

Terms of Use

§ 1 GENERAL PROVISIONS

1. Terms of service pursuant to Art. 8 paragraph. 1 item 1 of the Act of 18 July 2002 on the provision of electronic services (Journal of Laws No. 144, item. 1204, as edited.) Define the rules of the Hersoie AIP (the "Administrator") of electronic services by website at: www.hersoie.eu.
2. Terms of service is available free of charge by the Internet in a form that can be downloaded, saved and printed.
3. Start using the services offered on the website requires read the Terms of service. Each user of the start of the use of the services on the Site agrees to the contents and shall be required to comply with the provisions of these regulations.
4. Any person visiting website understand and accepts that it is prohibited to provide the Administrator illegal content, abusive, content that may to mislead the and content that contains viruses or that may cause interference or damage to IT systems.

§ 2 OBJECT OF ADJUSTMENT

1. Regulations specify the types, range and conditions for the provision, conclusion and termination of contracts for the provision of electronic services by the Administrator through the website, and complaint procedures.
2. These Regulations contain provisions on the rights and obligations of the users, common to all the services offered by the Administrator on website. Specific rules for the use of selected services contained in the Annexes to this Regulation.

§ 3 DEFINITONS

Definitions of terms used in the Regulations:

1. **Administrator:** Hersoie AIP
2. **Services:** website (including sub-pages) created and owned by the Administrator, connect to the Internet, allowing users to use, available online at www.hersoie.eu.
3. **Regulations:** this Terms of Service
4. **Service:** a service provided by the Administrator through website pursuant to these Regulations.
5. **Resources:** All materials and content available to users through website.
6. **User:** the person using the Service under conditions which are set out in these Regulations.
7. **Device:** PC or other device with Internet access and appropriate software specified in § 4 of the Rules of Procedure, which allows you to view the contents of the Website.

§ 4 PROCEDURE OF PURCHASE SERVICES

- I. The procedure for placing an order.
 1. Orders for services may be made on the website or by e-mail.
 2. Orders may be made 24 hours for a day.
 3. Completion of an order will be performed at the time and under the conditions specified on the website.
 4. Confirmation of the order includes:
 - a. Complete address information administrator and user
 - b. The type of services or product ordered and the terms and conditions of service agreement or sale agreement
 - c. Order number assigned by the Administrator,
 - d. Price (including all its components, discounts, as well as applicable taxes), contract number assigned by the Administrator,
 - e. Rules for payment or a confirmation of payment,
 - f. In justified cases - the cost, date of and manner of delivery Books, principles payment or a confirmation of payment.
- II. Price
 1. The price is given in Euros (EUR).
 2. Prices are contain of VAT (are gross).
 3. Administrator can give users discounts off the retail price according with the current offer available on the Website. Discounts on various services do not add up.
 4. Administrator reserves the right to change pricing or offers. Users contracts made before the change the price list will be made to the existing money.
- III. Payment.
 1. An order placed by User shall be paid: within 12 days from the date of approval execute service by Hersoie, transmitted by post, telephone or email.
- IV. Contract
To conclude between the Administrator and the User agreement of sale is concluded, respectively in moment of receiving by User a confirmation of done payment.
- V. Canceled orders
Orders not paid on the due date specified in accordance with paragraph. III. 1 above, shall not bind any of the parties and are subject to cancellation.
- VI. VAT invoices
 1. Each sale will be confirmed of a VAT invoice issued in accordance with the information in the relevant section of the order form. VAT invoice will be provided with the service. VAT invoices
- VII. The terms of delivery.
 1. Deadlines for delivery shipments are regulated by the Post or courier.

§ 5 CONSUMER RIGHT OF WITHDRAWAL

- I. Termination of the contract Services.
 1. User within the meaning of the Civil Code, which entered into a contract for the supply of services offered on the Website may withdraw from it without giving reasons, making a statement within 5 days of the conclusion of the contract, subject to paragraph. 3 below.
 2. Notice of withdrawal must be sent to the Administrator by e-mail admin@hersoi.eu within ...
 3. In case of an effective withdrawal from the contract payment made by you will be refunded within 14 days of the account from which the payment was made.

§ 6 RECLAMATION

- I. Reclamation of Service
 1. All reclamations must be submitted to the following address: admin@hersoi.eu.
 2. The subject of the reclamations may be objection by the Administrator of the Service in accordance with the conditions and rules set out in the Regulations.
 3. Reclamations are not subject faults, defects and irregularities associated with the use of the Service and not caused by the Administrator, including their:
 1. User errors or mistakes,
 2. Breach of the terms these Regulations,
 3. Activities of third parties, for whose actions the Administrator is not responsible,
 4. Problems in obtaining the User's e-mail confirming the transaction caused by factors independent of the Administrator. Administrator keeps a record of messages sent to users to confirm the transactions.
 4. Reclamations should contain your information (name and address), e-mail address and a brief description of the reservations and observations.
 5. Administrator shall consider reclamations within 14 days from the date of its receipt. Reclamations will be dealt with in order of their impact. If the complaint can not be resolved within 14 days, the Administrator shall notify the user e-mail of the reasons for the delay and the expected date of complaint

§ 7 INTELLECTUAL PROPERTY

1. Resources and the entire remaining contents of site, such as text, graphics, logos, buttons, images, content databases and applications available on the site are the intellectual property of the Administrator or entities with whom AIP Hersoi concluded relevant agreements and are protected by Polish and international regulations concerning the protection of intellectual property, in particular the provisions of the Law on Copyright and Related Rights.
2. Is forbidden without the consent of the Administrator copying, reproduction or any other use, in whole or in part, information, data or other content available on the Site or coming out of it, except as permitted use under the generally applicable laws.
3. Earning use, as well as free sharing on the Internet content from the Service requires the consent of the Administrator.
4. Is forbidden download the contents of the databases available on the Website and its secondary use, in whole or in substantial part.

5. Any infringement of intellectual property by the User can result in legal action resulting in civil and / or criminal liability in accordance with the provisions of the law.

§ 8 FINAL PROVISIONS

1. Rights under agreement may be transferred to a third party only with the consent of the Administrator expressed in writing.
2. Any changes to the Regulations will be given to the users by publishing them on the Website. Unless otherwise stated, all amendments to the Regulations come into force on the date of publication.
3. Changing the Rules during the of the Agreement is binding if it is justified:
 - o need to protect the rights of users or third parties, or
 - o need to protect intellectual property rights of Administrator, or
 - o significant change in the operation of the Service, introduced in order to improve the quality of the services, in addition Agreement has not been terminated by you within 7 days from the date of delivery by the Administrator User information about changes in the Regulations to the e-mail user.