

## Terms of Use

GALERIA STAROWICZ TERMS OF USE OF THE ONLINE STORE available at [www.galeriastarowicz.pl](http://www.galeriastarowicz.pl)

### § 1. GENERAL PROVISIONS

Galeria Starowicz and its online store are available on the website: [www.galeriastarowicz.pl](http://www.galeriastarowicz.pl)

Both the website and the online store are owned by EL-MAR with its registered office at ul. Borowinowa 21, Kraków (postal code 30-698), NIP 679-219-49-67 (hereinafter EL-MAR), a business run by Elżbieta Starowicz on the basis of entry into the Polish Central Register and Information on Business Activity (CEIDG), REGON 360755969.

On the Starowicz Gallery website, as part of its publicly available functionality, we present photos and short descriptions of the works of art on offer in our online store. Detailed information about a given product, such as its price and terms of purchase and delivery, is available only to the Users who have created their personal Accounts via the registration form. Having logged in to his/her active Account, each User may obtain such information.

The Terms of Use concerning the Galeria Starowicz website and making purchases in the online store are addressed to both consumers and entrepreneurs.

#### Definitions:

Order Form - an interactive form available in the online store which enables one to place an Order, in particular by adding Products to the electronic basket and specifying the terms of the Sale Agreement, including the method of delivery and payment (Electronic Service);

User or Customer: (1) a natural person who is over 18 years of age and has full legal capacity; (2) a legal entity; (3) an organizational unit without legal personality which is granted legal capacity by law;

- who has concluded or intends to conclude an agreement under these Terms of Use and has created an Account for this purpose via the available registration form, regardless of whether he or she acts as a Consumer or an Entrepreneur;

Account - a set of data marked with an individual name (login) and password provided by the User in the Service Provider's IT system, which collects data provided by the User and information about the Orders placed by the User in the online store, and to which access can be obtained as part of the free registration of the Account in the process of completing the registration form (Electronic Service);

Newsletter - an electronic service provided by the Service Provider via e-mail by which all Users may automatically receive from the Service Provider subsequent editions of the newsletter containing information about products, new products and promotions available in the Galeria Starowicz online store. The Service Provider decides on the frequency of sending the newsletter and the content thereof. Consent to receiving the newsletter is voluntary and may be withdrawn at any time. (Electronic Service);

Product – a movable item available in the Galeria Starowicz online store, which is the subject of the Sale Agreement between the Customer and the Seller;

Terms of Use - these terms of use of the Galeria Starowicz online store at [www.galeriastarowicz.pl](http://www.galeriastarowicz.pl);

Service Provider or Seller - EL-MAR run by Elżbieta Starowicz, selling Products in the online store available at [www.galeriastarowicz.pl](http://www.galeriastarowicz.pl);

Sale Agreement - a Product sale agreement concluded or to be concluded between the Customer and the Seller via the Galeria Starowicz online store (in case of the Product's delivery outside Poland, also by e-mail arrangements);

Electronic Service - a service provided electronically by the Service Provider to the User in accordance with the Act on the Provision of Electronic Services (consolidated text: Journal of Laws of 2024, item 1513, as amended) via the Galeria Starowicz website;

Consumer – in accordance with art. 22(1) of the Civil Code, a natural person concluding with an entrepreneur a legal transaction that is not directly related to his or her business or professional activity; under these Terms of Use, the definition of Consumer includes a natural person running a business and concluding an agreement directly related to the business activity conducted in the case where according to the agreement, such agreement is not of a professional nature for that person, in particular in view of the scope of his or her business activity as specified in the CEIDG.

Entrepreneur - a legal person concluding an agreement under the Terms of Use for business purposes or a natural person conducting business activity and concluding an agreement directly related to his or her business activity, especially in the case where the scope of such business activity, as disclosed in the CEIDG, shows that that person is engaged in the purchase and/or sale of goods similar to the Products;

Order - the Customer's declaration of will submitted in the Order Form the direct purpose of which is to conclude a Product Sale Agreement with the Seller.

## § 2. SCOPE OF SERVICES OF GALERIA STAROWICZ AND HOW TO USE THEM

2.1. Galeria Starowicz offers the following website functionalities, which are electronic services:

Account – you may start using the Account after completing the Account registration process, which requires completing the following steps: (1) filling out the Account registration form, in which you must provide your individual User name, e-mail address, first name and surname and telephone number, as well as set a password for the Account consistent with the level of security required by the Service Provider; (2) confirming - by checking the relevant box - that you have read the Terms of Use and the Privacy Policy and consent to the processing of your personal data in accordance with the rules set out therein; (3) sending the registration form to the Service Provider by clicking the "Register" field; (4) confirming the will to create (activate) an Account by clicking on the confirmation link sent automatically to the e-mail address provided during the registration process; failure to activate the Account in this way within 7 days from sending the registration form will require you to repeat the process of creating an Account, because the confirmation link expires after 7 days from its delivery to the e-mail address indicated in the registration form.

Additionally, in the process of completing the registration form, you may also give your consent to receive the Newsletter; however, such consent is not necessary for setting up and use of the Account.

Order Form - the use of the Order Form is possible after the User (Customer) has logged in to the Account and begins when he/she adds the first Product offered at Galeria Starowicz to the electronic cart in the Online Store. The Order is placed after

the Customer has completed the following steps: (1) filling out the Order Form, in which the following data regarding the Customer must be provided: first name and surname/company name, address (street, house/apartment number, postal code, city, country), e-mail address, contact telephone number; in case of those Customers who are not consumers, it is necessary to provide the company name and NIP number, specify the place of delivery (if different from the Customer's address) and submit the data regarding the Sale Agreement, namely, the Product or Products being the subject of the purchase, their quantity, method of delivery and method of payment; some of the Customer's data will appear automatically if the Customer has completed his profile in the Account, so the Customer should always verify the correctness of such data and, if necessary, make appropriate changes in the Order Form; (2) after completing the Order Form, clicking the "I am making a purchase with the obligation to pay the price" field on the Online Store website. Placing an order is tantamount to committing to pay for the Product(s) indicated in the Order. From the moment the Order is sent, it is not possible for the User to change the data submitted in the Order Form. If an error has occurred and the User wishes to correct it, the User should contact the Seller directly; however, the Seller may consent to such correction on the condition of completing of additional formalities or may refuse his consent, depending on the nature of the correction and at what stage of the transaction the request for it was submitted.

Newsletter - the Newsletter function is active if during the Account creation process the User has given his consent to receiving the Newsletter in the registration form; the User may also give such consent later by changing the settings in the User's profile in the Account Settings tab.

2.2. The electronic Account service is provided free of charge for an indefinite period of time. The User may, at any time and without giving a reason, delete the Account by sending an appropriate request to the Service Provider, in particular, via e-mail to the following address: [kontakt@galeriastarowicz.pl](mailto:kontakt@galeriastarowicz.pl) or in writing to the following postal address: ul. Borowinowa 21, Kraków (postal code 30-698). The Service Provider reserves the right to store the User's personal data after closing the Account for a period necessary to comply with the obligations arising from applicable law, in particular with respect to tax regulations, as well as for the duration of the right to pursue claims related to the Sale Agreements concluded and the services provided.

2.3. The electronic Order Form service is provided free of charge as a one-off service which is finished when the given Order is placed via it or when the Customer discontinues the Order placement process before its completion.

2.4. The electronic Newsletter service is provided free of charge for an indefinite period of time; the Service Provider may terminate this service or temporarily suspend it at any time without having to inform the User about such termination or suspension. The Service Provider also decides on the frequency and content of each Newsletter. The User has the option, at any time and without giving a reason, to unsubscribe from the Newsletter by: sending an appropriate request to the Service Provider, in particular via e-mail to the following address: [kontakt@galeriastarowicz.pl](mailto:kontakt@galeriastarowicz.pl), in writing to the following postal address: ul. Borowinowa 21, Krakow (postal code 30-698), or by clicking on the appropriate link deactivating the receipt of the Newsletter, which is located at the bottom of each e-mail with the Newsletter; moreover, the User may deactivate the receipt of the Newsletter within the Account by unchecking this functionality in the User Profile in the Account Settings tab.

2.5. Technical requirements necessary for the compatibility with the Service Provider's IT system:

1. a computer, a laptop or another multimedia device with Internet access;
2. access to e-mail;
3. a current version of one of the following web browsers: Google Chrome, Mozilla Firefox, Microsoft Edge, Safari or Opera;
4. recommended minimum screen resolution: 1024x768 pixels;
5. cookies and JavaScript support enabled in the browser. The Service Provider is not responsible for the inability to use or disruptions in the use of the Galeria Starowicz website and its functionalities that are caused by the actions of external service providers.

2.6. All data provided by the User when using the Galeria Starowicz website and its functionalities must apply to him or he must be authorized to provide them. The data provided by the User must be consistent with the actual situation.

2.7. The User is obliged to use the services of Galeria Starowicz provided via the website in a manner consistent with law and good practices, in particular respecting personal rights and copyrights and intellectual property of the Service Provider and third parties.

2.8. Please note that the public nature of the Internet and the use of services provided electronically involve the risk that the User's (Customer's) data are obtained or modified by unauthorized persons. Therefore, each User (Customer) should apply appropriate technical measures to minimize such risks. In particular, he should use antivirus programs and programs that protect the identity of Internet users. The User (Customer) is also obliged to protect and not disclose to unauthorized persons the Account password or other data enabling the password to be changed.

2.9. Any objections or inquiries related to the provision of electronic services and the operation of the Galeria Starowicz website may be submitted in writing to the following postal address: ul. Borowinowa, Kraków (postal code 30-698) or in electronic form via e-mail to the following address: kontakt@galeriastarowicz.pl

### § 3 TERMS OF SALE AGREEMENT

3.1. The Sale Agreement between the User (Customer) and the Seller may be concluded after the User's logging in to the User Account and placing an Order via the Order Form.

3.2. The Product price shown on the Galeria Starowicz Online Store website is specified in Polish zlotys and includes all taxes required by law and the costs of the Product's delivery in Poland.

3.3. If you wish to purchase a Product with delivery outside the territory of the Republic of Poland, please contact the Seller directly to make arrangements regarding the delivery of the Product to the intended location and to determine additional costs of such delivery. You will be informed by the Seller in individual e-mail correspondence about the total price, including taxes, of the Product that is the subject of the Order for delivery outside Poland, as well as about the costs of delivery (including transport fees) and other costs (e.g. insurance costs), and the terms and conditions of the relevant Sale Agreement.

3.4. Each Sale Agreement between the Customer and the Seller with the place of delivery in Poland is concluded upon placing an Order via the Order Form and paying the purchase price for the Product. The receipt of relevant funds on the bank account indicated by the Seller in the confirmation of acceptance of the Order shall be deemed the payment of the purchase price for the Product(s). After sending the Order, the Customer will receive, to the e-mail address provided in the Account, a message from the Seller confirming the receipt of the Order and providing information on the payment terms.

3.5. Any Order with respect to which the full purchase price for the Product(s) has not been paid within 7 days of placing the Order shall be canceled and the conclusion of the Sale Agreement regarding such Product(s) shall not take place.

3.6. The content of the concluded Sale Agreement is recorded, secured and made available to the Customer by (1) making these Terms of Use available on the website of the Galeria Starowicz Online Store and (2) sending the Customer the e-mail message referred to in point. 3.4 of these Terms of Use.

3.7. After receiving the purchase price for the Product(s) on his bank account, the Seller will inform the Customer via e-mail of such receipt and the commencement of the delivery of the Product(s) covered by the Order.

3.8. Taking into account the special nature of the Products offered in the Galeria Starowicz Online Store, which are unique items, the Service Provider reserves the right to withdraw from the Sale Agreement for a given Product if its sale or delivery turns out to be impossible due to unforeseeable circumstances or events for which the Seller is not responsible (e.g. loss of, or damage to, the goods). In such cases, the Seller will, immediately after informing the Customer about the withdrawal from the Sale Agreement, return to the Customer the amount of the purchase price paid by the latter for the lost or damaged Product.

#### § 4. METHODS AND DATES OF PAYMENT FOR THE PRODUCT

4.1. The Seller provides the Customer with the following payment methods under the Sale Agreement:

1. payment by a traditional bank transfer to the Seller's bank account provided in the e-mail confirming the placement of the Order;
2. payment in the form of a quick transfer via the Stripe platform;
3. payment by cash or by card upon personal collection of the ordered Product at the Seller's collection point at ul. Orzechowa 7 in Krakow.

The Customer shall select the payment method in the Order Form before placing the Order.

4.2. If the Seller does not receive of the full payment for a given Order at the Seller's bank account within 7 days of placing the Order, the Order shall be canceled and the conclusion of the Sale Agreement concerning the relevant Product(s) shall not take place.

4.3. By accepting these Terms of Use, the Customer also requests the issuance of invoices/receipts documenting his purchase of the Product(s).

4.4. The Customer hereby consents to the Seller's issuing electronic bills/receipts in the form of PDF files and sending them to the e-mail address provided by the Customer or making them available in the User Account of the Customer.

## § 5. PRODUCT DELIVERY

5.1. The costs of delivery of the Product(s) within the territory of Poland are covered by the Seller, who decides on the method of delivery. Standard deliveries are delivered by a professional courier service or shipping company with which the Seller cooperates.

5.2. The delivery time of the Product(s) to the Customer is up to 30 days due to the specific nature of the Products sold at Galeria Starowicz and the need to properly secure them for transport. However, the Seller will use his best endeavours to make deliveries as soon as possible. The period of delivery of the Product to the Customer shall start at the moment of settling the payment for the given Order.

5.3. The delivery shall be made to the address indicated by the Customer in the Order Form. If an incorrect delivery address is provided or the shipment is returned due to failure to collect it, the Seller reserves the right to charge the Customer additional costs resulting from the need to re-dispatch the goods and the costs of returning them to the Seller.

5.4. The Customer may collect the Product(s) in person from the Seller's stationary point located at ul. Orzechowa 7 in Kraków during its opening hours, which are from Tuesday to Friday 9:00 a.m. to 4:00 p.m., and Saturdays 9:00 a.m. to 1:00 p.m.

5.5. The Products purchased in the Online Store shall be delivered at the cost of the Seller only within in Poland. If you are interested in purchasing any Products to be delivered outside Poland, please contact the Seller via phone (the number is provided on the Galeria Starowicz website) or e-mail to kontakt@galeriastarowicz.pl in order to determine the feasibility of such transaction and the terms thereof.

5.6. In case of purchase of a Product or Products to be delivered outside Poland, the transaction shall be concluded on the terms agreed between the Customer and the Seller via e-mail. The provisions of these Terms of Use shall apply accordingly to such Sale Agreement.

5.7. Upon delivery of the Product(s), the Customer should carefully inspect the package in the presence of the courier to verify whether it shows any signs of damage and whether the contents comply with the Order. If the Product's packaging is broken or shows signs of damage, or any damage of the Product(s) is found, the Customer is obliged to prepare appropriate photographic documentation in the presence of the courier and mark the damage in the acceptance report. Taking into account the specificity of the Products purchased in the Galeria Starowicz Online Store, the Customer is required to check the delivered Product(s) on the day of delivery thereof and, in the event of any objections as to the condition of the delivered Product(s), immediately notify so the Seller on the same day.

## § 6. COMPLAINTS

6.1. Complaints concerning Products may be submitted by Consumers pursuant to the provisions of the Consumer Rights Act regarding consumer warranty.

6.2. The Seller excludes its liability under the quality warranty (non-compliance of the Product with the agreement) towards Entrepreneurs.

6.3. The Seller is obliged to deliver the Product(s) in accordance with the Sale Agreement. The Seller is liable for legal defects of the Product(s) and is liable vis-à-vis

the Consumer (Customer) for the non-compliance of the Product(s) with the agreement (consumer warranty) according to the rules set out in the Consumer Rights Act.

6.4. A complaint regarding a Product purchased in the Online Store may be submitted by the Customer in the following way:

1. in writing to the following address: ul. Borowinowa 21, Kraków (postal code 30-698);
2. in electronic form to the following address: kontakt@galeriastarowicz.pl.

6.5. Every complaint submitted to the Seller must include the following data: Purchaser's particulars; Order number; Product identification data in the form of a receipt or a bill or an invoice (depending on what document was issued) or other evidence confirming the date of purchase of the Product(s); the name and quantity of the Product(s) covered by the complaint; and detailed reasons for lodging the complaint with respect to the Product(s). If it is possible, the Customer should also attach photographic documentation illustrating the claimed defect.

6.6. The Seller will respond to the complaint immediately, but not later than within 14 calendar days from the date of its effective submission. The Customer will be informed about the processing of the complaint by the same method by which the complaint was submitted, i.e. in writing to the delivery address indicated by the Customer or by e-mail to the e-mail address provided by the Customer. When submitting a complaint, the Customer may indicate his preferred method of contact.

6.7. If it is necessary to deliver the Product to the Seller in order to respond to the Customer's complaint or to exercise the Customer's rights under the warranty, the Customer will be asked by the Seller to deliver the Product at the Seller's expense to the address: ul. Borowinowa 21, Kraków (postal code 30-698).

6.8. If the sold Product has a defect, the Customer may:

1. submit a declaration of price reduction or withdrawal from the Sale Agreement, unless the Seller immediately and without excessive inconvenience to the Customer replaces the defective Product with a defect-free one or removes such a defect. The reduced price should be in such proportion to the price resulting from the agreement that the value of the Product with a defect bears to the value of the Product without a defect. The Customer may not withdraw from the agreement if the defect of the Product is immaterial;

2. demand replacement of the Product with a defect-free one or removal of the defect. The Seller is obliged to replace the defective Product with a defect-free one or remove the defect within a reasonable time without excessive inconvenience to the Customer; however, the Seller may refuse to repair or replace the goods if such action is impossible or requires the Seller to incur excessive costs, disproportionate to the value of the Product;

3. instead of a removal of the defect proposed by the Seller, the Customer may request replacement of the Product with a defect-free one or, instead of replacing the Product, request removal of the defect, unless bringing the Product to compliance with the agreement in the manner chosen by the Customer is impossible or would require excessive costs as compared to the method proposed by the Seller.

6.9. Please be advised that due to the special nature of the Products sold at Galeria Starowicz, which are works of art and unique items, in most cases it will not be possible

to replace a given Product with a defect-free one; also, due to the nature of the Products, repair of a given Product may also be impossible or pointless. In such case, the acceptance of the complaint will involve a proposal to withdraw from the Sale Agreement and a refund to the Customer of the purchase price paid for the Product.

## § 7. OUT-OF-COURT METHODS OF HANDLING COMPLAINTS AND PURSUING CLAIMS AND RELEVANT PROCEDURES

7.1. In accordance with our legal obligation, we hereby inform you that consumers have the right to use out-of-court methods of dealing with complaints and pursuing claims.

7.2. Detailed information on the rules of out-of-court procedures, ways of dealing with complaints and pursuing claims is available on the website of the Office of Competition and Consumer Protection, as well as 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 at the following internet addresses of the Office of Competition and Consumer Protection: a) [http://www.uokik.gov.pl/spory\\_konsumenckie.php](http://www.uokik.gov.pl/spory_konsumenckie.php);

b) <http://www.uokik.gov.pl/sprawyzdrowie.php>;

c) [http://www.uokik.gov.pl/wazne\\_adresy.php](http://www.uokik.gov.pl/wazne_adresy.php).

7.2. The Consumer may obtain free assistance in resolving a dispute between him and the Seller by using the free assistance of the district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (such as the Consumer Federation or the Association of Polish Consumers).

7.3. The Consumer may also use the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/> in order to amicably resolve the dispute.

## § 8. CONSUMERS' RIGHT TO WITHDRAW FROM THE AGREEMENT

8.1. Each Consumer who has concluded a distance agreement may withdraw from it within 14 calendar days without giving a reason and without incurring any costs, except for those provided for by law. To meet the deadline, it is enough to send a relevant declaration before its expiry. A declaration of withdrawal from the agreement may be submitted in the following way:

1. in writing to the following address: ul. Borowinowa 21, Kraków (postal code 30-698);

2. in electronic form to the following address: [kontakt@galeriastarowicz.pl](mailto:kontakt@galeriastarowicz.pl).

8.2. A sample withdrawal form is provided in Annex 1 to the Terms of Use. The Consumer can use the template form, but it is not obligatory.

8.3. The period for the withdrawal from the agreement shall begin when the Consumer or a third party indicated by him, other than the carrier, takes possession of the Product.

8.4. In the event of withdrawal from a distance agreement, the agreement is deemed not to have been concluded.

8.5. The Seller shall immediately, but not later than within 14 calendar days from the date of receipt of the Consumer's declaration of withdrawal from the agreement, refund all payments made by the Consumer, including the costs of the Product's delivery (except for any additional costs resulting from the delivery method chosen by the Customer being other than the cheapest standard delivery method available in the Online Store). The Seller shall refund the payment by the same payment method as that used by the Consumer, unless the Consumer has expressly agreed to a different



method of the refund, which does not involve any additional costs for the Seller. If the Seller has not offered to collect the Product from the Consumer, the Seller may suspend the refund of the payments received from the Consumer until he receives the Product back.

8.6. The Consumer shall immediately, but not later than within 14 calendar days from the date on which he withdrew from the agreement, return the Product to the Seller or hand it over to a person authorized by the Seller to collect it, unless the Seller has offered to collect the Product himself. To meet the deadline, it is enough to return the Product before the deadline's expiry. The Consumer should return the Product to the following address: ul. Borowinowa 21, Kraków (postal code 30-698);

8.7. In the event of effective exercise of the right to withdraw from the agreement, the costs of returning the Product to the Seller shall not be covered by the Seller, and the Consumer shall bear the direct costs of returning the item (the cost of return shipping along with the cost of adequate securing the Product before sending). These costs depends on the distance involved and the carriers operating in the country from which the Product is to be returned, as well as on the unique features of that Product, e.g. its size or the material it is made of, which requires appropriate protection. Therefore, the Seller is not able to estimate the average costs of return of the Products offered due to the fact that they are very diverse.

8.8. The Consumer is liable for any reduction in the value of the returned Product resulting from using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product, as well as from improper protection of the Product during its return, or its damage or loss.

8.9. If possible, the Consumer should return the complete Product, i.e. containing all the elements of the purchased Product along with the accompanying documentation received from the Seller along with the Product.

8.10. In the situation where the Product returned by the Consumer is incomplete or defective or damaged or shows signs of use), the Seller has the right to reduce the amount to be refunded to the Consumer by the value of any such missing or damaged elements or the packaging of the Product or its wear and tear. The Seller will inform the Consumer about the amount of the costs estimated for the above reasons after inspecting the returned Product.

## § 10. PERSONAL DATA PROTECTION

10.1. All personal data provided by the Customer as part of the cooperation with the Seller will be stored and processed in accordance with applicable personal data protection laws, including Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter: GDPR).

10.2. Information concerning the processing of personal data by the Seller. Elżbieta Starowicz, running a business under the name: EL-MAR, shall be the administrator (hereinafter: the Administrator) of the personal data provided to her by the Customer. Such personal data will be processed by the Administrator for the purpose of implementing the sale agreement and commercial contacts related thereto and the provision of electronic services. The basis for the processing of personal data is the implementation of the agreement and the legitimate interest of the Administrator consisting in exercising her rights related to the agreement, keeping the accounts or

pursuing/defending claims. The provision of the data is voluntary, but necessary to conclude the agreement and to use the Electronic Services. The data subject has the right to access his or her data, request the correction thereof, delete it or limit its processing, as well as to transfer the data or object to the processing of the data that has been made available to us. If the data subject believes that we are processing data incorrectly, he or she has the right to lodge a complaint with the relevant supervisory authority, i.e., the President of the Office for Personal Data Protection. The data may be provided to any subcontractors that participate in the provision of the services covered by the agreement, including any shipping companies. The data will be processed during such period of time as may be necessary for exercising the rights arising from the agreement and the services provided and the settlement thereof, and thereafter for the duration of any investigation or defense against any claims related to the agreement or the services. In matters relating to personal data, you can contact us at the following e-mail address: [kontakt@galeriastarowicz.pl](mailto:kontakt@galeriastarowicz.pl). If the personal data is processed based on your consent, you may withdraw such consent at any time. Your objection to the processing of your personal data or withdrawal of your consent to the processing of your personal data shall not affect the lawfulness of any processing of your personal data that had taken place before the consent was withdrawn. We do not use personal data for profiling (i.e. automated data processing). Detailed information about our processing of personal data can be found in our Privacy Policy.

## § 11. FINAL PROVISIONS

11.1. Agreements concluded via the Online Store are concluded in Polish and under Polish law.

11.2. Galeria Starowicz respects consumer rights arising from the applicable Terms of Use. The Consumer cannot waive the rights granted to him in the Act on Consumer Rights of May 30, 2014. Any contractual provisions that are less favorable to the Consumer than those of the Act on Consumer Rights of May 30, 2014 shall be invalid, and in their place the provisions of the Act on Consumer Rights of May 30, 2014 shall apply. Therefore, the provisions of these Terms of Use are not intended to exclude or limit any rights of consumers to which they are entitled under mandatory regulations, and any possible doubts should be resolved to the benefit of the consumers. In the event of any inconsistency between the provisions of these Terms of Use and the above-mentioned mandatory regulations, the latter shall prevail and shall be applied.

11.3. The Service Provider reserves the right to amend these Terms of Use if such amendment is required to account for any changes of applicable laws or any changes in the technical, legal and organizational situation of the Service Provider. The information about all amendments of the Terms of Use shall be posted on the website [www.galeriastarowicz.pl/regulamin](http://www.galeriastarowicz.pl/regulamin), along with the date of such amendment. Any amendments to these Terms of Use shall become effective within 14 days of their publication in the manner described in the previous sentence. Any orders placed before a given amendment of the Terms of Use comes into force will be processed in accordance with the existing provisions of the Terms of Use. If an amendment to these Terms of Use results in the introduction of any new fees or an increase in the existing ones, the Service Recipient who is a Consumer has the right to withdraw from the agreement.

11.4. The materials made available on the Starowicz Gallery website are protected by copyright, including: images of works of art, documents, trademarks and other works, in particular texts, photos, graphics, sounds and audio and video materials (hereinafter:

Works), and the selection and arrangement of the content presented on the Website constitutes an independent subject of protection under the Act of February 4, 1994 on Copyright and Related Rights. Due to the copyright nature of the content posted on the Website and the Website itself, the Users are obliged to respect the intellectual property rights of both the authors of the Works and us as the owner of these rights. No part of the Website (including, without limitation, text, documents, files, layouts, graphics, and other materials) may be reproduced or distributed in any form or by any means (electronic or mechanical) without our prior written consent to do so.

11.5. In matters not regulated in these Terms of Use, generally applicable provisions of Polish law, in particular, the Civil Code, the Consumer Rights Act and the Act on the Provision of Electronic Services, shall apply.

11.6. The content of these Terms of Use provided in English is a translation of the Polish version of these Terms of Use; in the event of discrepancies between the provisions, the Polish version shall prevail.

These Terms of Use are valid from March 1, 2025.

Last updated: March 1, 2025.