



PURCHASE REGULATIONS

www.myDuoLife.com

**USERS WHO INTEND TO USE THE WWW.MYDUOLIFE.COM WEB PORTAL
ARE OBLIGED TO READ THE REGULATIONS.**

1. Definitions

The terms used in the Regulations mean:

DL – DuoLife S.A. with its registered office in Więckowice, ul. Topolowa 22, PL 32-082, entered in the National Court Register under KRS [*National Court Register*] number: 0000638495, NIP [*taxpayer's id. no.:*] 675-148-53-20, REGON [*business registry no.:*] 122746305; e-mail: Info@DuoLife.eu, helpline: 12 3334567;

Web portal – online Web service available at: WWW.MYDUOLIFE.COM ran by DL in the Polish language and its translation into foreign languages depending on the selected option, under which online sales are organised on the open market of Products available and posted on the Web portal by DL;

Product – the DuoLife goods available on the Web portal, subject to the conditions described in the Regulations and conditions presented by the Service Provider participating in the sales process, offering the Product;

User – a natural person who is over 18 years old and has full legal capacity, legal persons and organisational units without a legal personality, who may acquire rights in their own name and incur liabilities, who went through the Registration process, as a result of which an individual Account was created for each of them;

Seller – DuoLife S.A. with its registered office in Więckowice, ul. Topolowa 22, PL 32-082 entered in the National Court Register under KRS [*National Court Register*] number: 0000638495, NIP [*taxpayer's id. no.:*] 675-148-53-20, Regon [*business registry no.:*] 122746305;

Account – managed by DL for the User under a unique name (login) account, enabling Users to log in to the Web portal and place Orders. Through the Account, the User gains access to services provided by DL under the Web portal on the terms set out in the Regulations;

Registration – Procedure for setting up an Account on the Web portal;

Regulations – the Regulations for the provision of electronic services under the Web portal posted on one of the subpages of the Web portal;

Order – User's declaration of will, submitted via the Web portal, aimed directly at the conclusion of the Sales Agreement, specifying in particular the type and quantity of Products;

2. General provisions

2.1. The Regulations defines the rules of using the Web portal.

2.2. The Regulations are Regulations referred to in art. 8 of the Act on rendering electronic services.

2.3. The Regulations specify in particular:

- a) the rules for using the Web portal;
- b) the rules for registering and using the Account on the Web portal;
- c) the terms and conditions for submitting orders via the Web portal in electronic way;
- d) the rules for concluding Sales Agreements using the services provided on the Web portal;
- e) rules of handling complaints

;

2.4. It is possible to use the Web portal provided that the IT system used by the User meets the following minimum technical requirements:

- a) MS Internet Explorer versions 8.x and 9.x or later with enabled Java applet or

- b) Chrome versions from 16x to 21.x or later with enabled Java applet or
- c) FireFox versions from 3.x to 14.x or later with enabled Java applet or
- d) Opera versions from 11.x to 12.x or later with enabled Java applet or
- e) Safari 5.x or later with enabled Java applet,
- f) a minimum screen resolution of 1024 x 768 pixels.

2.5. In order to use the Web portal, the User should obtain access to a computer station or the user's device with access to the Internet.

2.6. In order to use the Web portal, the User should have an active e-mail account (e-mail).

2.7. Customers can access these Regulations at any time via the link on the main page of the Web portal and download it and print it out.

2.8. Information about the Products, in particular their descriptions, technical and functional parameters as well as prices, constitute an invitation to conclude an agreement, within the meaning of art. 71 of the Civil Code.

3. Terms of using the Web portal

3.1. The User may browse Products available on the Web portal and place Orders without making a Registration.

3.2. Users in order to register should fill in the registration form by providing, among others: their forename and surname, e-mail address used as the name under which the registering person intends to participate in the offered transactions (login), password and mobile phone number.

3.3. The condition of Registration is to read and accept the Regulations and provide personal data marked as mandatory, as well as the User's consent to the processing of his/her personal data provided during the Registration. Providing data marked as mandatory is voluntary, but necessary to create an Account, process and handle Orders, as well as to properly provide services provided electronically. Providing personal data not marked as mandatory is voluntary and it is not necessary to create an Account.

3.4. The User may delete his/her Account at any time without giving a reason and without additional costs, unless s/he has placed an Order, then the Account may be deleted after the sale

of the Product being the subject of the given Order. The Account may be deleted by sending DL a request to delete the Account along with an indication of the e-mail address (e-mail address) currently registered on the Web portal via e-mail to the following address: info@duolife.eu. or in a written form to the DL address indicated in point 1 of the Regulations.

3.5. DL can make the Registration or use of the Web portal by the User conditional upon the credibility of his/her data listed in point. 2.

3.6. As a result of proper registration, the Web portal creates an Account for the User assigned to the name (login) provided in the registration form. The User gains access to the Account after entering the name and password (logging in) on the Web portal.

3.7. The User may not use the Accounts of other Users and share his/her Account with other persons. The User should keep the Account password secret. Accounts are non-transferable.

3.8. DL reserves the right to temporarily block an Account or access to the selected services provided by the Web portal in the event that it is determined that the security of the Account or/and data is at risk. DL may require from the User changing the access password to the Account for further usage of that Account. After changing the password, the User will immediately regain access to the Account.

4. Scope of responsibilities

4.1. DL is not responsible for any damages or lost profits that may arise from using or not using the Web portal by the User in a manner inconsistent with applicable law or the Regulations.

4.2. Limitation of liability DL covers all possible damages caused by unauthorised behaviour of other Users.

4.3. DL reserves the right to edit, change, modify and delete content deemed inappropriate by the User.

4.4. DL is entitled to make breaks or disturbances in providing access to the Web portal, if it is caused by:

- a) the need to repair, modify, extend or maintain the hardware or installed software;
- b) causes beyond the control of DL.

4.5. DL is not responsible for any loss of the password and/or login by the User or any other person that entered into possession of their password and/or login (regardless of how they came into their possession).

4.6. DL takes steps to ensure that the Web portal works properly, to the extent that results from current technical knowledge and undertakes to remove any irregularities reported by Users within a reasonable time.

a) The User is obliged to immediately notify DL about any irregularities or interruptions in the functioning of the Web portal.

b) Irregularities related to the functioning of the Web portal may be reported in writing to: DuoLife S.A ul. Topolowa 22, 32-082 Więckowice, by e-mail to info@duolife.eu.

c) In the complaint, the User should provide his/her forename and surname, correspondence address and the type and date of irregularities related to the functioning of the Web portal.

d) DL undertakes to review each complaint within 14 days, and if it is not possible, to inform the User in this period when the complaint will be considered.

4.7. DL reserves the right to share User's data if the obligation to disclose to authorised persons results from the applicable provisions of law.

4.8. DL's exclusive source of obligations is the Regulations and mandatory legal regulations.

5. Supervision of the content

DL has the right to control the content placed on the basis of data provided by Users on the Web portal, in order to check the compliance of the content with the Regulations and the provisions of law. DL has the right to remove any materials and content posted by Users that are inconsistent with the provisions of the Regulations or are illegal.

6. Placing Products on the Web portal

DL is entitled to place on the Web portal products subject to sale on the basis of relevant Agreements signed with the producers and suppliers.

7. Purchase and conclusion of the agreement

7.1. The User may purchase the Product available on the Web portal by placing an Order. Orders

can be placed twenty-four hours a day, seven days a week, through the Web portal.

7.2. The User who registered the Account may place an Order using the Account.

7.3. The User after becoming acquainted with the Products available on the Web portal and deciding to purchase, selects the quantity and type of the Product, taking subsequent technical steps based on displayed messages and information available on the site, presses the "order with payment obligation" button and makes payments while submitting his/her Order. After placing the Order, the User is obliged to make a payment immediately in the payment system chosen by him/her and offered by DL on the Web portal.

7.4. When placing orders – until you press the "Order with payment obligation" – the User has the option to modify the entered data and to select the Product. To do this, follow the displayed messages and information available on the site.

7.5. After providing by the User using the Web portal all necessary data, a summary of the placed Order will be displayed. The summary of the placed Order will contain information regarding:

- a)** the subject of the Order,
- b)** unit and total price of ordered Products, including delivery costs and additional costs (if any),
- c)** the chosen method of payment,
- d)** the chosen method of delivery,

7.6. To send an Order, the User must read and accept the Regulations, and confirm them by marking the appropriate box before finalising the Order. If the User does not accept the Regulations during the order placement procedure, s/he may not use the option of purchasing the Product via the Web portal.

7.7. To place an Order, the User must provide personal data marked as mandatory and express the consent to the processing of his/her personal data provided while placing the Order, and press the "Buy" button. Providing data marked as mandatory is voluntary, but necessary to submit the Order. Providing personal data not marked as mandatory is voluntary and is not required to place an Order.

7.8. Sending the Order by the User is a declaration of will to conclude a Sales Agreement with

DL in accordance with the Regulations.

7.9. After placing the Order, to the e-mail address indicated when placing the Order or in the Account, when the User has created an Order using the Account, the s/he receives an e-mail entitled "Confirmation of receipt of the Order", containing the final confirmation of all essential elements of the Order.

7.10. The agreement is treated as concluded when the User receives the above e-mail.

7.11. In the event that the sale of the Product under the placed Order does not take effect, the User's funds, depending on the bank servicing the DL and the selected payment system, will be immediately unblocked or the funds will be returned to the User's account. The time / period of starting the refund process depends on the User's bank and the selected payment system.

7.12. If the sale of a Product under a placed Order takes effect, the User's funds blocked by the payment system for the duration of the Order are transferred to the DL account, and an e-mail confirming the transaction is sent to the User's e-mail address provided during the Account Registration.

7.13. A sales receipt in the form of a retail invoice or a VAT invoice is issued for each Order. A bill of sale is sent in electronic form to the email address provided during the order placement.

8. Delivery

8.1. The Products are delivered to the address indicated by the User during placing the Order.

8.2. The delivery of ordered Products takes place by a courier service.

8.3. Delivery costs will be indicated at the time of placing the Order.

8.4. The standard delivery date is, depending on the country of delivery, up to 7 working days, counting from the date of receipt of payment for the purchased Product. In the case of foreign shipments, the delivery period may be extended for reasons beyond the control of DL.

9. Prices and methods of payment

9.1. The prices of Products given in Polish zlotys include VAT (with distinction of the rate depending on the type of product/service).

Product prices given in foreign currencies do not include VAT, because their purchase is

available to citizens and foreign entities.

9.2. The prices of the Products listed on the Web portal do not include delivery costs, which will be calculated at the time of placing the Order. The total value of the Order includes the price of the Product and the cost of its delivery.

9.3. Information on the price of the Products, features and essential properties of the Product are available on the Web portal and are placed next to the presented Product.

9.4. The binding and final price is the price given in the summary of the placed Order at the time of placing the Order by the User.

9.5. The user can pay:

a) by bank transfer to the DL bank account number indicated on the Web portal,

b) by credit / debit card via available payment channels,

c) in cash on delivery in case of personal collection of a product.

9.6. The User should pay for the Order immediately after the conclusion of the Sales Agreement.

10. Withdrawal from the agreement

10.1. DL declares that the User has the right to withdraw from the agreement within 14 days without giving reasons, (a template can be found in Appendix no. 2 to the Regulations), subject to the exceptions referred to in art. 38 of the Act on Consumer Rights of 30 May 2014 regarding agreements:

a) for the provision of services, if the entrepreneur has fully performed the service with the clear consent of the consumer who was informed before the service that after the entrepreneur has fulfilled the service, s/he will lose the right to withdraw from the agreement;

b) in which the price or remuneration depends on fluctuations on the financial market over which the entrepreneur has no control and which may occur before the deadline for withdrawal from the agreement;

c) in which the subject of the service is a non-prefabricated item, manufactured according to the consumer's specification or serving to satisfy his/her individual needs;

- d)** in which the object of the service is an item subject to rapid deterioration or having a short shelf-life;
- e)** in which the object of the service is an item delivered in a sealed package, which after opening cannot be returned due to health or hygiene reasons, if the packaging was opened after delivery;
- f)** in which the object of the service are items which after delivery, due to their nature, are inseparably connected with other things;
- g)** in which the subject of the service are alcoholic beverages, the price of which was agreed at the conclusion of the Sales Agreement, and which delivery may take place only after 30 days and which value depends on market fluctuations over which the entrepreneur has no control;
- h)** in which the consumer explicitly demanded that the entrepreneur come to him/her for urgent repair or maintenance; if the entrepreneur provides additional services other than those which performance the consumer demanded, or supplies things other than the spare parts necessary to perform the repair or maintenance, the right to withdraw from the agreement is entitled to the consumer with regard to additional services or items;
- i)** in which the object of the service are sound or visual recordings or computer software delivered in a sealed package, if the packaging has been opened after delivery;
- j)** for delivering newspapers, periodicals or magazines, with the exception of subscription agreements;
- k)** concluded through a public auction;
- l)** for the provision of accommodation services, other than for residential purposes, transport of goods, car rental, catering, relaxation services;
- m)** concerning entertainment, sporting or cultural events, if the contract indicates the day or period of service provision;
- n)** for delivery of digital content that is not stored on a tangible medium if the fulfilment of the service started with the consumer's clear consent before the deadline for withdrawal from the agreement and after informing him/her by the entrepreneur about the loss of the right to withdraw from the agreement.

10.2. *Instruction about the right to withdraw from an Agreement*, containing in particular information about the manner and date of exercising the right to withdraw from the Agreement and the costs of returning goods in the event of withdrawal from the Agreement, which the Customer bears, constitutes Appendix no. 1 to the Regulations.

10.3. The deadline to submit a statement of withdrawal from the Agreement starts from the moment the User takes possession of the ordered Product or a third party indicated by the User, other than the carrier,

10.4. In the event of withdrawal from the agreement, each party is obliged to return to the other all that s/he has received under the agreement. Return of provisions takes place no later than within 14 days from the date of receipt by DL of the withdrawal from the Agreement, provided that the Consumer returns the ordered goods to DL (if it was previously delivered to him/her effectively).

10.5. In the event of withdrawal from the Agreement, the Consumer is obliged to bear the cost of returning the goods.

11. Fees and commissions

11.1. Registration in the Web portal is free for each User.

11.2. The only fee charged by the Web portal is the fee which the User pays each time for the purchase of Products selected by him/her at www.MyDuoLife.com, delivery costs, as well as the payment method and possible commissions related to it, about which the consumer is informed at the moment the Order is placed for execution.

12. Complaints

12.1. DL is responsible under statutory warranty for the sold goods to Users who are Consumers on the terms set out in the provisions of the Civil Code Act, in particular of the art. 556 and n. The consumer may request the exchange of the Product (s) for a product that is free from defects, or instead of replacing it, demand removal of the defect, if possible. The buyer will not be able to withdraw from the agreement if the defect is irrelevant.

12.2. The User may file a complaint if the provisions provided in the Regulations are not carried out by DL or are not carried out in accordance with the provisions of the Regulations and the

applicable legal provisions.

12.3. Complaints may be submitted in electronic form to the address: reklamacje@duolife.eu or in writing to the address of DuoLife S.A ul. Topolowa 22, 32-082 Więckowice. It is advisable that the complaint should contain in particular: forename, surname, date of purchase of the Product, type of the Product subject to the claim, exact description of the defect and date of its discovery, request of the User.

12.4. If the data or information specified in the complaint require to be completed, DL before considering the complaint, will ask the person filing the complaint to complete it in the scope indicated by DL.

12.5. DL considers the complaint within 14 days from the date of its receipt along with all the data required by DL, and if it is not possible, DL undertakes to inform the User during that period when the complaint will be considered.

12.6. The response to the complaint is sent to the e-mail address assigned to the User's Account. In justified cases, DL may send a response in a different way indicated by the User submitting a complaint.

13. Ways to handle complaints out of court

13.1. Detailed information about extrajudicial ways of dealing with complaints and pursuing claims, as well as the rules of access to these procedures are available at the offices and on the websites of district (municipal) consumer advocates, social organisations, which statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection.

13.2. The customer who is a consumer has, among others the following possibilities of using extrajudicial means of dealing with complaints and claiming their rights:

a) making a request to a permanent consumer court of arbitration at the Trade Inspection to settle the dispute arising from the concluded Sales Agreement.

b) making a request to the Provincial Inspector of Trade Inspection to initiate mediation proceedings regarding settling a dispute between the Customer and the Seller amicably.

13.3. Each customer can get free help in settling the dispute, also using the free help of the district (municipal) consumer advocate or social organisation, which statutory tasks include

consumer protection, including Consumer Federation, Association of Polish Consumers.

13.4. The use of extrajudicial ways of dealing with complaints and pursuing claims is voluntary and may take place when both parties of the dispute agree.

14. Final provisions

14.1. Privacy and confidentiality

a) DL is the administrator of the database, where personal data of all Users is stored. The data is collected and processed in order to: execute the Order, thus making it possible to make purchases, make financial settlements and settlements of operations performed, facilitate contact between DL and the User and the sale of Products on the Web portal.

b) Each User submitting the Order agrees to processing his/her personal data necessary to execute the agreement for the purchase and sale of goods.

c) DL User has the right to access their personal data at any time and the right to update them at any time, as well as the right to delete them and other types of control within the meaning of art. 32 of the Act of 29 August 1997 on the Protection of Personal Data (Dz. U. [*Journal of Laws*] No. 133, item 883, as amended).

d) The User declares that s/he agrees to receive commercial information from DL, in particular to the e-mail address provided by him/her.

14.2. Amendments to the Regulations

a) DL may change the Regulations and launch a new version of the services provided on the Web portal. The change becomes effective on the date specified by DL, which will not be shorter than 7 days from the time the amended Regulations are made available on the Web portal.

b) In the event of a change to these Regulations, all Agreements, Orders placed before the date the amendment to the Regulations come into force will be fulfilled in accordance with the Regulations in force on the day of concluding the Agreement, placing the Order.

14.3. Termination of the Account agreement:

a) The User may at any time terminate the agreement with DL regarding his/her Account by contacting the Web portal customer service centre, providing his/her data and login (e-mail

address) provided by the User during the Registration in the Web portal. The account is deactivated at the time of deletion from the system, with the proviso that the User has access to the Account and access only to the functions allowing to settle the accounts to DL and complete the concluded agreement.

b) For important reasons, the Account may be deleted by DL.

c) If the account is deleted on the basis of DL's decision, the User cannot re-register on the Web portal's Web portal without prior DL's consent.

14.4. Licenses and conditions

a) All trademarks, logos, copyrighted materials and other intellectual property material used on this Web portal are property of DL, or its business partners. Access to the Web portal does not transfer ownership status or rights to Intellectual Property;

b) The Web portal will be used in accordance with the terms of the Agreements concluded by DL with the Members of the DuoLife Club;

c) You may not reproduce or place any part or content of this Web portal on another website without the written consent of DL, and you may not download, reproduce, alter or resell any content of the Web portal for commercial or non-commercial purposes;

d) The Web portal prohibits the placement of materials:

- having abusive, offensive or obscene character,
- with pornographic, discriminatory, inciting racial hatred, blasphemous content, violating confidentiality or privacy,
- which may encourage or lead to crimes.

e) The Customer using the Online Store is obliged in particular :

- not to deliver and not to forward content prohibited by law, e.g. content that promotes violence, is defamatory or violating personal rights and other rights of third parties,
- to use the Online Store in a manner consistent with good customs and with respect for the personal rights of other entities,

- to use the Online Store in a way that does not interfere with its functioning, in particular through the use of specific software or devices,
- not to take actions that involve sending or placing unsolicited commercial information (spam) as part of the Online Store,
- to use the Online Store in a way that is not inconvenient for other clients and for the Administrator,
- to use of all content included in the Online Store only for personal use,
- to use the Online Store in a manner consistent with the provisions of the law in force on the territory of the Republic of Poland, the provisions of the Regulations, as well as the general principles of using the Internet.

f) In the event of a breach of these Terms of Use, DL may suspend or deny the User's access to this Web portal, or take other disciplinary actions and sanctions,

g) In order to ensure the security of the transmission of messages and data in connection with the services provided on the Web portal, DL takes technical and organisational measures appropriate to the degree of security risk of the services provided, in particular measures to prevent the unauthorised collection and modification of personal data sent in the Internet.

h) DL will make every effort to ensure functioning of the Web portal for 24 hours a day, 7 days a week and care that the content of the Web portal is up-to-date and correct, reserving the right to make changes. DL shall not be liable if access to the Web portal would be suspended or interrupted due to fortuitous events, such as failure and system failure, maintenance works, independent of due diligence on the part of DL.

14.5. Information and price lists published on the Online Store Web portal relating to goods presented in the Online Store do not constitute an offer in the meaning of the Civil Code.

14.6 Settlement of Disputes between the Parties

a) Settlement of any disputes arising between the Administrator and the Customer, who is a consumer in the meaning of art. 221 of the Civil Code, subject to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure.

b) Settlement of any disputes arising between the Administrator and the Customer, who is not a consumer in the meaning of art. 221 of the Civil Code of the Civil Code, subject to the court having jurisdiction over the seat of the Administrator.

c) Regulations in accordance with the Consumer Rights Act of 30 May 2014, implementing the Directive of the European Parliament and the European Council 2011/83/EU.

INFORMATION ABOUT THE RIGHT TO WITHDRAW FROM THE AGREEMENT

1. The right to withdraw from the agreement

You have the right to withdraw from this agreement within 14 days without giving any reason.

The time limit for withdrawal from the agreement expires after 14 days from the date on which you came into possession of the item or in which a third party other than the carrier and indicated by you came into possession of the item.

To exercise your right of withdrawal, you must inform DuoLife S.A. (ul. Topolowa 22, 32-082 Więckowice, e-mail: info@duolife.eu tel. 123334567) about your decision to withdraw from this agreement in a way of an unambiguous statement (for example, by letter sent by post, fax or e-mail).

DuoLife S.A

ul. Topolowa 22

32-082 Więckowice k/Krakowa

with a note „Return”.

You can use the template of the withdrawal form, but it is not obligatory.

To keep the deadline to withdraw from the agreement, it is enough for you to send information regarding the exercise of your right to withdraw from the agreement before the deadline of withdrawal from the agreement.

2. Effects of withdrawal from the agreement

In the event of withdrawal from this agreement, we will refund you all payments received from you, including the costs of delivering the items, immediately, and in any case no later than 14 days from the date on which we are informed about your decision to use the right to withdraw from this agreement.

We will refund the payment using the same payment methods that you used in the original transaction, unless you have clearly agreed otherwise; in any case, you will not incur any fees in connection with this return.

We can withhold the return of the payment until receipt of the item or until proof of its return is provided to us, depending on which event occurs first.

Please send or return the item to us promptly, and in any case no later than 14 days from the date on which you informed us of your withdrawal from this agreement.

The deadline is met if you send back the item before the deadline of 14 days to the following address:

DuoLife S.A

ul. Topolowa 22

32-082 Więckowice k/Krakowa

with a note „Return”.

You will have to cover the costs of returning the items.

You are only responsible for reducing the value of things resulting from using them in any other way than necessary to establish the nature, characteristics and functioning of items.

Appendix no. 2 to the Sales Regulations

DuoLife S.A

ul. Topolowa 22

32-082 Więckowice k/Krakowa

TEMPLATE OF THE WITHDRAWAL FROM THE AGREEMENT FORM

Forename and surname:

Address:.....

Place and date:

I, the undersigned, inform than exercise of my rights, I withdraw from the Sales Agreement for the following products: concluded on

I request a refund of the money paid for the above-mentioned product/s, to the bank account indicated below at the bank number: which the owner is:

(forename and surname of the owner of the above-mentioned bank account)

At the same time I am returning (together with this letter) unaltered* ordered product/s received on not bearing any signs of use, fully fit for its/their further resale.

.....
Consumer's signature

* Alternatively, please provide the reason for the return together with a description of the damage to the ordered product/s.

Więckowice, 05.03.2018 r.