



## Shopping Terms & Conditions

### § 1 Introductory Provisions

1. In accordance with the requirements of the Act on the provision of services by electronic means of 18 July 2002 (Journal of Laws No 144, item 1204) and the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827) (the “Act”), the Company forms the terms and conditions for the sales of Products (hereinafter referred to as the: **Terms & Conditions**) purchased via the Internet domain [www.wellu.eu](http://www.wellu.eu). Sales in countries other than Poland are carried out in accordance with applicable local and European provisions.
2. The owner of the internet domain [www.wellu.eu](http://www.wellu.eu) (“**WellU**”) is **WellU, a limited liability company**, based in Gdynia, 280 Wielkopolska Street, 81-531 Gdynia, entered in the business register of the District Court in Gdansk, 8th Commercial Division under the number KRS 0000354591, Tax ID 586-225-16-36, REGON 220970076 with a share capital of PLN 158,250.00 (**the “Company”**).
3. The Seller of the Products indicated in WellU in Poland is the Company, regardless of the place in which it has a registered address or the residential address of the Buyer and without regard to the place of delivery.
4. The User is an entity that uses the WellU.eu website or acquires Products through the WellU website (**“User”**).
5. The entity performing the technical supervision of WellU is the Company.

### § 2 Offered Products

1. The Company allows the purchase of goods via the WellU website using the Internet.
2. The Company allows the purchase of goods via the website at [www.wellu.eu](http://www.wellu.eu), whereas through the designated website it is only possible to acquire goods that are indicated on it as available goods (**“Products”**).
3. Any information regarding the Products, including in particular, catalogues, folders, brochures and any other information or advertising material as well as information on the WellU Shop’s website does not constitute an offer within the meaning of the law, and is only



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an invitation to negotiate.

4. All copyrights to elements described in paragraph 3 above belong to the Company or entities to which the Company has the right to use them on a separate basis. Copying elements described in paragraph 3 above or their use in a manner not expressly prescribed in these Terms & Conditions is subject to liability for damages, including in particular the obligation to deliver any benefits to be obtained in connection with the illegal use of the elements described in the paragraph 3 above as well as criminal liability provided for by relative regulations.

### **§ 3 Conditions for the conclusion and termination of the Product purchase agreement**

1. Conclusion and termination of the Product purchase agreement is carried out via WellU subject to paragraph 3. In result of purchasing by the Businesspartners Products defined in par. 13 below, products receive additional provision from the contractor, who is cooperating with the Company and is also indicated in the par. 13 below.
2. The order of a Product requires the User to submit:
  - a) first and last name
  - b) address (street, city, postal code)
  - c) e-mail address
  - d) tax ID number (optional)
  - e) contact phone numer
  - f) the ID of the subject that is referring the User, meaning the Company's business partner.
3. An Agreement will be concluded on condition that the information referred to in paragraph 2 above is provided, after confirming that the Terms & Conditions have been read and accepted, at the moment WellU confirms the implementation of the order for the acquired Product in WellU under the conditions described in paragraph 4 below. In order to accelerate the possibility to use WellU, the User can create a personal account in the WellU system that will store the data referred to in point 2 above. In order to benefit from this facility, the User should register on his own individual account. The provisions relating to the provision of services for setting up and maintaining individual User accounts are contained in



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section 3<sup>1</sup> below.

4. The submission date of a complete order is considered the date when the User fulfils all the requirements listed below:
  - a. Orders with the payment option “cash on delivery” or “cash”:
    - i. The placement of an order is understood as selecting a Product in WellU,
    - ii. The Company sends confirmation of accepting the order by e-mail to the address provided by the User.
  - b. Other orders:
    - i. The placement of an order is understood as selecting a Product in WellU,
    - ii. The Company sends confirmation of accepting the order by e-mail to the address provided by the User,
    - iii. Payment for the order, understood as the funds have been credited to the Company’s account, sending an irrevocable bank transfer confirmation or the Company receiving confirmation regarding a successful transaction in the case of Electronic Transaction Systems.
5. Orders referred to in point 4b above that are not paid within (7) seven days, counting from the day after placing the order, understood as selecting a Product, will be automatically cancelled. An order is considered to be paid for when the price for the Product or Products is received in full on the account of the Company in accordance with the provisions of paragraph 4 above as well as paragraph 6 below.
6. An order placed by a User should be paid according to the e-mail received confirming its acceptance, in which the Company indicates the total amount to be paid, the currency and the account to which payment is to be made. In case payment is not made in full as well as to a wrong account, any underpayment is borne by the Customer and must be paid in order to implement the order. In the event of overpayment for the benefit of the Customer, the Company undertakes to immediately return the overpayment but not later than within 7 days.
7. A VAT invoice will be issued in accordance with the law after indication of the data in accordance with paragraph 8 of these Terms & Conditions.
8. In order to receive a VAT invoice for a Product purchased in WellU, the User should fill in the



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form on the WellU website with the data of the entity necessary to issue an invoice and an e-mail address and data in accordance with paragraph 2 above.

9. The Product ordered by the User will be immediately sent by the Company to the address indicated by the User, but not later than within 7 working days from the date the Company receives receipt of the amount equivalent to the Product purchased in accordance with paragraphs 4 and 6 above, unless in the description of the Product another date is stated. The User may also select the option to personally pick up the Product at the location indicated by the Company. In such case, in order to pick up the Product the User is required to present a picture ID and a representative of the company positively verify the User's identity.
10. Next to each Product that is available in WellU may appear an estimated time of Product shipment. This time does not include the time necessary to compile the order and is calculated to the moment when the parcel is given to the courier.
11. Together with the ordered Product the User will receive a VAT invoice, if such option to receive a VAT invoice was selected in accordance with paragraphs 7 and 8 above; otherwise the User receives a receipt. For registered Users, the Company also provides the opportunity to view issued invoices and receipts on-line after the User logs into his personal account on WellU.
12. Orders referred to in paragraph 4a. above, not picked-up due to reasons attributable to the User will be cancelled. In this case, the Company shall be entitled to block the User's ability to purchase Products using the "cash on delivery" method.
13. Users who are at the same time Business Partners of WellU Swiss Group GmbH on the principles described in separate Terms & Conditions of Cooperation, are entitled to make payment for purchased Products by deducting the price for the given Product(s) from payment due to them from WellU Swiss Group GmbH commissions, via a special functionality in the online Shop (if such functionality is active). In this case the payment for orders referred to in § 3 paragraph 4 point b sub point iii above shall be considered as accounted for in the Shop system as a method of payment. Such a method of payment is possible only if the amount of receivables due for the payment of the commissions is sufficient to cover the price for the purchase of Products selected for this type of payment.



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14. At the time of processing the order for the Users that are Businesspartners of the subject indicated in par. 13, the Company is transmitting their data listed in §VII to the subject indicated in the par. 13 above for the purpose of enabling settling the orders made by these Businesspartners.
1. Users are obliged, during the registration and in the following period, to provide only real data that applies to themselves, especially concerning the contact data that would be used to contact them at any time.

### **§ 3<sup>1</sup> Registration of User account**

1. Users have the possibility to set up in the WellU Shop a personal User account by registering in the WellU Shop. Registration and creation of an account in the WellU Shop is not, however, a condition for placing an order in the WellU Shop and conclusion of a Sales agreement.
2. Registration occurs by completion and acceptance of the registration form provided on the site of the WellU Shop, in which the User must provide the following information: first and last name, address (street, number, locality, together with the postal code), e-mail address, contact telephone number and Password.
3. The condition of registration is consent to the Terms and Conditions as well as the provision of mandatory information.
4. The Agreement for the use of the WellU Shop account by a registered User is free, concluded by registering the User account. The Agreement for the use of the WellU Shop is concluded with a registered User for an indefinite period, but not more than to the date the User account is deregistered, and each of the parties may terminate it with a fourteen day notice period. The Agreement shall always be terminated at the moment of deregistering the User account on the WellU Shop website. The User may then on separate principles modify his status in the WellU Shop by additional paid options, which offer modifications of offers for a given User with regard to each notification given to the User.
5. A registered User may at any time terminate the Agreement for using the WellU Shop account by deregistering the User Account or by terminating the agreement for the use of the account. In addition to the above, a registered User has the right to withdraw from the



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agreement for the use of the account within 14 days from the date of its conclusion without incurring any costs for such. Withdrawal can be made in any manner, also by using the form constituting Annex No. 2 of the law on Consumer Rights of 30 May 2014 (Journal of Laws of 24.06.2014, item 827) or via e-mail by writing to the address [info@wellu.eu](mailto:info@wellu.eu).

6. The Company may withdraw the User's right to use the WellU Shop via his individual account, and may also restrict his access to parts or all of the WellU Shop with immediate effect in the event of a breach by the User of the Terms & Conditions, and in particular, when the User:
  - a. gave at the time of registration in the WellU Shop information that is false, inaccurate, outdated, misleading or a violation of third party rights,
  - b. slandered third parties through the WellU Shop, in particular slander of other WellU Shop Users,
  - c. committed other behaviour incompatible with applicable law, good practices, the principles of social coexistence or detrimental to the good name of the Company, its employees, co-workers or contractors.
7. A person who has been deprived of the right to use the account may not re-register without the prior consent of the Company.
8. A User using the WellU Shop via his account is required in particular to:
  - a. not provide or transmit content prohibited by law,
  - b. to refrain from any activities such as sending or posting within the WellU Shop unsolicited commercial communication,
  - c. use the WellU Shop in a manner without disrupting its functioning,
  - d. use all content posted within the WellU Shop only for personal use,
  - e. use the WellU Shop in a manner consistent with the provisions of the Terms & Conditions and the provisions of applicable law in the territory of the Republic of Poland and the country (place of residence or seat) of the User.

#### **§ 4 Return of Purchased Products**

1. User buying a Product has the right to withdraw from the agreement without giving a reason and return the goods purchased within 14 days from the date of receipt of the shipment, subject to paragraph 8 below.



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2. Reporting the desire to withdraw from the agreement takes place through declaration, which occurs before 14 days from the receipt of the shipment; to comply with the time limit, simply send a statement before its expiry.
3. The Company encourages the use of the prepared withdrawal form constituting Annex 1 to these Terms & Condition and is available online at: <https://wellu.eu/news/downloads.html>. The User is entitled to withdraw from the agreement in another manner than the form referred to in the previous sentence. Use of the form is encouraged and will facilitate the agreement withdrawal process.
4. Payment for the return will be sent within 14 calendar days to the bank account specified on the return form. If a bank account is not provided, payment will be made by transfer to the User's bank account from which payment of the price was made, and in the absence of such an account - a money order, unless the Company determines with the User another form of return.
5. If the User has selected a method to provide items other than the cheapest usual delivery method offered by the Company, the Company shall not be obliged to reimburse the User his incurred additional costs.
6. The User has the responsibility to return the Product to the Company or deliver it to a person authorised by the Company to immediately receive it, but not later than 14 days from the date of withdrawal from the agreement. To comply with this time limit, simply return the items before the expiry of this period.
7. The User is responsible for a reduction in the value of items as a result of the using them in a manner which goes beyond the need to establish the nature, characteristics and functioning of the items.
8. The right of withdrawal from the agreement referred to in this paragraph is not granted to a User in respect of agreements:
  - a. which subject matter is a non-prefabricated item, manufactured according to the specifications of the User or used to meet his individualized needs,
  - b. which subject matter are sound or visual recordings or computer programs delivered
  - c. in a sealed package, if the packaging has been opened after the delivery,
  - d. for the delivery of newspapers, periodicals and magazines, with the exception of a





subscription agreement,

- e. in other cases provided for by law, if the conditions provided for in the law are met.
9. In the situation when a User withdraws from the Product purchase agreement, and a VAT invoice has been issued, a corrective invoice will be issued.

### § 5 Claims

1. After receipt of the Product shipment the User should carefully check the package and Product, and immediately inform the Company about any possible defects. If a Product shows signs of damage at receipt, then in the presence of the courier a protocol should be written and return the defective Product to the Company via courier to the Company address or refuse to accept a package that is visibly damaged.
2. Filing a claim shall be made:
  - a. Electronically on the e-mail address:
    - for Products sold to a User with a place of delivery in Poland, Germany and the UK: [poland@wellu.eu](mailto:poland@wellu.eu)
    - for Products sold to a User with a place of delivery in the Czech Republic: [czech@wellu.eu](mailto:czech@wellu.eu)
    - for Products sold to a User with a place of delivery in Slovakia: [slovakia@wellu.eu](mailto:slovakia@wellu.eu)
  - b. By post to the Company address, by filling in a form, which specimen is available on the Internet at: <https://wellu.eu/news/downloads/396,file,zgloszenie-reklamacyjne.pdf>.
3. The subject of the claim is the performance of the sales agreement from the Company that is not in accordance with the conditions and principles set out in these Terms & Conditions.
4. The basis for the claim may be a Product defect, for which, in accordance with generally applicable provisions of law, the Company is responsible.
5. The claim should include an indication by the User and a brief description of the objections.
6. If the claim needs to be completed, the Company requests the User to provide details relating to the implemented order and/or to send the claimed Product to the Company address if the assessment of the claim requires it.



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7. The Company examines the claim within a period of up to 14 days from the date of its receipt.
8. In the case where, on the basis of the claim, a refund of payment made by the User is required, the Company will refund the account number from which the User made payment or send to another account number indicated by the User. In the case of payments via Electronic Transaction Systems, the refund will be made to the account number indicated by the User.

#### **§ 6 Disclaimer**

1. The Company reserves the right to temporarily suspend the distribution of Products in WellU to carry out maintenance work or because of their temporary unavailability. The suspension does not affect orders made prior to the suspension. Users will be notified regarding each case of suspension by an appropriate message on the WellU website.

#### **§ 7 Personal data – information note**

User personal data is processed by the Company that is the Personal Data Controller.

In light of obligations arising from the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, also known as GDPR), the Company hereby informs as follows:

1. The Controller of your data is WellU Sp. z o.o. based in Poland, Wielkopolska 280, Gdynia registered in Krajowy Rejestr Sądowy (National Court Register), run by Sąd Rejonowy Gdańsk- Północ (District Court Gdańsk - North), 8<sup>th</sup> Department KRS number 0000354591, NIP 5862251636, REGON 220970076 (further on referred to as the Controller). The Controller is also accessible via e-mail [iod@wellu.eu](mailto:iod@wellu.eu) and phone +48 58 668 12 93.
2. The processing of the following personal data: name, surname, residence address, correspondence address, ID number, e-mail address, phone number will be executed for the purpose of sending via e-mail and via text message information regarding the Controller's offer, based on the consent granted by you.



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3. You have a right to withdraw your consent for personal data processing and it shall not affect any processing that was legally conducted before the consent has been withdrawn.  
You can withdraw the given consent at any moment by sending an e-mail to [info@wellu.eu](mailto:info@wellu.eu) (Please indicate the specific consent that you wish to withdraw or specify that you are withdrawing all given consents), it can also be done on our page [www.wellu.eu->account->edit data](http://www.wellu.eu->account->edit data).
4. The processing of the following personal data: name, surname, address, delivery address, e-mail address, phone number, IP address is essential to fulfil the agreement deriving from the Controller's Shopping Terms, especially to process the orders, attending requests and complaints that you send to us and enabling settlements with the business partners of the subject indicated in point 7, below.
5. The processing of the following personal data categories: name, surname, address, correspondence address, ID number, email address, settlement intermediary data, is essential to fulfill legal obligations imposed on the Controller as defined by the tax regulations.
6. The processing of the following personal data categories: name, surname, address, delivery address, e-mail address, phone number, IP address, order history, business account details, is conducted in order to execute legally justified interests executed by the Controller as means of protection against Your potential claims. Interest is based on the necessity of maintaining evidence in case of any doubts regarding the manner and scope of performance of obligations between the parties.
7. The following categories of your personal data resulting from the concluded agreement: name, surname, ID number, address, delivery address, e-mail address, phone number, IP address, order history will be transmitted to the Swiss subject Wellu Swiss Group GmbH based in Switzerland, Schulstrasse 14, 9450 Altstätten, registered in Handelsregister des Kantons ST. Gallen CHE-407.196.596 for the purpose of handling the sales process together with the Controller's partners who recommended you. Furthermore, your data is also shared with the Controller's contractors in order to execute the deal couriers, payment service operators, telephone operators, IT and accounting companies).
8. The Controller shall process the above mentioned personal data also on the territory of





Switzerland, which according to the decision of the European Commission provides suitable protection for Your personal data.

9. The Controller shall process your personal data mentioned in point 1 until the consent is withdrawn, those mentioned in point 2 throughout the time of executing the agreement until the account is deleted, those in point 3, within 6 years, and those from point 4, within 10 years.
10. You have a right to demand from the Controller the access to your personal data, to correct them, delete or limit the scope of their processing, protest against the processing and data portability.
  - as far as the data correction demand is concerned: you notice that your data is incorrect or incomplete;
  - as far as the data deletion demand is concerned: Your data is no longer essential for the purpose that it was originally collected for by the Company; you withdraw your consent for data processing; You object to Your data processing; Your data is processed in an unlawful manner
  - as far as the data processing limitation demand is concerned: if you notice that your data is incorrect – you can demand to limit their processing,
  - as far as the data transfer demand is concerned: processing of Your data is conducted based on your consent or an agreement concluded with You.

You can execute the above rights in any manner that you wish, including via e-mail at [info@wellu.eu](mailto:info@wellu.eu), by regular mail sent to the Controller's address, or via phone +48 586681293.

11. You have a right to file a complaint against the Controller or the deed of processing Your personal data to the supervisory body, in particular in the European Union Member State of your habitual residence, your place of work or the place where the alleged violation occurred, if you think that the processing of your personal data violates the GDPR regulations. In Poland, the above mentioned supervisory body is the President of the Office for Personal Data Protection (Prezes Urzędu Ochrony Danych Osobowych).
12. The submission of personal data is voluntary.
13. You have a right to object– due to the reasons related to Your exceptional situation – to the processing of personal data concerning Yourself, that is being conducted based on Your



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consent or on a legally justified interest of the Controller (see the information above). In the event of such objection the Controller is not allowed to further process Your personal data, unless the Controller proves the existence of legally valid, justified grounds to process, and they would be superior to Your interests, rights, and freedoms, or if the Controller demonstrates the existence of grounds for determination, investigation or defense of claims.

14. If Your personal data is processed accordingly to the information provided above with the purpose of the direct marketing, you have a right to object, at any moment, to the processing of Your personal data for the purpose of such marketing, including profiling. In the event of such objection, the Controller is not allowed to further process Your personal data for such purpose.
15. The above-described objections may be filed in any manner, including via e-mail at [info@wellu.eu](mailto:info@wellu.eu), by regular mail sent to the Controller's address, or via phone +48 586681293.

#### **§ 8 Final Provisions**

1. This regulation is available for each User.
2. Regardless of any other provisions of these Terms & Conditions, it is prohibited for Users to provide illegal content.
3. The rights and obligations to the User account in the WellU Shop cannot be transferred to a third party without the written consent of the Company, which the Company may grant at its own discretion.
4. The minimum technical requirements necessary to use the WellU system is: a computer with an operating system installed as well as access to the Internet and a web browser. The Company may make changes to the Terms & Conditions for important reasons. The amendments may be dictated by changes in technological, legal, economic or organizational aspects for running the Company as well as changes in the structure or in the content of the WellU Shop website or the Company's offer. Any changes to the Terms & Conditions will be communicated to Users on the WellU Shop website and will take effect within 14 days from the date of notification of Users of the changes, including through publishing the new content of the Terms & Conditions on the WellU Shop website, with notification of content changes.



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5. Registered Users shall be informed of changes to the Terms & Conditions also by e-mail and have 14 days from the date of the notification for termination of the agreement for the use the WellU Shop website by liquidation of the User account or by termination within the time limit specified in the Terms & Conditions, if the User does not agree to the changes. A change in the Terms and Conditions shall not constitute grounds for withdrawal from the Product purchase agreement, unless the change has an impact on the rights and obligations of the parties arising from such agreement.
6. The applicable law for the parties of the agreement concluded on the basis of these Terms & Conditions is Polish law.

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*Please be advised that at <http://ec.europa.eu/consumers/odrthere> is online platform for the settlement of disputes between consumers and entrepreneurs (ODR platform). The ODR platform is a website with a service point for consumers and entrepreneurs seeking a non-judicial settlement of a dispute concerning contractual obligations arising from an online sales or service agreement.*

*At the same time we'd like to remind you that our email address for contact with customers is [info@wellu.eu](mailto:info@wellu.eu).*



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