in the Price or withdrawal from the Agreement without prior use of the measures referred to in § 11 section 1;
 - e) it is clear from the Seller's declaration or circumstances that he will not bring the Goods into compliance with the Agreement within a reasonable time or without undue inconvenience to the Consumer or the PNPk.
2. The reduced Price must be in such proportion to the Price resulting from of the Agreement, in which the value of the Goods inconsistent with the Agreement remains to the value of the Goods in accordance with the Agreement.
 3. The Seller returns to the Consumer or PNPk the amounts due as a result of the use of the right to reduce the Price immediately, no later than within 14 days from the date of receipt of the Consumer's or PNPk's statement on the Price reduction.
 4. The Consumer or PNPk may not withdraw from the Agreement if the lack of compliance of the Goods with the Agreement is immaterial. It is presumed that the lack of conformity of the Goods with the Agreement is significant.
 5. If the lack of conformity with the Agreement concerns only some of the Goods delivered under the Agreement, the Consumer or PNPk may withdraw from the Agreement only in relation to these Goods, as well as in relation to other Goods purchased by the Consumer or PNPk together with non-conforming Goods, if the Consumer or PNPk cannot reasonably be expected to agree to retain only the Goods in conformity with the Contract.
 6. In the event of withdrawal from the Agreement, the Consumer or PNPk immediately returns the Goods to the Seller at his expense. The Seller returns the Price to the Consumer or PNPk immediately, no later than within 14 days from the date of receipt of the Goods or proof of their return.
 7. Seller returns the Price using the same method of payment as used by the Consumer or PNPk, unless the Consumer or PNPk has expressly agreed to a different method of return, which does not bind for him at no cost.

§ 14. Responsibility for compliance of the Digital Content with the Agreement

1. The warranty for defects in Digital Content, referred to in the provisions of the Civil Code, is excluded in the case of Agreements concluded by Buyers other than Consumers or PNPk.
2. Agreements concluded by the Consumer or PNPk are subject to the provisions on liability for compliance of Digital Content with the Agreement, which are contained in the Act on consumer rights, taking into account date of the provisions of the Regulations.
3. The Seller is responsible towards the Consumer and PNPk for the compliance of the Digital Content with the Agreement. The compliance of the Digital Content with the Agreement is assessed in accordance with the provisions of the Act on Consumer Rights.
4. For Digital Content:
 - a) delivered at one time or in parts - the Seller is responsible for the lack of conformity of the Digital Content with the Agreement, which existed at the time of their delivery and became apparent within two years from that time;
 - b) delivered in a continuous manner - the Seller is responsible for the lack of compliance of the Digital Content with the Agreement, which occurred or was revealed at the time when, in accordance with the Agreement, were to be delivered.
5. In the event that the Seller provides the Digital Content on a continuous basis, the Digital Content should be consistent for the time of their delivery in accordance with the Agreement.

§ 15. Making the Digital Contents compliant with the Agreement

1. If the Digital Content is inconsistent with the Agreement, the Consumer or PNPk may demand that the Digital Content be brought into compliance with the Agreement.
2. If bringing the Digital Contents into compliance with the Agreement is impossible or would require excessive costs for the Seller, the Seller may refuse to bring the Digital Contents into compliance with the Agreement.
3. The Seller brings the Digital Contents into compliance with the Agreement within a reasonable time, not longer than 21 days, from the moment which the Seller was informed by the Consumer or PNPk about the lack of compliance of the Digital Content with Agreement, and without undue inconvenience to the Consumer or PNPk, taking into account their nature and the purpose for which they are used.
4. The costs of bringing the Digital Content into compliance with the Agreement shall be borne by the Seller.

§ 16. Reduction of the Price or withdrawal from the Agreement in the event of non-compliance of the Digital Content with the Agreement

1. If the Digital Content is inconsistent with the Agreement, the Consumer or PNPk may submit a statement of price reduction or withdrawal from the Agreement when:
 - a) The Seller refused to bring the Digital Content into compliance with the Agreement in accordance with § 10 sec. 2;
 - b) the Seller has not brought the Digital Content into compliance with the Agreement;
 - c) the non-compliance of the Digital Content with the Agreement continues, even though the Seller has tried to bring the Digital Content into compliance with the Agreement;
 - d) the lack of compliance of the Digital Content with the Agreement is significant enough to justify a reduction in the Price or withdrawal from the Agreement without prior use of the measures referred to in § 10 section 1;
 - e) it is clear from the Seller's representation or circumstances that it will not bring the Digital Content into compliance with the Agreement within a reasonable time or without undue inconvenience to the Consumer or the PNPk.
2. The reduced Price must be in such proportion to the Price resulting from of the Agreement, in which the value of the Digital Content that is inconsistent with the Agreement remains to the value of the Digital Content that is compliant with the Agreement. If the Digital Content is delivered in parts or continuously, the reduction of the Price should take into account the time during which the Digital Content remained inconsistent with the Agreement.
3. The Seller is obliged to return to the Consumer or PNPk the Price due to him immediately, not later than within 14 days from the date of receipt of the Consumer's or PNPk statement on the price reduction.
4. The Consumer or PNPk may not withdraw from the Agreement if the Digital Content is delivered in exchange for the payment of the Price and the lack of compliance of the Digital Content with the Agreement is immaterial. It is presumed that the lack of compliance of the Digital Content with the Agreement is significant.

§ 17. Settlement with the Consumer or PNPk in the event of withdrawal from the Agreement

1. In a situation where the Buyer who is a Consumer or PNPk withdraws from the Agreement:
 - a) as part of the rights resulting from the consumer warranty for non-compliance of the Digital Content with the Agreement;
 - b) in the event of failure by the Seller to deliver the Digital Content, despite the Buyer's request, the provisions of this paragraph shall apply to settlements between the Parties.

2. If the Seller has provided the Digital Content on a tangible medium, the Seller may demand the return of this medium at the latest within 14 days from the date of receipt of the withdrawal statement, and the Consumer or PNPk is obliged to return the carrier immediately, not later than within 21 days, at the expense of the Seller.
3. The Seller is obliged to return the Price only in the part corresponding to the Digital Content that is inconsistent with the Agreement or the Digital Content for which the obligation to deliver them has been waived as a result of withdrawing from the Agreement. At the same time, the Seller is not entitled to demand payment for the time when the Digital Content was inconsistent with the Agreement, even if the Consumer or PNPk actually used them before withdrawing from the Agreement.
4. The Seller is obliged to return to the Consumer or PNPk the Price due to him immediately, not later than within 14 days from the date of receipt of the Consumer's or PNPk statement on withdrawal from the Agreement.
5. The Seller refunds the due Price using the same method of payment as used by the Consumer or PNPk, unless the Consumer or PNPk has expressly disagreed with a different method of return, which it does not involve any costs for him.

§ 18. Return of User Content

1. After withdrawing from the Agreement, the Seller may not use User Content, with the exception of User Content that:
 - a) are only useful in connection with the Digital Content;
 - b) they concern only the activity of the Consumer or PNPk when using the Digital Content;
 - c) have been combined by the Seller with other data and cannot be disconnected without undue difficulty;
 - d) have been produced jointly with other Consumers or PNPk who can still use them.
2. At the Consumer's or PNPk's request, the Seller shall make available to such a Buyer, at its own expense, within a reasonable time and in a commonly used machine-readable format, User Content, which which were generated or provided during the use of the Digital Content. This obligation does not apply to the return of the User Content referred to in par. 1 point a) - c).

§ 19. Personal data and cookies

1. Buyer's personal data is the Seller.
2. The website uses cookie file technology.
3. Details related to personal data and cookies are described in the privacy policy available at <https://www.thingrex.com/formal/> .

§ 20. Intellectual property rights

1. The Seller instructs the Buyer that all content available on the Website, Digital Content and elements of Digital Content (e.g. graphic designs) may constitute works within the meaning of the Act of February 4, 1994. on copyright and related rights, the copyrights of which are vested in the Seller or other authorized entities, as well as databases protected under the provisions of database protection.
2. The Seller instructs the Buyer that the use of content covered by copyright or the use of databases by the Buyer without the consent of the Seller or other authorised entity, except for use within the framework of fair use, constitutes a violation of rights in intellectual property and may result in civil or criminal liability.

3. The Seller may conclude a separate license agreement with the Buyer related to the Buyer's use of content or databases belonging to the Seller (e.g. by using product photographs, using descriptions of the Digital Content, etc.). In order to conclude such an agreement, the Buyer should contact the Seller with a proposal to conclude a license agreement, informing the Seller in particular about the purposes for which it intends to use the content or databases belonging to the Seller, and the assumed duration of use. Upon receipt of such a proposal, the Seller will submit an offer in accordance with its own licensing policy.

§ 21. Opinions

1. The Seller may provide the Buyers with the option of posting opinions about the Website, the Seller or the Goods - as part of the Website or external websites belonging to third parties. In such a case, the provisions of this paragraph shall apply to posting opinions.
2. Posting an opinion is possible after using the Website, in particular after concluding the Agreement, and posting an opinion is possible at any time.
3. The Buyer should formulate opinions in a reliable, honest and substantive manner, linguistically correct if possible and without using profanity and other words commonly considered offensive.
4. It is forbidden to post reviews:
 - a) without using the Website first;
 - b) on Digital Content that the Buyer did not use or did not purchase,
 - c) fulfilling the characteristics of an act of unfair competition within the meaning of Art. 3 of the Act of 16 April 1993 on Combating Unfair Competition;
 - d) infringing the personal rights of the Seller or a third party;
 - e) by paid users, in particular for the purpose of artificially increasing the rating of the Digital Content.
5. The Seller may at any time verify whether the posted opinions are compliant with the Regulations, and in particular whether they come from Buyers who actually used the Digital Content or purchased Digital Content. In addition, in the event of any doubts of the Buyer regarding the posted opinions, the Buyer may submit the opinion to the Seller for verification. After receiving the notification from the Buyer, the Seller will take action, appropriate to its capabilities, which will be aimed at verifying the posted opinion.
6. of posting an opinion that does not meet the requirements provided for in the Regulations, the Seller may refuse to publish the opinion or remove it.

§ 22. Out-of-court methods of dealing with complaints and pursuing claims

1. The Consumer has the option of using out-of-court means of dealing with complaints and pursuing claims. The Consumer has, among other things, the possibility to:
 - a) apply to a permanent consumer arbitration court with a request to settle a dispute arising from the concluded Agreement,
 - b) apply to the voivodship inspector of the Trade Inspection with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Buyer and the Seller,
 - c) use the assistance of the powiat (municipal) consumer ombudsman or social organisation whose statutory tasks include consumer protection.
2. More detailed information on out-of-court methods of dealing with complaints and pursuing claims can be found on the website <http://polubowne.uokik.gov.pl>.
3. The Consumer may also use the ODR platform, which is available at <http://ec.europa.eu/consumers/odr>. The platform is used to resolve disputes between consumers and entrepreneurs

seeking out - of - court settlement of a dispute regarding contractual obligations arising from an online sales contract or a contract for provision of services

§ 23. Complaints and calls

1. Each Buyer has the right to submit a complaint in matters related to the functioning of the Website or the performance of the Agreement.
2. Complaints should be reported to the Seller at lmtx@thingrex.com .
3. The complaint form can be found at <https://www.thingrex.com/formal/>
4. Complaints of the Buyers will be considered on an ongoing basis, but not later than within 14 days from the date of receipt of the complaint by the Seller.
5. The response to the complaint will be sent to the Buyer to the contact provided by the Buyer when submitting the complaint.
6. If the Seller has failed to deliver the Digital Content in accordance with the Agreement, the Buyer may file a complaint requesting the Seller to deliver the Digital Content. If, despite this request, the Seller fails to deliver the Digital Content immediately or within an additional period agreed between the Parties, the Buyer may withdraw from the Agreement. The Buyer may withdraw from the Agreement without requesting the Seller to deliver the Digital Content when:
 - a) it is clear from the Seller's declaration or circumstances that the Seller will not deliver the Digital Content;
 - b) The parties have agreed or the circumstances of concluding the Agreement clearly indicate that the specified date of delivery of the Digital Content was of significant importance to the Buyer, and the Seller did not deliver them within this period.

§ 24. Final provisions

1. The Seller reserves the right to introduce and cancel offers, promotions and to change the Prices on the Website without prejudice to the rights acquired by the Buyer, including in particular the terms and conditions of Agreements concluded before the change.
2. The Seller reserves the right to make changes to the Regulations for important reasons, such as changes in the law, technological changes, business changes.
3. The Regulations in force at the time of concluding the Agreement shall apply to Contracts for the sale of Goods.
4. The Regulations in force at the time of concluding the Agreement shall apply to the Agreement for the Provision of Basic Services.
5. For Agreements regarding Digital Content delivered once, the Regulations in force at the time of concluding the Agreement shall apply.
6. In the case of Contracts for Digital Content that are delivered through a user account (e.g. an online course with annual access), the Buyer will receive to the e-mail address assigned to the account the user with information about the change in the Regulations. The Buyer may terminate the Agreement within 30 days of informing him of the change, if the change to the Regulations significantly and negatively affects the Buyer's access to or use of Digital Content.
7. In the case of Contracts for Electronic Services, the Buyer will receive information about the change in the Regulations to the e-mail address related to the given Electronic Service. If the Buyer does not accept the changes to the Regulations, he may terminate the Agreement with immediate effect, e.g. by deleting the account on the Website or resigning from receiving the newsletter.
8. Any disputes related to the Agreements concluded via the Website will be considered by the Polish common court competent for the place of permanent business activity by the Seller. This

provision does not apply to Consumers and PNPk, in the case of which the jurisdiction of the court is determined on general terms.

9. These Regulations are valid from April 1, 2023.
10. All archival versions of the Regulations are available for download in the.pdf format - links are located below the Regulations.