

## TERMS AND CONDITIONS OF WWW.VIPWOMEN.COM WEBSITE

### I. GENERAL PROVISIONS

1. These Terms and conditions specify the general conditions, rules and manner of providing Service electronically, via the website [www.vipwomen.com](http://www.vipwomen.com) (hereinafter referred to as „**Internet Service**” or „**Service**”).
2. The Internet Service is run by ASmedio Ltd.
3. Contact with the Service Provider is possible via an email addressed to: [contact@vipwomen.com](mailto:contact@vipwomen.com).
4. These Terms and conditions are made available by the Service Provider continuously and free of charge on the [www.vipwomen.com](http://www.vipwomen.com) website, in a way that allows Users to obtain, reproduce and record its content by printing or saving on a digital storage device at any time using the IT system used by the User.
5. All rights to the Service, including proprietary copyrights, intellectual property rights to its name, website domain, Service website, as well as to forms and logos belong to the Service Provider, and their use may only take place in a manner specified and in accordance with the Terms and conditions.
6. The Service Provider reserves the right to place advertising content on the Service regarding the Services offered, as well as goods and services of third parties, in the forms used on the Internet. The use of such offers or services is not part of the Service, and their rules are determined by appropriate third parties.
7. These Terms and conditions set out in particular the rules for using the Service, the types and scope of Services, the conditions for the provision of Services, the conditions for concluding and terminating agreements for the provision of Services and the complaint procedure.
8. The Service Provider informs that the use of Services provided electronically may be associated with a threat on the part of every User of the Internet network, consisting in the possibility of introducing malicious software into the User's IT system and the acquisition and modification of his data by unauthorized persons. To avoid the risk of the above-mentioned threats, the User should use appropriate technical measures that will minimize their occurrence, in particular anti-virus software and firewalls.
9. The rules for providing other Services, including paid Services, as part of the Service may be specified by additional regulations.

### II. DEFINITIONS

The terms used in this document have the following meanings:

**Internet Service/Service** - website available in the domain [www.vipwomen.com](http://www.vipwomen.com), whose owner and administrator is the Service Provider, under which Users can use the Services offered by the Service Provider, in particular browse the content available on the website, including the content of User Profiles, as well as use other Services offered on it, on the terms set out in these Terms and conditions;

**Service Provider** – ASmedio Ltd., entered in the Register of Entrepreneurs of the Central Register and Information on Economic Activity of the Office of Entrepreneurship and Technology, at the address: ul. Grzybowska 85/217, 00-844 Warszawa, Poland, KRS 832025, NIP 5272922934, REGON 385695096;

**User** – an adult person with full legal capacity who may use the Services available on the Service, on the terms set out in these Terms and conditions;

**Registered User** - The User who has registered on the Service, has an Account, may Order Packages, view the content of other Users' Profiles and use other Services dedicated to Users who have an Account, on the principles set out in these Terms and conditions;

**Consumer** - A user who is a consumer within the meaning of art. 22 [1] of the Civil Code;

**Account/User Profile/Profile** – a part of the Service assigned to a given User, in which he may add and present information on the Service for presenting his person, photos and other content in accordance with the purpose of this part of the Service, as well as contact other Users registered using the Contact Box on the terms indicated on the Service and these Terms and conditions;

**Contact box** – part of the User's Profile, which is an interactive contact form, allows contacting other registered Users who have an active Profile. Individual functionalities of the Contact Box may differ depending on the Package held by the User;

**Package** – paid, temporary Service under which the Registered User receives access to additional Services and Service functionalities. The scope of individual Packages is indicated in their description presented on the Service;

**Order** - User's declaration of intent aiming directly at the conclusion of the purchase agreement (hereinafter referred to as: „**Agreement**”) of the Package selected by the User on the principles set out in these Terms and conditions;

**Services** – services provided by the Service Provider to Users electronically within the meaning of the Act of 18 July 2002 on the provision of electronic services (Dz.U. nr 144, poz. 1204 ze zm.);

**Mobile device/Device** – a mobile device with which Users can use the Service and a data transmission service, in particular a mobile phone or tablet;

**Consumer Rights Act** – Act of 30 May 2014 on consumer rights (Dz. U. 2014, Nr 827);

**Act on the provision of electronic services** – Act of 18 July 2002 on the provision of electronic services (Dz. U. Nr 144, poz. 1204 ze zm.);

**Civil Code** – Act of April 23, 1964. (Dz. U. Nr 16, poz. 93 ze zm.);

**Terms and conditions** – current document.

### III. RULES FOR USING THE SITE

1. As part of the Service, the Service Provider enables Users to use the Services they provide, and in particular to place Orders for individual Packages and to use the functionalities provided as part of individual Packages, as well as to use other Services available on the Service.
2. The Service may only be used on the terms and to the extent specified in the Terms and conditions.
3. Minimum technical requirements enabling the use of the Service:

- device with internet access,
  - email account,
  - the latest version of a web browser with cookies and JavaScript enabled,
  - software for reading and saving PDF files.
4. In addition, in order to use some of the Services, it may be necessary to enable geolocation in the Device used by the User and provide the Service access to it. In order to optimize the provision of Services that require access to the Device's geolocation service, it is recommended to allow permanent access to that service.
  5. Users are prohibited from using the Service in a way that violates the law, decency, personal rights of third parties or legitimate interests of the Service Provider.
  6. Using the Service is possible only for users at least 18 years old who have full legal capacity. Upon entering the Service, the User confirms his age.
  7. By posting content and photos in the Service the Registered User grants the Service Provider for the time of providing the Services and presenting the User Profile a non-transferable, non-exclusive and territorially unlimited license to use the content contained in the Profile, in particular photos by recording, entering them into the computer's memory, entering into the computer network, entering the Internet, reproduction and sharing of content and photos in IT and ICT networks, including the Internet, also in such a way that everyone has access to them at a place and time of their choice. The license granted includes the right to sub-license, including the right to authorize other people to use the content contained in the Profile in the scope of the license granted, in particular in other parts of the Service other than those indicated by the User.

#### IV. SERVICES

1. Provision of Services on the Website is based on the principles set out in these Terms and conditions.
2. The Service Provider provides Users with paid and free Services, in accordance with the information presented on the Service and on the principles set out in these Terms and conditions.
3. The Service Provider enables the use of the following services via the Service:
  - a. browsing public content of the Service,
  - b. setting up and maintaining an Account on the Service,
  - c. providing an interactive Contact Box that allows to send direct messages between Service Users,
  - d. providing an interactive form enabling Users to place an Order.
4. Placing an Order is payable, in the amount indicated in the description of each Package. Other Services, indicated in item 3 above are free services.
5. Each Service User can view information presented on the Service, including the blog run on the Service, where themed articles related to the Service Provider's activities and the nature of the Service are presented.
6. Some content on the Service may be available only after logging in. Services and functionalities indicated within each of the Packages are available after its Order, within the time specified on the Service.

7. The agreement for the provision of the Service consisting in browsing and searching for information available on the Service, including themed blog as part of the Service, is made for a definite period of time and terminates when the User leaves the Service website.
8. The Service Provider enables the User to set up and maintain an Account on the Service, on the principles set out in these Terms and conditions.
9. Some Services provided on the Service require the creation of an Account on the Service and logging into it. Some of the Services, functionalities or permissions provided to Users may vary depending on the Package Ordered and owned by the User.
10. The Account on the Service is available after registration. Registration occurs by completing and accepting the registration form provided on the Service.
11. The contract for the provision of the Service consisting in maintaining a User Account on the Service is made for an indefinite period and terminates when the User sends a registered request to delete the Account.
12. By registering an Account, the User declares that the information provided by him in the registration form is true and does not infringe the rights of third parties.
13. The User may not have more than one Account assigned to one email address. Users are not allowed to use the Accounts of other Users and provide access to Account to others, including disclosing their account access passwords.
14. Each registered User may use the functionality of pausing his Account. During the pausing of the Account, the User is not visible to other Users, including they cannot contact him via the Contact Box. During the pausing of the Account referred to in the previous sentence, the Account functionalities remain inactive, and the User cannot use the Service functionalities that require an Account. During pausing of the Account, the User shall not lose the history of his Account.
15. In order to pause an Account referred to in item 14 above, the User uses appropriate functionality within the Account. The User may terminate the pausing of an Account at any time - in the same manner in which it was paused.
16. User registered on the Service may contact other Registered Users via the interactive Contact Box available on the Account. The functionality of the Contact Box, in particular the number of messages that the User can send using the Contact Box may differ depending on the Package Ordered and held by the User. The agreement for the provision of the Contact Box Service is made for a definite period and terminates when the User sends a message using this Box.
17. The provision of the Service consisting in providing an interactive form enabling Users to place an Order is made for a definite period of time, on the terms indicated in point V of these Terms and conditions and shall terminate when the User places the Order.
18. The Service Provider has the right to organize occasional competitions and promotional campaigns, the terms of which will always be provided on the Service. Promotions on the Service cannot be combined, unless the terms of a given promotion state otherwise.

## V. **PACKAGES**

1. The Service Provider allows placing Orders for Packages presented on the Service. Detailed information about the scope, duration and cost of a given Package will be each time indicated to the User in the description of each of them.
2. Information about the Package Order option is an offer.

3. The condition of placing an Order is having an active email account as well as having an active Account on the Service and logging into it. The User should have an active Account during the entire duration of the Package ordered by him.
4. To order the selected Package, the User, after selecting the Package he is interested in, fills in the fields of the Order form marked as mandatory. The Order is placed by the User in electronic form with the Service Provider and constitutes acceptance of the Service Provider's offer regarding the conclusion of the Agreement being the subject of the Order. Upon placing the Order by the User, an Agreement is concluded between the User and the Service Provider.
5. After concluding the Agreement, the Service Provider confirms to the User its terms by email.
6. The User who is a Consumer may withdraw from the Agreement without giving a reason by submitting a relevant statement to the Service Provider, whose template is on the Service, provided that at the time of placing the Order he did not agree to the performance of the service before the deadline to withdraw from the Agreement. The Service Provider, upon receipt of the statement of withdrawal from the Agreement by the Consumer will send to the Consumer's email address confirmation of receipt of the statement.
7. The Service Provider presents on the Service pages information on the prices of individual Packages. The prices are given in Polish zlotys and contain all subfees, including VAT and other fees.
8. The User makes payment for the selected Package via:
  - a. electronic payment operator integrated with the Service. In this case, the Service Provider starts providing Services as part of the selected Package after receiving information from the payment operator about the payment being made by the User;
  - b. bank transfer to the Service Provider's bank account. In this case the Service Provider starts providing Services as part of the selected Package after receiving the funds on the Seller's bank account.
9. On the Service pages the Service Provider informs the User about the date in which he is obliged to make a payment for the selected Package. In the absence of payment by the User by the deadline referred to in the previous sentence, the Service Provider after a previous unsuccessful request for payment with an appropriate deadline may withdraw from the Agreement pursuant to art. 491 of the Civil Code.
10. The User may change the selected form of payment to another payment available on the Service, through the functionalities available on the Account.
11. Contracts for the provision of Services under the selected Package are made for a definite period and terminate as soon as their period specified in the Package description has expired.

## VI. USER RIGHTS AND OBLIGATIONS

1. Subject to the remaining provisions of these Terms and conditions, the Consumer, within 14 days of concluding an agreement (including the Contract for the Provision of Services), may withdraw from it without giving a reason by submitting an appropriate statement to the Service Provider, which template is an Annex to the Terms and conditions.
2. According to the Consumer Rights Act, the right to withdraw from the Agreement by the Consumer is excluded in the following cases:

- a. Agreement for the provision of services, if the Service Provider has fully performed the service with the express consent of the Consumer, who was informed before the start of the service that after the Service Provider has fulfilled the service, he will lose the right to withdraw from the agreement,
- b. An agreement in which the subject of the service is a non-prefabricated item, manufactured according to the consumer's specifications or serving to satisfy his individual needs.
7. The user is obliged to:
  - a. conduct in a manner consistent with the law, decency and the provisions of these Terms and conditions with a view to respecting personal rights and intellectual property rights of third parties;
  - b. providing data consistent with the facts in a way that is not misleading;
  - c. immediately inform the Service Provider about changes in data affecting the performance of the Service;
  - d. not using devices, software and methods that may disrupt the Service;
  - e. not posting illegal content.
7. The User may use the information and other content received as part of the ordered Package and other content available to him on the Service only as part of his own personal use in accordance with the Terms and conditions for the duration of the Agreement for the provision of the Service. In particular, public distribution of this content in whole or in part is prohibited, using them for commercial purposes, translating, adapting or making any other changes.
8. The User may not carry out activities aimed at overloading other users or contact boxes of the Service Provider, in particular sending advertising messages is not allowed.
9. Users are prohibited from presenting and sending information via the Order form, Contact boxes, Account or any other place on the Service containing content prohibited by the law, violating the principles of decency or constituting acts of unfair competition. Content presented or sent by Users may not, in particular:
  - a. violate human dignity;
  - b. contain content that discriminates on the basis of race, gender or nationality;
  - c. contain pornographic content;
  - d. hurt religious or political beliefs;
  - e. encourage infringement or violation of the law;
  - f. contain content that infringes the law, including in particular copyright or other intellectual property rights, or encourages copyright infringement, including by sharing content that may infringe copyright or other intellectual property rights.
7. In the event of a breach by the User of the provisions of these Terms and conditions, the law or decency, the Service Provider may terminate or suspend the agreement for the provision of Services immediately, after a previous unsuccessful call to cease violations.
8. The consumer has the following options, among others, to use extrajudicial complaint methods and redress:
  - a. has the right to request the regional inspector of Trade Inspection to initiate mediation proceedings regarding the amicable settlement of the dispute between the User and the Service Provider.
  - b. may also submit a complaint via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.

Information on access to the abovementioned procedures and dispute resolution procedures can be found at the following address: [www.uokik.gov.pl](http://www.uokik.gov.pl) in the tab "Settlement of consumer disputes".

## VII. COMPLAINTS

1. The User may submit complaints regarding the services provided as part of the Service, in particular their non-performance or improper performance.
2. Complaints may be submitted in writing to the following address: ASmedio Ltd., ul. Grzybowska 85/217, 00-844 Warszawa, Poland or to the email address: [contact@vipwomen.com](mailto:contact@vipwomen.com)
3. In the complaint, the User should provide his name and surname, contact address, and problem description.
4. The Service Provider commits to review each complaint within 14 days, and if this was not possible, to inform the User within this period as to when the complaint will be considered. In the event of deficiencies in the complaint, the Service Provider will call the User to complete it to the extent necessary within 7 days from the date of receipt of the call by the User.

## VIII. PERSONAL DATA PROTECTION

The Service Provider collects and processes personal data provided by Users in accordance with applicable law and in accordance with the Privacy Policy available on the Service.

## IX. FINAL PROVISIONS

1. The sole source of the Service Provider's obligations are these Terms and conditions and the existing law.
2. Terms and conditions are available in Polish and English. In the event of any discrepancies between the language versions of the Terms and conditions, the provisions of the Polish version shall prevail.
3. Reproduction or publication of these Terms and conditions or parts thereof without the written consent of the Service Provider is prohibited.
4. Unless legal provisions provide otherwise, the law applicable to any dispute arising under these Regulations is the Polish law.
5. Any disputes arising under these Terms and conditions, if the other party is not the Consumer will be resolved before a court competent for the Service Provider headquarters.
6. The content of these Terms and conditions may change. Any User who is a Consumer will be notified of any changes through information on the Service home page containing the list of changes and their date of entry into force.
7. Consumers who have an Account on the Service will be additionally informed about changes in the Terms and conditions together with their summary to the email address provided by them. The date of entry into force of the amendments will not be less than 14 days from the date of their announcement. If the Consumer holding an account does not accept the new content of the Terms and conditions, he is obliged to notify the Service Provider of this fact by email to the address indicated in point I of Terms and conditions, within 14 days from the date of notification of the change in Terms and conditions. Lack of acceptance results in the termination of

Agreement for the provision of the Service, including in particular the service of maintaining an Account on the Service. Users who do not accept changes to the Terms and conditions may also delete their Account themselves.

8. The Service Provider may also present changes to the Terms and conditions to Users who have an Account to read and accept when logging into the User Account. If the User does not accept the amendment to the Terms and conditions of the Agreement, the Service shall be terminated within 14 days of this refusal of acceptance, unless the User has made the acceptance at that time.
9. In the situation referred to in item 8 above, the amended provisions of the Terms and conditions apply to the User from the date of their acceptance.

## ATTACHMENTS

- [Note on the right to withdraw from online services](#)
- [Agreement withdrawal form](#)
- [Complaint form](#)