

Terms of Services

This Website and the functionalities provided through it are provided by the Seller (hereinafter also referred to as "Packhelp", "we", "us", "our") who owns and administers the Website. When using the following websites: <https://premade.packhelp.com/> (hereinafter referred to as the "Website") regardless of the purpose of use, these Terms of Services will constitute a legally binding contract between us, i.e. Packhelp, and you (hereinafter referred to as "User", "You", "Your"). It is your responsibility to carefully read these Terms of Services before using the Website. Use of the Packhelp Website is tantamount to submitting a declaration of reading the Privacy Policy (available at <https://premade.packhelp.com/> and its acceptance. If you do not accept the Terms of Services, you may not use the Website. Please read the following provisions carefully, as they contain the conditions governing the use of the Packhelp Website. In addition, please read our Privacy Policy located on the Website. If you have any questions, comments or concerns regarding the contract or any other part of the Website, or regarding any of our presented products and services, or in case of technical problems while using this website, please contact us via following link: <https://premade.packhelp.com/>.

Remember that you are prohibited from providing unlawful content or using the Website in a way that disrupts or prevents its functioning.

1. Definitions

1. Price – refers to the price of the Goods, valid at the date and time of the Order, inclusive of all promotional offers and rebates; The price does not include delivery costs.
2. Business days – weekdays from Monday to Friday (with the exclusion of public holidays in accordance with the laws of the Republic of Poland).
3. Written form - also includes e-mail messages clearly specifying the name of the sender and recipient, unless the Terms of Services state otherwise.
4. Consumer - a natural person making a legal transaction with the trader not directly related to its business or professional activity, i.e. within the meaning of art. 22¹ of the Act of 23 April 1964 - Civil Code.
5. Custom Clearance Fee – fee charged by the logistic companies for taking care of custom clearance.
6. Custom Duties – indirect tax levied on goods, calculated by respective authorities after custom clearance is made, paid solely by the Customer in accordance with the applicable laws.
7. Account - a service provided electronically; access to the User's personalized administration panel accessible after successful registration and logging on to the Website by the User - after providing a pre-set login and password through which the User can place an Order, and in which the User's information and documentation related to his Orders are stored.
8. Entity – refers to any natural or legal person, as well as an unincorporated organisational unit, to which the law grants legal capacity.
9. Privacy Policy - a document regulating the security of privacy protection and the processing of the User's personal data; The Privacy Policy is available at this address: <https://premade.packhelp.com/>
10. Terms of Services – refers to these Terms of Services.
11. Seller – refers to Packhelp spółka akcyjna registered in the Republic of Poland, whose registered office is located in Warsaw at ul. Kolejowa 5/7, 01-217 Warsaw, Republic of Poland, entered in the Register of Entrepreneurs

of the National Court Register maintained by the District Court for the Capital City of Warsaw, XIII Commercial Department of the National Court Register under the KRS number 0000831872 with the tax identification number (NIP) 123-130-81-29, entered into the database on products and packaging and on the management of packaging under no. 000503529 (BDO).

12. **Goods** – refers to the goods sold by the Seller in accordance with these Terms of Services; specific information on the Goods are available under designated tabs on the Website.
13. **Contract of sale** – refers to the Contract for the sale of the Goods concluded by way of an Order placed by the User and a confirmation of this Order by Packhelp; The contract of sale is concluded in accordance with the provisions of these Terms of Services between the Seller and the User, via the Website sales system, by e-mail or in writing.
14. **User** – refers to an entity with full legal capacity using the Website, in particular whose name appears on the Order.
15. **Order** – refers to a declaration of will of the User leading directly to the conclusion of the Contract of sale - containing its essential terms; Orders may be placed electronically via the Website sales system, by e-mail, or in writing 24 hours a day, 7 days a week throughout the year, with the reservation that their processing takes place on Business Days from 9.00 to 18.00; The User may place Orders only for the Goods and/or Services marked as available on the Website;
16. **Services** - refers to the services made available by the Seller in accordance with these Terms of Services; specific information on the Services are available under designated tabs on the Website.
17. **Services Contract** – refers to the contract for the performance of Services concluded by way of an Order placed by the User and a confirmation of this Order by Packhelp; The contract is concluded in accordance with the provisions of these Terms of Services between the Seller and the User, via the Website sales system, by e-mail or in writing.
18. **Newsletter** – has the meaning defined in clause 15.

2. Technical requirements

1. In order to use the Website, the User must meet the following technical requirements:
 1. have a device with Internet access and the ability to display the Website interface,
 2. have an updated browser in the latest version provided by the following producers: Microsoft Edge, Google Chrome, Mozilla Firefox, Apple Safari,
 3. enabled cookies and installed appropriate browser add-ons that allow Java, JavaScript, Adobe Flash,
 4. software blocking the operation of the above programs must be disabled,
 5. have an active e-mail account.

3. General Provisions

1. The Seller shall make these Terms of Services available to the User free of charge before the conclusion of the Contract of Sale and/or Services Contract, and, at his request, in a manner that allows accessing, reproducing and storing the content of the Terms of Services using the IT system used by the User.
2. These Terms of Services apply only to the services provided and the Goods sold by the Seller, for which he bears full responsibility. The Seller states that the use of the Website by Users is a service provided electronically, within the meaning of the Act of 18 July 2002 on Providing Services by Electronic

Means (Journal of Laws of 2002, No. 144, item 1204, as amended) [hereinafter: a.p.s.e.m.], which takes place on the basis of these Terms of Services, constituting Terms of Services within the meaning of the a.p.s.e.m.

3. Any deviations from these Terms of Services will bind User and the Seller only if they are agreed to in writing between the authorised representatives of the Seller and the User.
4. Employees of the Seller are not entitled to submit any statements regarding the Goods, unless the Seller confirms this in writing.
5. In the case of Users who are not Consumers, by concluding any Contract of Sale and by accepting delivery of Goods, the User agrees to not refer to any guarantees regarding the Goods which have not been confirmed in the above manner, i.e. in writing or not resulting directly from these Terms of Services.
6. The Seller does not publish commercial information or offers submitted in electronic form on the Website, in accordance with the Polish Civil Code. In particular, provisions regarding submitting offers in electronic form do not apply.
7. It is prohibited to use the Website in a manner inconsistent with the provisions of these Terms of Services, applicable laws, rules of good practice and social conduct. The User is prohibited from providing unlawful content.

4. Account and other services provided electronically

1. Packhelp provides free services by electronic means to Users in the form of Website features, i.e. an interactive forms, including Account registration, contact form, Newsletter and Account.
2. Contracts for the provision of electronic services may be terminated by the User at any time without providing a reason, in a manner stated here or in the further provisions of the Terms of Services. Contracts for providing services by electronic means, consisting of using forms, are concluded for a definite period and are terminated upon sending the form to the Seller, or ceasing to use them. The User may also opt out of interactive form services by refraining from using these services.
3. In order to create an Account and become a registered User, a registration process must first be carried out. As soon as You confirm the registration through the activation link sent to your e-mail address, a contract for the provision of electronic services for operating the Account is concluded for an indefinite period between You and the Seller.
4. When registering an Account, you confirm that you are a natural person at least 18 years of age, who can enter into legally binding contracts in accordance with the law, including that you have the authority to represent a legal person or an unincorporated organisational unit, to which the law grants legal capacity. The User further ensures that the information provided by him for the Account is true. Falsifying or omitting contact information, such as your name, address and/or telephone number, is not permitted when registering on the Website. Also, Users may not provide non-working telephone numbers. When using the Website, Users must comply with all applicable international, federal, state and local laws.
5. During the registration process, You enter the password through which you then access the Account. You must protect your password and may not share your password with third parties. The Account is not transferable. You are required to ensure that your personal details entered in the Account, which are necessary to execute the Order, are up to date.
6. The User may terminate the Account contract at any time with immediate effect by sending such a declaration of withdrawal to the Seller. The termination is effective upon its receipt by the Seller.

7. The Seller may terminate the Account contract at any time with immediate effect, in the event of a gross or culpable violation by the Account owner of the provisions of these Terms of Services, or any other legitimate reason that makes it impossible to continue the contract for the provision of electronic services.

5. Orders and conclusion of the Contract of Sale

1. All Goods are offered for sale depending on availability and depending on the acceptance of the Order by the Seller.
2. Orders may only be placed by persons who have an Account on the Website.
3. Orders may be placed using the form available on the Website. After submitting the Order, an e-mail will be sent to the User confirming the submission of the offer to the address indicated on the form. This confirmation does not conclude the Contract of Sale and/or Services Contract.
4. By placing an Order, the User submits to the Seller an offer to conclude a Contract of Sale for the Goods and/or Services Contract for the Services selected by him, on the terms specified by him in the Order. The Contract of Sale and/or Contract for the Services is concluded once the Seller accepts this offer, upon receipt by the User of the confirmation and acceptance by the Seller of the terms of the Order, sent via e-mail by the Seller to the e-mail address provided by the User in the Order.
5. In the event of refusal to accept the Order placed by the Consumer by the Seller, the Seller is required to state the reason for such refusal. In the case of Users who are not Consumers, the Seller reserves the right to reject the Order without giving a reason.
6. The Seller is constantly improving the products and reserves the right to change the specifications of any Goods without prior notice, except for Orders already placed. The delivered Goods may therefore differ due to multi-standard color systems, particularly the international RGB screen color system and the color printing system used by Packhelp. In addition, there may be slight differences in color shades between the Goods (also within one batch), depending on the raw material used for production. The dimensions of the delivered Goods may differ from those provided on the Website, however the information on the acceptable tolerance for individual Goods is available in the dedicated tabs of the Website.
7. The Seller will make every effort to depict and describe the colours printed on the Goods presented on his Website as accurately as possible, however, we cannot guarantee that the colours of the delivered Goods will accurately reflect those displayed on the User's monitor. Moreover the Seller will make every effort to depict design and graphics on the Goods as accurately as possible, however due to printing techniques used during the process, the Seller cannot guarantee that slight (not more than 5 mm) technical shift in print will not occur – such shift shall not give rise to complaint.
8. While placing the order, before clicking on the "Order and pay" button, the User can detect and correct errors and modify the Order through the Website sales system.
9. After this, the User who is not the Consumer may only correct the invoice data by sending the Seller a correction note, prior to the Goods being dispatched. The User who is a Consumer may inform the Seller about the necessity to change the invoice data prior to the Goods being dispatched, by direct, immediate (telephone or e-mail) contact with the Seller. The Consumer may not, after placing the Order, request the Seller to change the data by issuing an invoice for his business activity. The User is not allowed to make any changes to the Order after its submission

10. The maximum processing time for Orders placed by Consumers is available under designated tabs on the Website . The Order processing time does not include delivery time.
11. In the case of Users who are not Consumers who place multiple Orders, the Seller will strive to execute the Order and produce the Goods on the date specified for each type of Goods. However, the execution time depends on the type of Goods and the decision of the Seller will depend on combining the same type of goods in separate shipments. Each package of Goods will be shipped separately via a courier, unless otherwise indicated in the Order confirmation, as soon as production is finished. All delivery dates specified are approximate. In the case of Users who are not Consumers, the delivery time is not an essential provision of the Contract, and the Seller is not responsible for delay in delivery of the Goods, regardless of the reason, including any losses or expenses incurred by the User.
12. The Order shall be executed only after the User has paid the Seller the full price for the Goods and/or Services indicated in the Order, in accordance with the provisions of clause 6 below.

6. Price and Payments

1. At the time of concluding the Agreement in accordance with the provisions of clause 6 of these Terms of Services, the User is required to pay the Seller the amount of the Order. The amount stated in the Order constitutes the total amount that the User will be required to pay, along with the due tax.
2. Subject to clause 6 par. 3 and 4 below, in the case of Users who are not Consumers, the Prices are clearly marked as including or not including VAT. The VAT tax will be added to the final value of the Order, according to the national rate, however the VAT invoice may be issued by the Seller only after verifying the active status of the VAT number issued by the EU Member State in the VIES system to a foreign User who is not a Consumer. The User who is not a Consumer is responsible for all taxes and/or fees applicable in the territory to which the Goods are sent. In the case of Consumers, the stated Prices are gross prices (they include all taxes, including VAT). Users submitting Orders as legal entities shall indicate NIP (tax identification number) of such legal entity.
3. Users submitting Orders to the United Kingdom, Switzerland and/or Norway are responsible for all taxes, including VAT and/or fees applicable in the territory to which the Goods are sent.
4. In the case of Users who submit Orders below threshold of 135 pounds the VAT tax will be added to the final value of the Order, according to the United Kingdom national rate. In the case of Users who submit Orders exceeding threshold of 135 pounds the VAT tax shall not be charged and shall not be added to the final value of the Order.
5. The total Order Price is calculated according to the choices made by the User in the Order form, in accordance with the rates stated therein. The binding price is shown to the User in the summary of the Order at the time of sending it to the Seller.
6. The User may choose one of the following forms of payment: (a) by bank transfer to the Seller's bank account number provided on the Website (b) via bank transfer through an external PayPal payment system, operated by PayPal (Europe) S.a.r. & Cie, S.C.A. based in Luxembourg, (c) via electric payment through the Stripe external payment system, operated by Stripe Payments Europe, Limited, based in Dublin.
7. The User is required to send the payment for the Order promptly, no later than within 7 (seven) days from the date of concluding the Contract of Sale.

8. The User undertakes that all data provided to the Seller for the purpose of the Order and its delivery is correct and that he has sufficient financial resources to cover the full cost of the ordered Goods.
9. Invoices used as proof of purchase will be sent to the User by e-mail to the e-mail address provided in the Order in the form of a pdf file.

7. Delivery

1. Orders are delivered worldwide. Customer is obliged to pay Custom Duties solely. The Seller covers only Custom Clearance Fee.
2. Deliveries are made via courier companies indicated in the Order.
3. The User will be informed each time about the expected date of execution and delivery of the Order. Packhelp, for an additional fee, is entitled to execute the Order and its delivery on preferential terms, i.e. at an earlier date, which requires appropriate arrangements by the Parties.
4. The User is required to inspect the Goods on delivery, in particular its amount, and if the Goods were delivered by a courier, the User should sign the Goods delivery receipt. When receiving the package the User should verify, in the presence of the courier, whether the packaging has not been damaged during transport and whether the contents of the package are consistent with the Order, including if the Goods amount is correct. In the event that the contents of the package are inconsistent with the Order, receipt or VAT invoice, or if the Goods have been damaged, the User should file a report in accordance with the procedures of the courier company. The report should be signed by or on behalf of the User and the carrier. In the case of Consumers, filing a report is not mandatory for the complaint reviewing process, it is only aimed at streamlining the process.
5. In the case of Users who are not Consumers, the protocol and/or other delivery document signed by the User and the carrier's representative will constitute conclusive evidence against the User in relation to the quantity of the Goods indicated in the documents, free of any visible defects, damages or other physical flaws, including damages caused during the transport. User who is not Consumer shall have no rights deriving from the warranty, if the User did not inspect the Goods on delivery and did not notify the Seller on defects, inconsistency with the Order, including incorrect amount of Goods, on the day of delivery at the latest. With regard to latent defects that could not be identified during the collection, at the latest within 5 Business Days from the date of receiving the Goods. If the Goods are susceptible to damage or defects during delivery, a description of the damage or defect found must be made in writing at the time of delivery and signed by or on behalf of the User and the carrier's representative.
6. The User who is not a Consumer may not refuse acceptance of the Goods or any part thereof solely for the reason of partial delivery.
7. The Seller reserves the right to deliver the Goods in separate shipments. If the Goods are to be delivered in separate shipments, each delivery will constitute a separate Contract of Sale.
8. If the User who is not a Consumer fails to collect the Goods for an unjustified reason, the Seller shall not be obliged to refund the amount paid by the User.
9. With regard to the Users who are not Consumers - if the Goods are not collected, after 2 (two) unsuccessful attempts of delivery, you will be requested via e-mail to collect the Goods in therein indicated time and place – you may demand repeated delivery of the Goods at any time to the address by you. In lack of collection of the Goods in indicated time and place and/or in lack of any response to our request within indicated therein deadline, Goods ordered by you shall be stored in our warehouse at a fee, which amounts to: (a) 10 (ten) euro for each started month of storage of 1 (one) package; and/or (b) 50 (fifty) euro for each started month of storage of 1

(one) palette. You will be informed if the chargeable Goods storage begins in an e-mail, which shall also include repeated request for Goods collection. In addition to the storage fee Packhelp may charge you with the costs, which Packhelp has to incur due to repeated delivery attempts. After 3 months from the second unsuccessful attempt of delivery, we will be entitled to (i) withdraw from the Contract of Sale within the next 3 months or (ii) dispose of the unaccepted Goods at your expense, with no obligation to refund the price paid.

10. If the User does not collect Goods and demands Goods to be delivered once more, than User shall bear the costs of such repeated delivery.
11. In the case of Users who are not Consumers - in the event of failure to collect the Goods, after 2 (two) unsuccessful attempts of delivery, you will be requested by us in an e-mail to collect the Goods at the time and place indicated in the message. At any time you can request another attempt of delivery to the address indicated by you. In the absence of receipt of the Goods at the indicated date and place or in the absence of any response to our request within the indicated period, we will be entitled to withdraw from the Contract of sale within 3 months from the second unsuccessful attempt of delivery.

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8. Risk and ownership transfer

1. If the purchased item is to be shipped to a User who is a Consumer, the risk of accidental loss or damage to the Goods is transferred on to the buyer upon its delivery to the User. In other cases, the risk of accidental loss or damage to the Goods is transferred to the User upon the release of the Goods to the carrier.

9. Returns of goods or refunds and the right to withdraw

1. The User who is a Consumer, , has the right to withdraw from the Contract of Sale concluded remotely, referred to in the Act of 30 May 2014 on consumer rights (Journal of Laws of 2020, item 287). In order to exercise this right, the User is obliged to submit a declaration of withdrawal from the Contract within 14 days from the date of receipt of the Goods, and within 14 days from the date of submission of the declaration of withdrawal to send the Goods to the following address: Packhelp - Altmaster Magazyn Grzędy, ul. Ogrodowa 15, 05-555 Grzędy. The Consumer bears the direct costs of returning the Goods.
2. The User who is not a Consumer does not have a right to withdraw from the Contract of Sale nor the right to return the Goods.
3. The User who is not a Consumer does not have the right to withdraw from the Services Contract. The User who is a Consumer, if we fully provide the service with the express consent of the User (including the consumer), who was informed before the commencement of the service that after the entrepreneur has fulfilled the service, he will lose the right to withdraw from the contract does not have the right to withdraw from the Services Contract a concluded remotely referred to in the Act of 30 May 2014 on consumer rights (Journal of Laws of 2020, item 287), as in accordance with art. 38 item 1) as well as item 3) of the above Act.

10. Complaints

1. The Seller shall provide the Consumers with Goods without defects. The Seller is liable to the Consumer if the Goods have any physical or legal (warranty) defects. If the Goods are defected, the Consumer may submit a statement requesting price reduction or withdrawal from the Contract of Sale, or request replacement of the defective Goods with ones free from defects, or request repair of the damage.

2. The warranty is valid for Consumers only. The User who is not a Consumer and the Seller hereby indemnify each other against liabilities for warranties against defects, subject to the defects found upon delivery of the shipment, referred to in clause 9 par. 4 and 5 of the Terms of Services.
3. Complaints with regards to warranty should be submitted to the following address: Packhelp S.A., ul. Kolejowa 5/7, 01-217 Warsaw. In order to streamline the complaint process, the Goods, which are the subject of the complaint should be sent together with the proof of purchase and the complaint (indicating the person submitting the complaint, and a request to consider the complaint specifying the method and describing the Goods defect).
4. The Seller shall respond to the Consumer's request within 14 (fourteen) days. The Seller shall notify the User of the complaint consideration process and its outcome in a notification sent to the address provided by the User in the complaint.
5. The complaint procedure concerns services provided electronically by the Seller. Complaints regarding services provided electronically may also be submitted via following link: <https://packhelp.com/contact/>.
6. The Seller does not provide guarantee of the Goods, and therefore only the may give rise to complaints.

11. Limitation of the Seller's liability to Users who are not Consumers

1. The Seller shall not be liable for incomplete delivery or faulty Goods if such claim is not submitted to the Seller in writing in accordance with the clause 7 par. 4 and 5 or, if after satisfactory verification of the Goods, the User detects the above circumstances. The claim must include the Order confirmation number, delivery number and claim details. In the event of a justified claim, the Seller may, at his own discretion, replace the Goods (or a part thereof) or refund the Price of the Goods to the User (or the relevant part of the Price). The Seller shall not have any further obligations to the User, and the User waives such claims with respect to the matters described in this section.
2. The Seller shall not be liable for losses, damages, costs or expenses (including loss of profits) resulting directly or indirectly from non-performance or delay in performing any obligations under the Contract due to any event or circumstances beyond the Seller's control, including (but not limited to), strikes, protests, power or equipment failures, government actions or force majeure.
3. Liability of the Seller, including his agents, employees, subcontractors and suppliers in relation to any claims arising from the Seller's performance or non-performance with regards to using the information provided in the Contract or interpretation of the following services, based on warranty, contract, negligence, liability to risk or of any other kind, may not in total exceed the Net Contract Price (excluding taxes and freight) for such products or services. Under no circumstances shall liability cover compensation for lost profits (lucrum cessans), including loss of profits or revenues; increased costs of purchasing or delivering materials, supplies or services; the cost of replacement capital; charges for storage or use; or accidental or secondary damage of any kind.
4. This limitation of liability shall prevail over any contrary or incompatible provisions contained in any documents constituting this Contract. It is up to the User to take all necessary precautions to ensure that the computer equipment and/or selected software are free of such elements as viruses, computer worms, Trojan horses and other destructive programs.
5. Under no circumstances shall the Seller be liable to the User or any other person associated with the User for any direct, indirect or other damages resulting from the use of the Packhelp Website or other related websites.

Exclusion of the liability referred to in the preceding sentence shall include any losses due to a break in business operations, loss of programs or other data associated with servicing the User's IT system or occurring in any other way, even if the User and the associated person had been clearly informed about the possibility of such damages.

6. Under no circumstances shall any third party being a marketing partner or affiliate of Packhelp (e.g. Facebook) be liable to any User in connection with the services provided on behalf of Packhelp.
7. The User is obliged to ensure that the marking of the Goods complies with the regulations of each country in which the Goods will be placed on the market. The Seller's liability in this respect is excluded to the fullest extent permitted by law.
8. The above liability limitations do not apply to Contracts concluded between the Seller and Users who are Consumers.

12. Intellectual Property

1. This website is owned and managed by the Seller. Unless otherwise stated on the Website, Packhelp holds the copyright to all content contained therein. The content includes: text, graphics, logos, audio clips, trademarks, software server information and other information on the site. All rights to the content, services and information about the server are reserved. Any changes made to the content on the site by a third party constitute a breach of Packhelp's copyright. In addition, the Packhelp Website may contain further information about intellectual property rights and copyrights, the terms of which must be observed.
2. No information contained on the website shall be interpreted as granting, whether by implication, estoppel or otherwise any license or right to use the Website or any information displayed on it, except: (a) in a manner expressly permitted by these Terms of Services; or (b) after obtaining prior written consent of Packhelp or the prior written consent of a third party who owns the trademark or copyright to the information displayed on the Website.
3. The User shall understand that the express condition of having an Account is to use it in a way that does not violate the intellectual property rights of others in any way. The Seller reserves the right, with or without prior notice, to immediately delete the account of any User who infringes on the copyright or other intellectual property rights of any third party and remove all infringing materials from the Website.
4. Packhelp respects the intellectual property of other Entities. If you are a third party and believe that your copyright has been infringed, please contact us with the following information:
 1. an electronic or physical signature of a person authorised to act on behalf of the owner of the copyright;
 2. a description of the copyrighted work that you believe has been infringed; a description of the location of the material in question on the Packhelp website;
 3. address, telephone number and e-mail address;
 4. a statement that the breach allegation is based on good faith;
 5. a statement that the information that has been provided is accurate and that you own the copyright or are authorised to act on behalf of the copyright owner.
 6. The User allows the Seller to record images through photography (traditional or digital) of the Goods, or their graphic design, including the layout and logo to which the User has the rights, and the User at the time of placing the Order grants to the Seller a free, non-exclusive, time and territorially unlimited license for the use of the logo located on the Goods, as well as the graphic

materials placed by the User on the Goods (including making adaptations or alterations) in the Seller's marketing materials, including reproduction and publication on the Seller's website, in social media or in printed materials.

5. The User is obliged to ensure that the marking of the Goods complies with the regulations of each country in which the Goods will be placed on the market. The Seller's liability in this respect is excluded to the fullest extent permitted by law.

13. Notifications

1. All notices provided or submitted under the Contract of Sale shall require a written form (other than those displayed on a computer screen or other similar device, which for the purposes of this condition shall not be considered as written).
2. Notifications submitted to the Seller should be directed to the address given in clause 18.10, and notifications submitted to the User should be directed to the address provided in the Order. Such directed notifications, in the case of Users who are not Consumers, will be considered delivered or executed as follows:
 1. in the case of sending in person - upon delivery to the address of the specific person; or
 2. if sent by priority post - after two full Business Days from the date of posting.
3. The Seller and the User shall inform each other about any changes to their name or address for the purposes set out in this clause, and the notification shall be effective in the case of Users who are not Consumers:
 1. on the day on which the change is to take place; or
 2. if the deadline is not specified or the period is shorter than five Business days from the date of notification, on the day after five full Business Days from the date of notification of changes.
4. This condition does not apply to the official delivery of any court papers or other documents in connection with any disputes arising from the Contract.

14. Applicable law and jurisdiction

1. The law applicable to the obligations of the Contracts of Sale and Terms of Services will be Polish law (choice of law clause), and the competent court will be the Polish court (jurisdiction clause), provided that it doesn't deprive the Consumer of protection in accordance with the mandatory provisions of the law of the Consumer's country of habitual residence.
2. The User who is a Consumer has the right to use extrajudicial means of settling complaints and pursuing claims, and in particular request mediation or arbitration. For this purpose, an appropriate form should be submitted to the institution before which the proceedings will be conducted – a request for mediation or request for settlement by arbitration. The list and addresses of entities conducting such proceedings are available at this address: https://uokik.gov.pl/wazne_adresy.php#faq592. The Consumer may also use non-judicial means for settling complaints and pursuing claims by submitting his complaint via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>. If the User does not wish to go through the ADR or ODR, all disputes arising from the Terms of Services or Contracts of Sale will be settled by a common court according to general jurisdiction. Disputes arising between the Seller and the User, who is not also a Consumer, shall be subject to the court competent for the headquarters of the Seller.

15. Newsletter

1. The Newsletter subscription service is provided free of charge by the Seller to the User who provides voluntary consent.
2. In order to subscribe to the Newsletter, the User:
 1. registers on the Website by selecting the appropriate option when signing in on the Website, or
 2. fills in one of the forms (in the Footer, Header, as a Modal, Exit Intent or in the User Panel) on the Website, providing his e-mail address and confirming necessary consents, Terms of Service as well as Privacy Policy, or
 3. fills in a segmentation form, subscribe form or quote request by selecting the appropriate option when submitting the form.
3. Upon completing the subscription form for the Newsletter and sending it, a contract for the provision of the Newsletter service for an indefinite period is concluded between the Seller and the User.
4. The User may at any time terminate the contract for the provision of the Newsletter service by deactivating the subscription. To unsubscribe from the Newsletter, the User must click on the deactivation link, located in the footer of every Newsletter message sent, or by sending such a declaration of will to the Seller.
5. The consent to receive commercial information by electronic means sent by the Seller is voluntary and the User may withdraw this consent at any time.

16. Changes to the Terms of Services

1. The Seller may make changes to these Terms of Services for important legal reasons (changes to generally applicable legal Terms of Services regarding the Seller's business or the form of the Seller's business), technical reasons (modernization of the Website's infrastructure) or business changes (changes in the manner or scope of services provided) The reason for amending the Terms of Services shall always be stated in the manner indicated below.
2. Registered Users shall be informed of the changes to the Terms of Services via an e-mail sent 7 (seven) days before the amended Terms of Services enter into force. Unregistered Customers will be notified about the change in a message posted on the Website's homepage 7 (seven) before the new Terms of Services enter into force. At this time, the User must again accept or refuse to accept the Terms of Services. In the case of Users who are not Consumers, the Terms of Services are considered to be accepted if the User has not resigned from using the Website within 7 (seven) days from the date of notification of the change in the Terms of Services.
3. Orders placed before the amendments to the Terms of Services enter into force are processed in accordance with the previous version of the Terms of Services.

17. Personal data protection

1. The administrator of the personal data provided by the User is Packhelp.
2. User personal data are processed primarily on the basis of a contract and for the purpose of its execution, in accordance with the principles set out in the General Regulation of the European Parliament and of the Council (EU) on data protection (GDPR). Detailed information about the data processing by the Seller, including in terms of the period and basis of processing, the rights of data subjects, as well as possible recipients of the data are included in the privacy policy posted on the Website.

18. Final Provisions

1. These Terms of Services were drawn up in Polish and translated into other languages. In the event of any discrepancies between the Polish language version and the translations, the Polish version shall prevail.

2. None of the provisions of these Terms of Services may be interpreted in a way that would limit the rights of the Consumers to comply with applicable law.
3. If the Seller does not exercise the right or entitlement when able to do so, it will not prevent the right or entitlement from being exercised in the future. If the Seller does exercise the right or entitlement, he may do so again in the same or in a different manner.
4. The rights of the Seller and the User, as well as legal remedies under the Contract are supplementary, and do not wave all other rights and claims.
5. If any of the provisions of the Contract turn out to be invalid, violating public order or unenforceable by the court competent for the appropriate jurisdiction, and it will be legally established after exhausting all available appeals, this provision will then be modified to the extent necessary to make it valid and enforceable. If such a provision cannot be modified in the above manner, it shall be deemed as removed from the Contract of Sale in its entirety, and the remaining part of the Contract of Sale shall remain in force.
6. Due to intermittent disruptions in public networks, such as the Internet, the Seller cannot guarantee that the Website will be available 100% of the time. Although the Seller makes every effort to ensure a workable website, possible interruptions and delays in access to the website are unavoidable, and in the case of Users who are not Consumers, the Seller does not bear any responsibility for damages resulting from the above problems.
7. Information on the Packhelp website may contain technical inaccuracies or typographical errors. The Seller makes every effort to ensure that his descriptions are as accurate as possible, but he cannot guarantee that the content of the Packhelp site is accurate, complete, reliable, current and free of errors.
8. A link to a website other than Packhelp does not mean that the Seller accepts any responsibility for the content or use of such Website. It is up to the User to take precautions to ensure that all manner of its use is free of such elements as viruses, computer worms, Trojan horses and other destructive programs.
9. The User undertakes to release the Seller and his third party affiliates, employees, agents, representatives and service providers from the responsibility, and protect them against all claims and obligations (including legal costs) that may arise from the wrongful use of The Website by the User, and/or from the unauthorised use of materials obtained via the Packhelp website, and/or from the User's breach of the Contract of Sale, as well as any other loss or damage of any kind suffered by the Seller due to the User's wrongful use of the Website.
10. In any matter, in particular regarding the Website or our business operations, you can contact us by mail (sending a letter to the address of our headquarters) and by sending a message via <https://packhelp.com/contact/>
11. In order to tailor the content and services to the individual needs and interests of the Website Users, our Website uses cookies, i.e. information stored by the server on the User's computer, which the server can access every time you connect from this computer. Please be advised that Users may disable the cookies on their browsers at any time, however, this may cause difficulties in using the services of the Website and the ability to place orders.
12. In matters not covered by these Terms of Services, the provisions of Polish law shall apply, in particular the Act of 23 April 1964 - Civil Code (Journal of Laws of 1964 No. 16 item 93 as amended). and the Act of 30 May 2014 on consumer rights (Journal of Laws from 2017, item 683).

13. Any doubts arising from the interpretation of these Terms of Services should be interpreted in a way that ensures compliance of these Terms of Services with the mandatory provisions of law.