In order to place an Order through the Portal, it is necessary for the User to read and accept the Regulations, which the User confirms by checking the appropriate box before finalizing the Order. Lack of acceptance of the Regulations by the User during the Order submission procedure prevents the purchase of the Product via the Portal.

Definitions:

Account - an account kept by the Seller for the User under a unique name (login), enabling the User to log in to the Portal and place Orders. Through the Account, the User gains access to the services provided by the Seller on the Portal on the terms set out in the Regulations.

Portal - the online service available on the website at www.myduolife.eu whose administrator is the Seller.

Product - goods available on the Portal that can be purchased by the User through a sales contract.

Regulations - these Purchasing Regulations, which also constitute Regulations within the meaning of art. 8 of the Act on the provision of services by electronic means.

Registration - the process of creating an account on the Portal.

Seller / DuoLife - DuoLife S.A. or other companies related personally, capital or contractually with DuoLife S.A., providing a service of selling DuoLife Products in a given country or territory.

User - Club member, Candidate, person applying for the status of Club member, Preferred customer, Customer, including in particular a natural person over 18, having full legal capacity, acting as a consumer within the meaning of the Civil Code, as well as any other entity using the Website.

Order - The User's declaration of intent submitted via the Portal, aiming directly at the conclusion of the Sales Agreement, specifying in particular the type, quantity and price of the Products.

1. General provisions

1.1. The Regulations define the rules for using the Portal, in particular:
   a) rules for registering and using an Account on the Portal;
   b) terms and conditions for placing Orders on the Portal;
   c) rules for concluding sales contracts on the Portal;
   d) rules of complaint procedure in connection with the provision of electronic services and complaint procedures regarding Products.

1.2. Using the Website is possible provided that the ICT system used by the User meets the following minimum technical requirements:
   a) MS Internet Explorer version 8.x and 9.x or later with Java applet enabled or
   b) Chrome versions 16.x to 21.x or newer with Java Applet or
   c) Firefox versions 3.x to 14.x or newer with Java applet or
   d) Opera versions 11.x to 12.x or newer with Java Applet or
   e) Safari 5.x or newer with Java applet enabled,
   f) Minimum screen resolution is 1024 x 768 pixels.

1.3. In order to use the Portal, the User should have an active electronic mail account (e-mail) and gain access to a computer station or end device with Internet access.

1.4. Users can access the Regulations at any time via the link on the Portal's homepage, download it and print it.

1.5. Current information on the function and purpose of the software or data that is not a component of the service content, entered into the ICT system used by the User (so-called cookies) can be found in the Cookies Policy.

1.6. In order to ensure the security of the transmission of messages and data in connection with the services provided on the Website, the Online Store shall undertake both technical and organizational measures appropriate to the degree of threat towards the security of the services provided, in particular measures to prevent unauthorized collection and modification of personal data sent via the Internet. The Seller reserves, however, that the use of services provided electronically may involve risks. Possible threats related to the use of these services, as well as technical measures available to Users to minimize them, are described in the Information on special threats related to the use of services provided by Users by electronic means, constituting Annex 3.2 to these Regulations.
1.7. The User is obliged in particular to:

a) not provide on the Portal content prohibited by law, in particular content that promotes violence, inciting hatred, defamatory, discriminating or violating personal rights and other rights of third parties, having an abusive, offensive or obscene nature, as well as pornographic content,

b) use the Portal in a manner consistent with morality and respect for the personal rights of other entities,

c) use the Portal in a way that does not interfere with its functioning, in particular through the use of specific software or devices,

d) take no actions consisting in sending or placing unsolicited commercial information on the Portal (spam),

e) use the Portal in a way that is not burdensome for other Users and for the Seller,

f) use any content posted on the Portal only for personal use.

g) use the Portal in a manner consistent with applicable law, the provisions of the Regulations, as well as with the general principles of using the Internet.

1.8. In the event of a breach of the rules set out in these Regulations, the Seller may at their discretion, limit, permanently or temporarily remove the access to the Portal to the User. At the same time, the Seller reserves the right to modify and remove content deemed by the Seller to be contrary to the Regulations or applicable law.

1.9. The Seller will make every effort to ensure the functioning of the Portal 24 hours a day, 7 days a week. The Seller shall not be liable if access to the Portal is prevented or hindered due to random events, such as a system failure and defect, due to maintenance works, as well as other events beyond the control of the Seller. At the same time, the Seller reserves the right to limit or prevent access to the Portal in connection with the need to repair, modify or maintain the Portal, equipment or installed software or solve problems caused by causes beyond the control of the Seller.

1.10. The Seller shall not be liable for any damages or lost profits that may arise from the use or inability of the User to use the Portal.

1.11. The Seller undertakes actions to ensure fully correct operation of the Portal, to the extent that results from current technical knowledge and undertakes to remove as soon as possible any irregularities reported by Users. The User is obliged to immediately notify the Seller of any irregularities in the operation of the Portal in writing to the Seller's address. Within the complaint, the Customer should provide full name, correspondence address, type and date of irregularities related to the functioning of the Portal. Seller undertakes to consider each claim within 30 days, and if it is not possible, to inform the Customer within that period when the complaint is to be dealt with.

2. Registration.

2.1. The User may browse the Products available on the Portal and place Orders without Registration.

2.2. Users for Registration should complete the registration form by providing, among others: their name and surname, e-mail address used as the name under which the registrant intends to participate in the proposed transactions (login), password and mobile phone number.

2.3. 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 personal data provided during Registration. Providing data marked as mandatory is voluntary, but necessary for the creation of an Account, execution and processing of Orders, as well as for the proper implementation of services provided electronically. Providing personal data not marked as mandatory is voluntary and is not necessary to create an Account.

2.4. The Seller may make User's registration or use of the Portal conditional on the reliability of their data listed in point 2.2.

2.5. As a result of correct Registration, the Portal creates for the User an Account assigned to the name (login) given in the registration form. The User gains access to the Account after entering the name and password on the Portal. Creating an account is tantamount to concluding a contract, electronic statement of services in the field of the Account.

2.6. Users who do not have a written authorization for a DuoLife Account are not allowed to use the Accounts of other Users or to share their account with other persons. The User should keep the Account password secret.

2.7. The User who has an account on the Portal may delete the Account at any time without giving a reason and without additional costs, unless he has placed an Order. Then the Account may be deleted after the sale of the Product being the subject of the given Order. Account deletion may occur by sending the Seller via e-mail to the following address: info@duolife.eu, or in writing to the Seller's address, request to delete the Account together with an indication of the e-mail address (e-mail address) currently registered on the Portal. Deleting an account is tantamount to terminating the contract for the provision of electronic services in the field of the Account.

2.8. The Seller reserves the right to temporarily block the Account or access to selected services provided by the Portal if it is determined that the security of the Account or / and data is at risk. The Seller may make further use of the Account by the User subject to changing the access password to this Account. After changing the password, the User will immediately regain access to the Account.
2.9. In the event of a violation of these Regulations or the law, the Account may be deleted by the Seller. If the account is deleted based on the Seller’s decision, the User may not re-register on the Portal’s pages without the prior consent of the Seller.

3. Purchase.

3.1. The User may purchase Products available on the Portal by placing an Order. Orders can be placed twenty-four hours a day, seven days a week via the Portal.

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

3.3. After getting acquainted with the Products available on the Portal’s website, the User decides to buy, selects the quantity and type of Product, taking further technical actions based on the displayed messages and information available on the website, presses the button „Buy with payment obligation” while submitting an Order which will be carried out after crediting the Seller’s bank account.

3.4. After placing the Order, the User is obliged to make the payment in the payment system chosen by him and offered by the Seller on the Portal within 7 calendar days from the moment of placing the Order.

3.5. When placing an Order - until the „Buy with payment obligation” button is pressed - the User can modify the entered data and selected Products. To do this, follow the displayed messages and information available on the website.

3.6. After the User using the Portal has provided all necessary data, a summary of the placed Order will be displayed. The summary of the order will contain the following information:

a) Description of the Subject of the Order,

b) unit and total price of the Products ordered, including delivery costs and additional costs (if any),

c) the chosen payment method,

d) the chosen delivery method,

e) the rebates granted,

f) delivery address or place of receipt of the Products.

3.7. In order to place an Order, it is necessary to provide personal data marked as mandatory and the User consent to the processing of his personal data provided when placing the Order, and pressing the „Buy with payment obligation” button. Providing data marked as mandatory is necessary to place an Order. Providing personal data not marked as mandatory is voluntary.

3.8. Sending an Order by the User constitutes a declaration of will to conclude a Sales Agreement in accordance with these Regulations.

3.9. After placing the Order, the User receives an e-mail entitled „Order Confirmation in the DuoLife system”, containing final confirmation of all relevant elements of the Order to the e-mail address provided in the Order or upon Registration, if the Order is placed using the Account.

3.10. The agreement is considered concluded when the User receives the e-mail message referred to above.

3.11. In the event that the sale of the Product under the placed Order does not take place, the User’s funds, depending on the bank supporting the transaction and the chosen payment system, will be unblocked or a refund of these funds to the User’s account will be launched. The refund time depends on the User’s bank and the payment system chosen by him.

3.12. In the event that the sale of the Product under the placed Order takes place, the User’s funds blocked by the payment system for the duration of the Order are transferred to the Seller’s account and an email is sent confirming the transaction to the User’s email address provided during Registration or when placing the Order, if the Order was placed without using the Account.

3.13. A proof of sale is issued for each Order in accordance with the regulations applicable to the Seller.

4. Rebating purchases with points from the Virtual Wallet (applies only to Users who are Members in the meaning of the DuoLife Club Regulations)

4.1. Orders can be discounted with points accumulated in the Virtual Wallet, referred to in the Regulations of the DuoLife Club, only if the Club Member has an account registered as an individual and does not collect a purchase confirmation in the form of a VAT invoice for any business activity.

4.2. Rebates from the Virtual Wallet of the Order is not possible:

a) on Accounts registered as legal entity or sole entrepreneurship (business entity);

b) on Accounts registered as an individual when the recipient is a business entity;
c) for Club Members operating in countries with separate legal regulations in the above-mentioned scope.

5. Delivery.

5.1. Products are delivered to the address provided when placing the Order.

5.2. Delivery of ordered Products takes place in accordance with the method indicated by the User selected from the available options.

5.3. Delivery costs will be indicated when placing the Order or in the case of selected directions (areas outside continental Europe) are calculated separately and confirmed by the User before the conclusion of the sales contract.

5.4. The expected date of Order completion is up to 7 business days from the date of posting the funds for the placed Order or placing the Order, if the payment method specified in point 6.5. c) or 6.5. d) has been selected. The delivery time depends on the carrier’s work, but it should not be longer than 7 business days. In the case of foreign shipments, in particular outside Europe, the delivery period may be extended for reasons beyond the Seller’s control.

6. Prices and payment methods.

6.1. Product prices listed on the Portal are gross prices and include VAT.

6.2. Product prices listed on the Portal do not include delivery costs, which will be added when placing the Order. Transport costs can be priced individually by DuoLife and will be added after placing the Order, especially in the case of shipping Products outside continental Europe. The total value of the Order includes the price of the Product and delivery costs.

6.3. Information about the price of Products, features and significant properties of the Products are available on the Portal and are placed next to the presented Products.

6.4. The binding and final price is the price given in the summary of the Order placed at the time of placing the Order by the User, unless the transport costs are priced individually by DuoLife, in accordance with point 6.2. Then the total price will be given before the conclusion of the sales contract.

6.5. The user can pay the fee:

   a) by transfer to the Seller’s bank account number indicated on the Portal,
   b) by payment/credit card through available payment channels,
   c) in cash when picking up the Order in person,
   d) cash on delivery.

6.6. The User should pay for the Order immediately after concluding the sales contract. In the absence of payment for the Order, it will be cancelled after 7 calendar days without the possibility of its restoration. If the payment method specified in point 6.5. c) is chosen the User should immediately collect the Order personally after the conclusion of the sales contract. If the Order is not collected, it might be cancelled after 7 calendar days from the date of conclusion of the sales contract without the possibility of its restoration. If the payment method specified in point 6.5. d) is chosen the User should pay for the Order at the time of its delivery.

6.7. Payment methods may vary depending on the country of delivery or country of registration.

7. Withdrawal from the agreement.

7.1. Seller declares that the consumer within the meaning of art. 22(1) of the Civil Code (hereinafter the Consumer) has the right to withdraw from the sales contract within 14 days without giving reasons, (the Consumer may use the model withdrawal from the contract found in Annex 3.1 to the Regulations, but this is not mandatory) subject to exceptions applicable in the country of the Seller and subject to exceptions referred to in art. 38 of the Act on Consumer Rights of May 30, 2014 regarding contracts:

   a) for the provision of services, if the entrepreneur has fully performed the service with the express consent of the Consumer, who was informed before the start of the service that after the entrepreneur has fulfilled the service, he will lose the right to withdraw from the contract;
   b) where the price or remuneration is determined by fluctuations in the financial market over which the Seller does not exercise control and which may occur prior to the expiration of the period for withdrawal from the Sale Contract;
   c) when the subject of the agreement is not a standard product but a product manufactured according to the Customer’s specifications or to meet his individual needs.
d) in which the subject of the contract is the provision of a rapidly decaying product or a product having a short shelf life;

e) for which the subject of the contract is a product delivered in a sealed package, which cannot be returned after opening the package for health protection or hygienic reasons if the packaging has been opened after the delivery;

f) in which the subject of the contract is a product, which after delivery because of its nature, is inextricably connected to other things;

g) in which the subject of the contract consists of alcoholic beverages, the price of which has been agreed upon the conclusion of the contract of sale, and which can be delivered only after 30 days and the value of which is dependent on fluctuations in the market, over which the online shop has no control;

h) in which the Consumer expressly requested the Seller to come to him for urgent repair or maintenance; if the Seller provides additional services other than those requested by the Consumer, or supplies products other than spare parts necessary for repair or maintenance, the right to withdraw from the Sale Contract is available for the Consumer with regard to such additional services or items;

i) in which the subject of the contract consists of sound or visual recordings or computer software delivered in a sealed package, if the package has been opened after the delivery;

j) on the provision of newspapers, periodicals, and magazines, with the exception of subscription contracts;

k) concluded by public auction;

l) for the provision of accommodation services other than for residential purposes, the carriage of goods, car rental, catering, leisure services;

m) entertainment, sporting or cultural events, if the contract indicates the day or period of service provision;

n) for the supply of digital content that is not saved on a tangible medium, if the performance of the services began with the express consent of the Consumer before the deadline to withdraw from the contract and the entrepreneur informing him about the loss of the right to withdraw from the contract.

7.2. The deadline for submitting a statement of withdrawal from the Contract begins with the moment the consumer takes possession of the ordered Product by the Consumer or a third party indicated by the Consumer, other than the carrier. In the case of personal pickups, the Consumer may withdraw from the contract within 14 days of receipt by the abovementioned "completed" Order status.

7.3. To exercise the right of withdrawal, the Consumer must inform the Seller of his decision to withdraw by means of an unequivocal statement (for example, by letter sent by post, fax or e-mail). In order to meet the deadline to withdraw from the Agreement, you need to send us information about your intention to exercise the right of withdrawal from the Agreement before the withdrawal period has expired.

7.4. In the event of the withdrawal from the contract, the Consumer will be refunded for the purchased Products. The consumer is obliged to bear the cost of returning the Product. The refund will be made by the Seller using the same payment methods that were used by the Consumer in relation to the Product concerned by the withdrawal. The consumer does not bear the costs associated with the refund. Returns of funds occur no later than within 14 business days from the date of receipt by the Seller of a statement of withdrawal from the Contract, provided that the Consumer returns the ordered Product to the Seller (if it was successfully delivered to him before). The Seller may withhold payment until the ordered product has been returned or until the proof of return is provided to him/her, whichever occurs first.

7.5. The consumer is obliged to return or transfer the product to the seller immediately, and in any case not later than within 14 days from the day on which the consumer informed the seller about withdrawal from the contract. The deadline is met if the Consumer sends the Product within 14 days to the address of the Seller.

7.6. The buyer is responsible only for a reduction in the value of the items resulting from the use in a way other than necessary to establish their nature, characteristics, and functions.

7.7. In the event of concluding a contract with a Seller other than DuoLife S.A., the Consumer has the right to withdraw from the contract under the conditions provided for in the provisions of law applicable to the country of the Seller, with which the Consumer has concluded a sales contract.

7.8. At the request of a DuoLife Club Member, submitted in connection with the termination of cooperation with DuoLife, the company will agree to repurchase the goods, information and instructional materials purchased by the Member of the DuoLife Club, samples of goods or presentation sets purchased within 6 months preceding the date of resignation. Repurchase is possible provided that all of the following requirements are met at the same time:

a) the settlement shall be subject to 90% of the original purchase price less any Commissions granted in connection with membership in the DuoLife Club,

b) returned products must be fit for sale, i.e. still offered by DuoLife, as well as cannot be expired, opened, used or modified in any way.
8. Fees.

8.1. Registration in the Portal is free for each User.

8.2. The only fee collected from the Portal User is the price that he pays each time for the purchase of the Products selected by him available on Portal and the costs of their delivery.

9. Complaints

9.1. The Seller undertakes to provide Products without defects. The Seller shall not be liable for defects of items sold to Users who are entrepreneurs. The Seller is liable under the warranty for the Products sold to Users who are Consumers on the terms provided for by applicable law, in particular art. 560 of the Civil Code or in the case of concluding an agreement with a Seller who is not DuoLife, on the principles provided for in the law applicable to the country of the Seller. In the event of a defect, the Consumer may request the replacement of the Product(s) for a non-defective one, or instead of the replacement, demand that the defect be removed, if possible, or that the price be reduced or the contract be withdrawn. The buyer will not be able to withdraw from the Contract if the defect is insignificant.

9.2. Complaints may be submitted in electronic form to the address info@duolife.eu or in writing to the address of the Seller. It is advisable that the complaint should contain in particular: name, surname, date of purchase of the Product, type of Product being complained about, Order number, product serial number, exact description of the defect and date of finding it, Consumer demand, and in the case of damage to goods during transport attach a photo and a report damage written down in the presence of the courier delivering the parcel.

9.3. If the data or information provided in the complaint need to be supplemented, before considering the complaint, the Seller will ask the person submitting the complaint to complete it.

9.4. The Seller will recognize the complaint within 14 business days of its receipt, and if this was not possible, he undertakes to inform the Consumer when the complaint will be considered.

9.5. The response to the complaint is sent to the e-mail address assigned to the Account of the given Consumer, and in the case of an Order without Registration, to the e-mail address provided during the Order. In justified cases, the Seller may send a response in a different manner indicated by the Consumer submitting the complaint.


10.1. Detailed information on extrajudicial ways of dealing with complaints and redress, as well as the rules of access to these procedures are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations, whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and the Office Protection of Competition and Consumers.

10.2. The consumer has, among others the following possibilities to use extrajudicial means of dealing with complaints and asserting their rights:

a) submitting a request to settle the dispute arising from the concluded sales contract to a permanent amicable consumer court operating at the Trade Inspection,

b) submitting a request to initiate mediation proceedings regarding the amicable settlement of the dispute between the Consumer and the Seller to the Voivodship Inspector of the Trade Inspection,

10.3. The Consumer can acquire free aid according settlement of disputes between the Customer and the Seller using the free assistance of district (municipal) consumer ombudsmen or a social organization whose statutory tasks include customer/consumer protection, e.g. Consumer Federation, Polish Consumers’ Association,

10.4. The use of non-judicial means of dealing with complaints and pursuing claims is voluntary and may take place when both parties to the dispute agree.

11. Final provisions

11.1. The rules for processing Users’ personal data are set out in the Privacy Policy.

11.2. Information and price lists on the Portal related to Products do not constitute an offer within the meaning of the Civil Code.

11.3. Dispute resolution:

a) Settlement of any disputes arising between the Seller and the User who is a Consumer shall be submitted 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 Seller and the User who is not a Consumer shall be subject to the court having jurisdiction over the seat of the Seller.

11.4. Modification of the Terms and Conditions.

a) The Seller reserves the right to amend the Regulations for legal or organizational reasons. Every User will be informed about the content of changes to the Regulations by posting on the webpage of the Portal a message about the changes to the Regulations, containing a list of changes to the Regulations and maintaining this information on the Portal for a period of at least 14 consecutive calendar days,

b) Users who have registered will be additionally notified of changes to the Regulations by sending to the e-mail address (e-mail address) provided at the Registration, information containing a list of changes to the Regulations.

c) The change of the Regulations will be announced no later than 14 calendar days before the amendments to the Regulations come into force. Amendments to the Regulations come into force on the date given together with information about the change in the Regulations, but not earlier than after 14 calendar days from the moment of informing about the change in the Regulations. The amended Regulations will be binding on the User who has registered, unless in the absence of acceptance of changes to the Regulations, the User does not declare the Seller - within 14 calendar days from the date of receipt of information about the amendment to the Regulations - to terminate the contract for the provision of the Account service in the manner indicated in Regulations.

d) In the event of an amendment to these Regulations, all contracts concluded and Orders placed before the date of entry into force of the amendment to the Regulations will be implemented in accordance with the Regulations in the version applicable on the date of conclusion of the contract and placing the Order.

11.5. All Annexes constitute an integral part of the Regulations.

The above regulations are updated and valid since March 16th, 2020

Let every day be a special day...
MODEL FORM OF WITHDRAWAL FROM THE CONTRACT
(this form should be completed and sent back only if the User has the intent to withdraw from the Agreement)

The Addressee:
DuoLife Spółka Akcyjna
ul. Topołowa 22,
32-082 Więckowice K/Krakowa,

e-mail:

I hereby inform about my withdrawal from the sales contract for the following products:

<table>
<thead>
<tr>
<th>Date of agreement/reception</th>
<th>Order number</th>
<th>Full name of the Consumer</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Consumer's address</th>
<th>Bank account number:</th>
</tr>
</thead>
</table>

Consumer’s signature:*  
*(only if the form is sent in paper version)*

Date:
About special threats related to the Users using the services provided electronically by the Seller

Seller, performing the obligation of art. 6 point 1) of the Act of July 18, 2002 on the provision of electronic services (Journal of Laws No. 144, item 1204, as amended), informs about the special risks associated with the use of electronic services by users.

This information applies to threats that can only occur, but which should be taken into account, despite the Seller using measures to secure the Seller's infrastructure against unauthorized actions of third parties.

The basic threats associated with using the Internet include:

a) malware - various types of applications or scripts that have harmful, criminal or malicious actions in relation to the user's IT system, such as viruses, worms, Trojans (Trojan horses), key loggers, diallers;
b) spyware - programs that track your activities that collect information about you and send it - usually without your knowledge or consent - to the author of the program;
c) spam - unwanted and unsolicited electronic messages sent to many recipients at the same time, often containing advertising content;
d) phishing - confidential personal information (e.g., passwords) by impersonating a trustworthy person or institution (phishing);
e) hacking into the user's ICT system using, among others hacker tools such as exploit and rootkit;
f) To avoid these threats, the user should provide his computer and other electronic devices, which he uses by connecting to the Internet, with an antivirus program. Such a program should be constantly updated.
g) Protection against threats related to the use of electronic services by Users is also ensured by:
h) firewall enabled
   i) updating all software,
j) not opening e-mail attachments of unknown origin,
k) reading application installation windows as well as their licenses,
l) disabling macros in MS Office files of unknown origin,
m) regular comprehensive system scans with anti-virus and anti-malware software,
n) data encryption,
o) installation of preventive programs (intrusion detection and prevention),
p) using the original system and applications from a legitimate source.