

### **§1 Definitions**

1. **Seller/Seller** – Grażyna Horowitz – an entrepreneur conducting business under the name GRADATIM Grażyna Horowitz – with its registered office in Tarnowo Podgórne, 62-080 Tarnowo Podgórne, ul. Owocowa 10, VAT ID: 953-162-70-50, REGON 301043396.
2. **Customer/Buyer** – a natural person, legal person, or organizational unit without legal personality, to which special provisions grant legal capacity, who places Orders in the Store.
3. **Civil Code** – the Act of 23 April 1964 (Journal of Laws No. 16, item 93, as amended).
4. **Terms and Conditions** – these Terms and Conditions for the provision of electronic services within the online store [www.registration.gradatim-sympozja.pl](http://www.registration.gradatim-sympozja.pl).
5. **Online Store (Store)** – the online store operating at [www.registration.gradatim-sympozja.pl](http://www.registration.gradatim-sympozja.pl).
6. **Goods** – products presented in the Online Store.
7. **Sales Agreement** – a sales agreement for Goods within the meaning of the Civil Code, concluded between the Seller and the Customer via the Online Store.
8. **Order** – a declaration of intent by the Customer, directly aimed at concluding a Sales Agreement, specifying in particular the type and quantity of Goods.
9. **"Cookies"** – small text files sent to the Customer's computer, containing information necessary for the proper functioning of the Store, in particular the authorization process. No personal data is processed or stored using cookies.
10. **Consumer Rights Act** – the Act of May 30, 2014, on consumer rights (Journal of Laws of 2014, item 827).
11. **Act on the Provision of Electronic Services** – the Act of July 18, 2002, on the Provision of Electronic Services (Journal of Laws No. 144, item 1204, as amended).

### **§2 Introductory Provisions**

1. Through the Online Store, the Seller sells products described on the Store's websites.
2. The following terms and conditions define the terms and conditions of use of the Store and the Platform, as well as the rights and obligations of the Seller and Buyers towards each other.
3. The Store may be used using a device with internet access, equipped with one of the following web browsers that accept cookies and support JavaScript: Internet Explorer version 11.0 or higher, or Opera version 49.0 or higher, or Firefox version 57.0 or higher, or Google Chrome version 60.0 or higher, or Safari version 11.0 or higher, and an email address.
4. The Buyer is obligated to use the Store in accordance with its intended purpose, in a manner consistent with the law and good manners, while respecting the personal rights and intellectual property rights of third parties. Above all, the Customer is obligated to refrain from any activity that could affect the proper functioning of the Store.
5. The primary service provided electronically to the Buyer by the Seller is enabling the Buyer to place an order in the Store via the website.
6. The Customer's account stores their personal data and the history of orders placed in the Store. The Buyer logs in to the Account using their personal email address and a password they have defined.
7. An account in the Store is created by completing and submitting a registration form using the Store's automated mechanism. Upon submitting the registration form, an account management agreement is concluded between the Buyer and the Seller. This agreement is concluded for an indefinite period, and the Buyer may terminate this agreement at any time with immediate effect by deleting their account.

8. The Buyer may choose to subscribe to the Newsletter. In this case, the Seller provides the Buyer with an additional electronic service, consisting of sending the Buyer emails containing information about new products, promotions, products, and services. Subscription to the Newsletter is possible by completing and submitting the subscription form. The Buyer may unsubscribe from the Newsletter at any time by sending a relevant request to the Seller via email.
9. Services are provided electronically to the Buyer free of charge, but concluded sales contracts are subject to a fee.
10. To ensure the Buyer's safety and the transfer of data in connection with the use of the Store, the Seller takes technical and organizational measures appropriate to the level of security risk to the services provided, in particular measures to prevent the acquisition and modification of personal data by unauthorized persons.
11. The Buyer should inform the Seller of any irregularities or interruptions in the operation of the Store. Any complaints related to the operation of the Store may be submitted by the Buyer via email to the following address: [sct@gradatim-sympozja.pl](mailto:sct@gradatim-sympozja.pl). In the complaint, the Buyer should provide their name, surname, mailing address, as well as the type and date of the irregularity related to the operation of the Store. The Seller will review all complaints within 14 days of receiving the complaint and will inform the Customer of its resolution via email to the complainant's email address.

### **§ 3. Placing Orders**

1. When placing an order, the Buyer must complete full registration, thereby becoming a registered Customer.
2. To log in to the Store, the Customer must provide a login and password, necessary to access their account. The Customer's login is the email address they provided.
3. The price listed for each Product is binding at the time the Customer places the Order. All final prices listed on the Store's website are in Polish currency and include gross prices.
4. The Store displays the Product or service price clearly and unambiguously. Whenever a price reduction for a Product or service is announced, the Store displays the lowest price for the Product available at [www.gradatim-sympozja.pl](http://www.gradatim-sympozja.pl) within the last 30 days before the price reduction is applied, for example, due to a temporary promotion in the online store.
5. The ordering process ends by clicking the button that finalizes the order. Clicking the button to finalize the order constitutes a declaration of intent by the Buyer, leading to the conclusion of a sales contract with the Seller for the product, such as a ticket entitling them to participate in the conference.
6. After clicking "finalize order," the Buyer will be redirected to a payment gateway operated by a third-party payment provider to complete the payment for their order.
7. The Buyer must provide accurate personal information in the order form. The Buyer is responsible for providing false personal information. The Seller reserves the right to suspend order processing if the Buyer provides false information. The Seller is not obligated to verify its accuracy.
8. If the personal information provided by the Buyer raises reasonable doubts about its accuracy, the Buyer will be informed by phone or email of the Seller's concerns. In such a situation, the Buyer has the right to clarify all circumstances related to verifying the accuracy of the data provided. In the absence of data that would allow the Seller to contact the Buyer, the Seller will provide all necessary clarifications after the Buyer has contacted them.
9. If difficulties in contacting the Buyer due to the reasons referred to in paragraph 8 above persist for a period exceeding 14 days, the Seller will have the right to withdraw from the contract. This right will be available to the Seller for a period of 3 months from the first day on which the right becomes available.

10. If the data provided in the Order is incomplete, the Seller will contact the Customer. If contact is not possible, the Seller has the right not to fulfill the Order.

11. If the Seller withdraws from the contract, the Seller will refund the Buyer the amount paid for the order using the same payment method used by the Buyer and will retain the products included in the order.

12. After placing the Order, the Customer will receive an email confirmation of its receipt and acceptance by the Store or information that the Order cannot be fulfilled.

#### **§4. Payment Terms.**

1. The Buyer pays for orders placed in the Store in the following ways (to choose from):

1.1 via the tPay system

1.2 by bank transfer to the Seller's bank account before shipment:

Gradatim Grażyna Horowitz

ul. Owocowa 10

62-080 Tarnowo Podgórne

ING Bank Śląski no. PL 85 1050 1533 1000 0090 8464 0870

The transfer order must include the following in the transfer title:

- Customer's name and surname or company name,
- Order number.

1.3 payment in cash or by card at the Seller's stationary point.

2. A sales receipt will be issued and sent via email to the email address provided during the purchase process.

3. The Seller will issue a VAT invoice upon request, expressed by checking the "Invoice Details" box during the ordering process and completing the required information. By making a purchase in the Store and requesting an invoice, the Customer automatically authorizes the Store to issue an invoice without a signature. The invoice will be sent electronically to the Buyer's email address.

4. The Tpay online payment system is operated by Krajowy Integrator Płatności S.A. ul., Plac Władysława Andersa 3, 61-894 Poznań, NIP: 7773061579, REGON: 30087843700000, KRS: 0000412357.

5. The recipient of payments processed through the registration system via the TPay payment system is Gradatim Grażyna Horowitz, ul. Owocowa 10, 62-080 Tarnowo Podgórne, NIP: 953 162 7050, REGON: 301043396.

#### **§ 5. Delivery of Ordered Goods**

1. Ordered Goods are delivered via email to the email address provided in the Online Store system.

2. After the Buyer places an order, an order confirmation will be sent to the Buyer's email address, and the Seller will begin processing the order.

3. Order processing begins on the day the payment is credited to the Seller's bank account provided in the Order confirmation. In the case of an Order placed on a public holiday, processing of the Order will begin on the next business day.

4. Order processing time should not exceed 7 business days, unless otherwise expressly stated on the Store's website.

5. If the Customer cancels the Order due to the Seller's inability to fulfill it in full or in part, and has

already transferred the amount specified in the order form to the Seller's account, the Seller will immediately, no later than within 5 business days, refund the amount transferred for the Order to the account specified by the Buyer.

#### **§6. Withdrawal from the Contract**

1. The Customer has the right to withdraw from the purchased goods without giving a reason within 14 days of receiving the confirmation referred to in §5 point 2. To meet this deadline, it is sufficient to send an appropriate statement before its expiry to the email address provided in the email confirming acceptance of the order.
2. The refund will be made within 14 business days by bank transfer to the account from which the Buyer made the payment or to an account expressly designated by the Buyer.

#### **§ 7. Complaints Procedure**

1. Complaints will be processed no later than 7 business days after their submission.
2. Complaints should be sent by email to the address provided in the email confirming receipt of the order or by traditional mail to the Seller's registered office address.
3. The Seller will respond to the Buyer's complaint within 14 days of receiving the complaint via the same means of communication used to submit the complaint.

#### **§8. Personal Data and Cookies**

1. The Seller is the controller of the Buyer's personal data.
2. Details regarding the processing of personal data and the use of cookies can be found in the "Privacy Policy" tab.

#### **§9. Force Majeure**

1. Neither party shall be liable for failure to fulfill any obligation arising from the purchasing process in the Store due to force majeure. The term "force majeure" shall be understood as a sudden external event, impossible or nearly impossible to predict, the consequences of which cannot be prevented, preventing the proper fulfillment of the order – including, in particular, epidemic threats, epidemics, other sanitary and epidemiological threats related to the actions of public authorities, natural disasters, wars, acts of terrorism, strikes, and orders of public authorities limiting or preventing the Seller from conducting its business.
2. If force majeure prevents the Seller from fulfilling its obligations, it shall immediately notify the Seller of such interruption and the cause thereof.
3. If the circumstances specified in §9.1 occur, the Seller shall inform the Buyer accordingly.
4. Notification of changes shall be made by sending information by email to the address provided during registration and by posting appropriate information on the Store's website.
5. The Seller shall not cover any lost profits or costs incurred by the Buyer in connection with the changes described in §9.

#### **§10. Final Provisions**

1. The Seller reserves the right to amend these Terms and Conditions, provided that the version of the Terms and Conditions in effect at the time the Customer places the Order shall apply to Orders placed before the amendment to the Terms and Conditions. Buyers who have an account in the Store or Platform will be notified of any changes to the Terms and Conditions by email to the email address assigned to their account. If the Buyer does not accept the new Terms and Conditions, the Buyer has the right to delete the account free of charge.

2. The Seller agrees to submit any disputes arising from the concluded agreements to mediation. Details will be determined by the parties to the dispute.
  3. Disputes arising from the application of these Terms and Conditions and in connection with the performance of contracts concluded between the Store and Customers will be resolved by a competent court in accordance with the provisions on property and local jurisdiction in accordance with the Act of November 17, 1964, the Code of Civil Procedure.
  4. The Seller reserves the right to make changes to the prices of the Goods offered.
  5. To the fullest extent permitted by law, the Seller is not liable for:
    - disruptions, including interruptions in the operation of the Store caused by the Store's incompatibility with the Customer's technical infrastructure,
    - blocking by email server administrators of sending messages to the email address provided by the Customer, and for the deletion and blocking of emails by software installed on the computer used by the Customer.
- Regulations are effective as of September 30, 2025.