

Terms of service

Terms and Conditions

The online store operating at: www.noo.ma is operated by NOOMA Sp. z o.o., REGON 368871652, NIP 7831768262, entered in the register of entrepreneurs kept in the National Court Register: District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Economic Department of the National Court Register, KRS 0000706965, share capital: PLN 5,000 paid in full, with registered office: 9C/2 Woźna Street, 61-777 Poznań, referred to as "Seller".

The service has designated an electronic point of contact for direct communication with the authorities of the Member States, the Commission, the Council of Digital Services: support@noo.ma. The same point of contact may be used by any customer for direct and fast communication with the Service. The Service can also be contacted in writing, at its address: ul. Woźna 9C/2, 61-777 Poznań or through the contact form available on the website. Communication may be conducted in Polish or English.

§ 1 General Provisions

The following meaning for words is established:

- CONDITIONS – these Terms and Conditions,
- CUSTOMER – a natural person, legal person or organizational unit without legal personality, but with legal capacity, who, under the terms of these Terms and Conditions, places an Order in the Online Store,
- CUSTOMER POSSESSING CONSUMER RIGHTS – a natural person having the status of an entrepreneur, entered in the CEIDG register, who places an Order in the framework of his/her business activity, however, without relation to the professional nature of this activity. This status applies only to customers with a place of delivery or registered office in Poland.
- CONSUMER – Customer who is a natural person using the Online Store for purposes not directly related to his/her business or professional activity,
- GOOD, PRODUCT – a movable item, presented in the Online Store, to which the Sales Agreement applies,
- CONTRACT OF SALE (CONTRACT) – a contract of sale of Goods within the meaning of the Civil Code, concluded between the Seller and the Customer, using the website of the Store,
- ONLINE SHOP (SHOP) – Internet service available at www.noo.ma through which the Customer may place an Order,
- ORDER – the Customer's declaration of will specifying unambiguously the type and quantity of Goods, aiming directly at the conclusion of the Sales Agreement.

The purpose of the Store is to sell products currently in stock and to allow the Customer placing an Order for the offered products through the website. The use of this service is possible after registering and

logging into the Store or through a properly completed Order form without logging in. The Store allows free browsing of the assortment on the product pages.

Sales are carried out via the Internet between the Orderer as the Buyer and the Store as the Seller.

Each Customer purchasing products offered by the Store is obliged to read the content of these Terms and Conditions.

§ 2 Technical conditions for placing orders

- Technical requirements necessary to use the services of the Store:
 - Internet connection,
 - a properly configured browser,
 - a current, active, and properly configured e-mail account,
 - Cookies and Java Script enabled,
 - a program to access and read PDF files.
2. If the Customer uses hardware or software that does not meet the technical requirements specified above, the Store does not guarantee the proper operation of the service and stipulates that this may adversely affect the quality and progress of the Ordering procedure.
 3. It is prohibited for the Customer to provide content of an unlawful nature, including in reviews of Products.
 4. The Store ensures that all reviews of Products offered in the Store come only from Customers who have purchased the Product in question. To this end, the Store will restrict access to the form for providing ratings and opinions about the Product only to Customers who have an active customer account within the Store and on which the purchase of a given Product has been registered in the Order history. Access to the rating form is also available to those Customers who have purchased the Product without registration. Such Customers receive a special link within the email with confirmation of the Order that allows access to the feedback and rating form for the given Product.
 5. The Customer may subscribe to the Store's newsletter, i.e. a periodic dispatch of information about the Store's products and services. To subscribe to the newsletter, the Customer enters his/her e-mail address in the newsletter form located on the Store's website, at the same time confirming his/her consent to the processing of his/her personal data for this purpose and directing promotional content to the provided e-mail. The newsletter can be unsubscribed from at any time, and for this purpose the Customer is asked to submit an unsubscribe statement via the Store's e-mail: support@noo.ma or by selecting the unsubscribe link in the e-mail delivered with the newsletter.

§ 3 Content security

- It is prohibited for Customers to provide content of an unlawful nature or otherwise inconsistent with the Regulations. Such content includes, among other things:
- Internet connection,

- They are inconsistent with the subject matter of the Service - statements should be related to the content appearing within the Service, i.e., issues related to the offered products and their applications;
 - They duplicate content that has previously appeared on the Service - before posting new content, the Customer is obliged to ensure that similar content has not been posted previously;
 - They concern technical matters related to the functioning of the Service - technical matters should be reported by Customers electronically to the Service's email address;
 - They contain links leading to other websites or files;
 - They are used for conducting prohibited advertising, promotional, marketing activities, in particular by posting advertisements, selling, and promoting products, services, projects, fundraisers.
 - They are used for conducting activities prohibited by law, such as attempts at fraud and extortion of financial means from other Buyers;
 - They incite violence against any living beings, including animals, or praise such violence;
 - They propagate any fascist or other totalitarian regime of a state;
 - They incite hatred or dangerous behavior or praise such behavior;
 - They defame, insult, or in any way infringe upon the rights of third parties;
 - They contain vulgarisms or other offensive content;
 - They violate the applicable legal order or good manners in any other way.
2. In the event of a breach of the above guidelines, the Service reserves the right to moderate and remove such content without informing the poster. Posting content as indicated above on the Service will result in consequences outlined in this Regulation, including, but not limited to, the deletion of the account from the Service or the prevention of making purchases therein.
 3. A Customer who considers certain content on the Service to be illegal or inconsistent with the Regulations may submit a report to the Service regarding it. Such a report must be submitted electronically and should include specific identification of the content, arguments for its removal, and the reporting party's identifying information allowing for their identification. Anonymous reports will not be considered.
 4. Reports will be considered within 14 days of receipt. The reporting party will receive confirmation of the report's receipt. The Service will notify the Customer of the decision made electronically or in writing.
 5. The Service's decision may involve removing the content or leaving it on the Service.
 6. Parties may appeal the Service's decision within 14 days of receiving the reasoning for its removal. The decision on the appeal is final.

§ 4 Registration

Registration in the Store is free of charge and optional.

Registration in the Store takes place on the basis of a properly completed registration form, in which the Customer provides the necessary identification data (name, surname), e-mail address and password, accepts the current Rules of the Store and a statement of consent to the processing of personal data to the extent necessary for the proper implementation of the Customer's Orders. A message confirming the creation of an Account will be sent to the Customer's e-mail address provided in the registration form.

Upon receipt of the message confirming registration, a contract for Account maintenance between the Customer and the Store is concluded.

After registration with the Store, logging in is performed using the data provided in the registration form or modified based on the subsequent request of the Customer.

To remove the Customer's account from the Store (termination of the contract), send an e-mail with a request to remove the account to the e-mail address: support@noo.ma with the identification data of the Customer currently registered in the Store. The above does not apply to situations in which the Store is in the process of processing a placed Order. In this case, the effect in the form of termination of the contract occurs at the time of implementation of the Order in question.

The Store allows placing Orders without registration and logging in. For this purpose, each time in the process of placing an Order, the Customer is obliged to complete an online form by providing the data required by the Store necessary for its identification and the conclusion and initiation of the contract (name, e-mail address, telephone number – optionally delivery address). The customer is required to accept the current Terms and Conditions along with a statement of consent to the processing of personal data for the purpose of processing the Order. Failure to register with the Store means that the Customer does not have a Customer Account, which allows access to automatic tracking of the Order.

In addition, you agree to our [Messaging Terms](#) and [Messaging Privacy Policy](#).

§ 5 Ordering

Information about the assortment available in the Store constitutes an invitation to conclude a contract within the meaning of Article 71 of the Civil Code.

By placing an Order, the Customer submits an invitation to conclude a contract of sale of the ordered products in the Store. The process of ordering a product begins with the confirmation of the features of performance through the product page. The Customer is informed about the expected time of execution of the Order, the availability of the product, the price and methods of payment, as well as possible delivery options. In order to deliver the product, the customer is required to provide his address information or verify it in case of previous account registration and purchase after logging in. Before placing an order (by using the "Pay Now" button), the Customer confirms that he/she is familiar with these Terms and Conditions, together with his/her consent to the processing of personal data for the purpose of carrying out the Order.

Order confirmation sent by the Store to the e-mail address provided by the Customer shall constitute a statement of acceptance of the invitation referred to above. If, before the confirmation of the Order (the "Pay Now" button), the Customer terminates the service and leaves the Store, the contract will not be concluded.

A Customer making a purchase as an entrepreneur is required to provide a tax identification number (TIN) when placing an order, otherwise it is assumed that he/she is purchasing as a Consumer.

The assessment of whether a Customer who is an entrepreneur registered in the CEIDG has the status of a Customer who is entitled to consumer rights shall be made by the Shop with respect to a particular case. It is assumed that Customers who are entrepreneurs entered in the CEIDG register, who have not indicated the non-professional nature of the Order when placing the Order, are purchasing within the framework of their business activity, in connection with its professional nature, unless the circumstances of the conclusion of the Agreement in connection with the object of activity of that Customer reflected in

CEIDG indicate otherwise. The above applies only to the Customer having consumer rights with a place of delivery or registered office in Poland.

In order to place an order, the Customer is obliged to select from among the available in the Store: the ordered Products, the method of delivery, the form of payment and indicate the delivery address. The selection is made by: selecting the Product and adding it to the shopping cart.

The Store automatically detects from which country the customer enters the site and offers a choice of currency (in the upper tab of the page): PLN or EUR. The selection made by the customer is remembered when the customer proceeds to purchase.

The customer may select an unlimited number of Products for the Order from the quantity of a given Product available for Ordering, and will receive a summary of the selected Products after proceeding to the shopping cart. If the number of Products is limited, the Store will indicate such information on the product page.

§ 6 Product price and payment methods

The price listed next to each Product is binding at the time the Customer places an Order. The prices of the Goods displayed on the Store's website include VAT (if VAT is charged due to the place of delivery of the Goods) and do not include delivery costs. The price may include an individually calculated discount or rebate, assigned to the Customer in an automated manner - this information is provided in the summary of the Order.

Delivery of Goods is carried out through a courier company (Fedex, DTS). Information about the cost of delivery is available in the process of placing the Order before it is placed.

Delivery costs will be included in the prices of the products depending on the goods ordered and the method of delivery selected by the Customer during the process of placing the Order.

The Seller shall make available to the Customer the following methods of payment for the Products:

- traditional bank transfer,
- electronic payment via PayPal virtual wallet system - payment service is provided by PAYPAL POLSKA SPÓŁKA Z O.O. KRS: 0000289372, NIP: 5252406419, REGON 14110822500000 with registered office: 53 Emili Plater Street, 00-113 Warsaw,
- Klarna deferred payment system - payment processing is carried out by Klarna Bank AB (publ), which is registered with the Swedish Companies Registration Office under number 556737-0431 and has its registered office at Sveavägen 46, 111 34 Stockholm.
- electronic payments and payment card payments via Shopify Payments - payment processing is provided by Shopify International Ltd. (headquartered: c/o Intertrust Ireland, 2nd Floor 1-2 Victoria Buildings, Haddington Road, Dublin 4, D04 XN32, Ireland).
- electronic payments, payment card payments and deferred payments via Shop Pay - payment processing is provided by Shopify International Ltd. (headquartered: c/o Intertrust Ireland, 2nd Floor 1-2 Victoria Buildings, Haddington Road, Dublin 4, D04 XN32, Ireland).
- electronic payments and payment card payments via Bancontact - payment processing is carried out by Bancontact Payconiq Company NV/SA, a Belgian limited liability company, registered under number 0675 984 882 RPR/RPM Brussels, headquartered at Rue d'Arlon 82, 1040-Brussels, Belgium.
- electronic payments and payment card payments via the eps-Überweisung service - the payment service is provided by PSA Payment Services Austria GmbH, an Austrian limited

liability company with registered office at Handelskai 92, Gate 2, 1200 Vienna, Austria, registered in the local register of entrepreneurs by the Commercial Court of Vienna, under number: FN370048p, UID number: ATU66782626 and belonging to the Austrian Federal Chamber of Commerce Information and Consultancy Division (Professional Association of Financial Service Providers).

- electronic payments and payment card payments via the iDEAL service - the payment service is operated by Currence iDEAL B.V., a Dutch limited liability company, headquartered at Gustav Mahlerplein 33-35 in Amsterdam, with Chamber of Commerce registration no: 3428168.
- electronic payments and payment card payments through the Sofort service - the payment service is operated by Klarna Bank AB (publ), which is registered with the Swedish Companies Registration Office under number 556737-0431 and has its registered office at Sveavägen 46, 111 34 Stockholm.
- AlmaPay deferred payment system - the payment service is operated by Alma SAS, a French limited liability company with its registered office at 176 Avenue Charles de Gaulle 92200 Neuilly-sur-Seine and registered with RCS Nanterre under number 839 100 575.

If the Customer has placed an Order and selected a payment option other than cash on delivery, and the payment has not been credited within fourteen (14) days, the Order shall be cancelled. Three (3) business days after the Order is placed, if the payment is not credited, the Customer will receive an email reminder to make the payment.

The execution of the Order shall commence on the date indicated in the confirmation of the Order and previously accepted by the Customer, but no later than within 30 (thirty) days from the date of conclusion of the contract.

In the case of certain products or in order to achieve a certain value of the Order, the cost of delivery shall be borne by the Store, of which the Customer shall be informed each time before placing the order.

§ 7 Claims and complaints

The Store shall be obliged to deliver the goods without defects and perform all services in accordance with the concluded Contract.

In the event that the delivered Goods are found to be defective, the Customer may, at his option, exercise his warranty rights, if a warranty has been granted, and his warranty rights from the Seller. Warranty rights and warranty rights are independent of each other.

In the case of contracts concluded with Consumers and Entrepreneurs with consumer rights, the Seller shall be liable under warranty and/or contractual liability for services rendered. It is excluded in relation to the Customer with other status.

The product conforms to the Contract of Sale, if, in particular, its conformity to the Contract of Sale remains:

- description, type, type, quantity, quality, completeness and functionality, and, with respect to Products with digital elements, also compatibility, interoperability and availability of updates;
- suitability for the specific purpose for which it is needed by the Consumer, which the Consumer notified the Seller at the latest at the conclusion of the Sales Contract and which the Seller accepted.
- be suitable for the purposes for which Products of this kind are usually used, taking into account applicable laws, technical standards or good practices;

- appear in such quantity and have such features, including durability and safety, and, with respect to Products with digital elements, also functionality and compatibility, as are typical for a Product of this type and which the Consumer may reasonably expect, taking into account the nature of the Product.

The Shop shall be liable for the conformity of the Product with the contract for a period of 2 years from the date of issue of the Goods.

The Customer may also file a complaint if the non-conformity with the contract is due to the installation of the Goods by the Shop or if the non-conformity is due to errors in the user manual.

If the delivered Product or provided services are found to be defective, the Customer may file a complaint and inform the Store about the observed irregularities, document the irregularities in order to verify the objections and indicate whether he demands repair, replacement of the Goods with new ones. A complaint can be submitted electronically or in writing to the address of the Store.

The Store shall immediately, but no later than within 14 days from the date of receipt of the complaint, take a position on the complaint and inform the Customer of further proceedings. The Shop will immediately notify the complainant of the result of the complaint processing in writing or by e-mail to the e-mail address provided in the complaint application.

In the first instance, the Consumer may request the Shop to repair or replace the Goods with new ones.

If the Store:

- refused to repair or replace the Goods, or failed to bring them into conformity with the contract;
- defect exists despite attempts to remove it;
- defect in the Goods is too significant for the Goods to be repaired,
- The Store has declared to the Customer or the circumstances indicate that it will not be possible to bring the Goods into conformity with the contract within a reasonable time or without excessive cost.

The customer may demand a price reduction or withdrawal from the contract.

Transportation of the advertised Products under warranty shall be at the expense of the Store through the shipping method indicated by the Store. The Store does not accept shipments sent back cash on delivery. In some cases, it is not necessary to send the advertised Product, and the Seller may stop at the inspection of the photos provided by the Consumer or Entrepreneur of the consumer's rights, which will be informed by the Seller upon receipt of the complaint.

If the choice to withdraw from the contract has been made, all payments made by the Customer, including delivery costs, will be returned to him immediately, but no later than within 14 days from the date of informing the Customer about the positive processing of the complaint by the Store. Refund of payments made by payment card or electronic transfer shall be made to the bank account from which the payment was made, unless the Customer expressly submits before the refund another refund instruction that does not generate additional costs for him.

In the event of a dispute between the Store and the Customer as to the legitimacy of the refusal to consider a complaint, the Customer, being a Consumer, has the right to use out-of-court means of complaint processing and claim investigation. The customer may use mediation or amicable courts by providing the institution before which the proceedings will be held with an appropriate form - a request for mediation or a request for consideration of the case before an amicable court. A list of sample institutions with contact information is available at www.uokik.gov.pl. In addition, at <http://ec.europa.eu/consumers/odr> the Consumer has access to the settlement of consumer disputes electronically through the EU online platform (ODR platform). Such right is not available to the Entrepreneur with consumer rights.

§ 8 Right of withdrawal

A Customer who is a Consumer or a Customer who has consumer rights may withdraw from the contract without giving any reason within 14 days from the date of delivery of the item. First of all, he or she should contact noo.ma in writing to the address of the Store or electronically to the e-mail address support@noo.ma to make a declaration of withdrawal from the contract, and then return the Goods to the Store. If you need to submit a withdrawal statement, please contact our support department at support@noo.ma. The deadline is considered to have been met if the statement of withdrawal is sent in writing to the address of the Store or by e-mail to support@noo.ma, no later than the last day of the 14-day period. Upon receipt of the statement of withdrawal in electronic form at the above e-mail address, the Store will immediately confirm its receipt by sending the information to the e-mail address of the withdrawing party. The statement of withdrawal from the contract submitted after the expiry of the above deadline has no legal effect.

The Goods should be returned in an unaltered and complete condition, without traces of use, unless the change was necessary within the limits of ordinary use, i.e. the Consumer or the Customer who has the rights of a consumer should proceed with the Goods, taking into account the necessity of its possible subsequent return. He shall be liable for the diminution in the value of the item resulting from the use of the item beyond what is necessary to ascertain the nature, characteristics and functioning of the item. If the returned goods are incomplete or bear traces of use beyond the ordinary management of the thing, the Store reserves the right to refuse to accept the shipment or reduce the returned amount by the equivalent value of the damaged goods, at the Store's discretion.

The right of the Consumer or Entrepreneur of the consumer's right to withdraw from the contract shall not apply if the subject of the Order, among other things, is a contract:

- in which the subject of performance is goods that are not prefabricated, produced according to the consumer's specifications or used to meet his individualized needs;
- in which the subject of the performance are goods that, after delivery, due to their nature, are inseparably combined with other things;

The returned Goods should be sent back within 30 days of withdrawal from the contract together with a statement of withdrawal from the contract to the address of the Store's warehouse, after contacting the Store's staff at support@noo.ma. In the event of withdrawal from the contract, all payments made by him, including the cost of delivery of the item, will be transferred to the Consumer or the Customer with consumer rights immediately, but no later than within 30 days from the date of receipt by the Store of the statement of withdrawal from the contract.

Return of payments made by credit card or electronic transfer shall be made to the bank account from which the payment was made, unless the Customer has expressly made other return instructions before the return, which do not generate additional costs for him (for example, in the statement of withdrawal).

The store may withhold reimbursement of payments received from the Customer until it receives the item back from the Customer or the Customer provides proof of its return, whichever event occurs first.

§ 9 Personal data protection

Provisions regarding the protection of Customers' personal data by the Seller are contained in the Privacy and Cookies Policy posted on the Store's website (<https://noo.ma/pl/policies/privacy-policy>). Provisions concerning protection of personal data in the Store can be found in the Privacy and Cookies Policy located on the Store's Website.

§ 10 Intellectual property

The Terms and all content posted on the Store, including photographs and descriptions, constitute subject matter protected by copyright within the meaning of the Act of February 4, 1994, on Copyright and Related Rights and are subject to legal protection. Any copying, reproduction, distribution, or making of adaptations thereof, in whole or in part, by any means, devices, or techniques, without the written consent of the Store, is prohibited.

§ 11 Final provisions

For each Product sold by the Store, a VAT invoice or other settlement document in accordance with applicable tax regulations is issued. The VAT invoice is delivered electronically to the e-mail address provided by the Customer or in traditional form together with the delivery of the goods. Acceptance of the Terms and Conditions shall at the same time constitute consent to send invoices in electronic form.

The applicable law is Polish law. Disputes arising between the Customer and the Seller shall be resolved by the court having jurisdiction over the Seller's registered office, with the proviso that with respect to Consumers, such disputes shall be resolved before the court having jurisdiction according to the provisions of civil procedure. These Terms and Conditions are subject to the provisions of Polish law and will be interpreted in accordance with them. These Terms and Conditions do not limit any of the consumer's rights to protection that you may be entitled to under the mandatory provisions of law in your country of residence.

The Seller reserves the right to change the Terms and Conditions by announcements on the Website (and to maintain and make available archival versions). The Seller will notify registered Customers of the change in the Terms and Conditions by e-mail with the right to terminate the contract within 14 days. Amendments to the Terms and Conditions shall become effective 14 days after notification. Orders placed before the effective date of the amendments to these Terms and Conditions shall be executed on the basis of the provisions in force on the date of placing the Order.