

TERMS OF USE OF THE FLAMECASE.COM ONLINE STORE

I. GENERAL PROVISIONS

1. The Flamecase online store, available at the Flamecase.com website, is operated by FLAMECASE SP. Z O.O. with its seat in Warsaw (02-233), ul. Serwituty 25, NIP: 5223111839, REGON: 369364176, KRS: 0000716052, register court: District Court for the capital city of Warsaw in Warsaw, XII KRS Commercial Division, share capital: 5.000,00 PLN.
2. Users may contact the store operator via the following methods:
 - a. e-mail hello@flamecase.com;
 - b. mail: FLAMECASE SP. Z O.O. ul. Serwituty 25, Warsaw (02-233), Poland.
3. Please read these Terms of Use carefully prior to using the Store.
4. Only adults with full contractual capacity may use the Store.
5. If you use the Store, you are deemed to have read and accepted these Terms of Use and agreed to their content unconditionally. You may not continue using the Store if you do not accept these Terms of Use. You should read these Terms of Use before beginning to use the Store.
6. These Terms of Use constitute terms of providing services via electronic means pursuant to the Provision of Services via Electronic Means Act of 18 July 2002 (Dz. U. 2002, no. 101, item 926, as amended).
7. The provisions of these Terms and Conditions guarantee to the consumer any rights to which they are entitled under mandatory provisions of law. In case of discrepancy between the provisions of these Terms of Use and such provisions of law, the latter will prevail.

II. DEFINITIONS

1. Store – the Flamecase online store operated by the Seller, available at flamecase.com.
2. Seller (or we, us etc.) – the entity managing and operating the Store, that is company under the name FLAMECASE SP. Z O.O. with its seat in Warsaw (02-233), Serwituty 25. NIP: 5223111839, REGON: 369364176, KRS: 0000716052, register court: District Court for the capital city of Warsaw in Warsaw, XII KRS Commercial Division, share capital: 5.000,00 PLN.
3. Terms of Use – this document together with any appendices and annexes which form an integral part thereof.
4. Purchaser – a natural person, legal person or organizational unit without legal personality but to whom legal capacity was granted by statute, that purchased or intends to purchase Products from the Seller in the Store.
5. Consumer – a natural person entering into a legal transaction with the Seller in the Store for purposes not directly related to their economic or professional activities.
6. Entrepreneur – a natural person, legal person, or organizational unit without legal personality but to whom legal capacity was granted by statute, that conducts economic and professional activities in their own name, entering into a legal transaction with the Seller in the Store for purposes directly related to their economic or professional activities.
7. User (or you, your etc.) – anyone who uses the Store in any manner whatsoever.
8. Registration Form – the online signup form available at the Store, in which you must enter all required details (your e-mail address, login and password).
9. Order Form – the online order submission form available at the Store, in which you must enter all required details (name, company name, address, e-mail address, phone number, tax ID number).
10. Product – a movable article available at the Store which is the object of a sales agreement between the Purchaser and the Seller.
11. Design – a graphic composition which the Seller places on the Product to customize it in accordance with the User's order. There are Artist's Designs which are on the Store's standard offer and User Designs which are created by the Users as described in point VI of these Terms of Use.
12. Order – an offer to buy a Product, made by you to the Seller by sending the Order form through

the Store.

13. Graphics – images, graphics, patterns, texts and other elements that can be displayed graphically and used by you to create the Design.
14. Partner Store – a location in the Store made available by the Seller in which you can display your artwork to be used on Products sold by the Seller and potentially earn commissions defined in these Terms of Use.
15. Account – a feature of the Seller's telecommunications system which the registered User can access upon logging in, used to store details of the User, including information on submitted orders. Users can use the Account to enter and manage data, descriptions and other elements, create listings and use the Store's offer.
16. Gallery – a feature of the User Account where you can find all your Designs. We do not create Galleries for unregistered Users.
17. Artist – a User who has registered an Account, creates Designs and shares them with other Users in his Gallery and in the whole Store (in the Seller's catalogue, in the search engine, on the Store's main page). The Artist may also run a Partner Store. You may become an Artist after agreeing on the terms of cooperation with us, following our invitation or your submission sent at partnership@flamecase.com.
18. Commission – money stored on your account according to these Terms of Use, credited to you by the Seller in return for each sold Product which uses your Design available in the Store.
19. Bonus – money stored on your account according to these Terms of Use, credited to you by the Seller in return for the use of the referral link.
20. Proof of Purchase – cash register receipt, bill or VAT invoice.

III. TECHNICAL REQUIREMENTS

1. To use the Store's offer, you must own a device with Internet access, an e-mail address and a Web browser able to display websites (it is recommended to use the following browsers, or their newest versions, with cookies turned on: Internet Explorer 9.0, Opera 12.10, Google Chrome 14, Mozilla 12.0, Safari 8 or newer versions).
2. For more details on cookies and the principles used in protecting such data, see the [Privacy Policy](#).

IV. REGISTRATION

1. You can register an Account by completing the Registration Form, following the instructions displayed at the Store's website.
2. By completing and sending the Registration Form, you represent that:
 - a. you have read the Terms of Use and fully accepted them,
 - b. you meet the prerequisites for using the Store, as stated in the Terms of Use.
3. When you register an Account (i.e. when you receive the registration confirmation e-mail), you enter into an agreement on provision of Account services via electronic means. The agreement is concluded for an indefinite term and ends when the Account is deleted.
4. You are obliged to keep the login details to your Account secret. You are obliged to observe due care to prevent your password from being lost or intercepted by third parties. Making your login and password available to third parties and any resulting damage occurs at your own risk.
5. You may delete your Account at any time by sending us such e-mail request. By deleting your account, you permanently and irreversibly delete all your details from the system and terminate the agreement on provision of Account services.
6. We may refuse to register your Account or lock the Account in whole or in part if you violate these Terms of Use. The Account is locked by us informing you about its reason and what you should do or cease to do within a time specified by us. Moreover, we reserve the right to edit or moderate any data or information that you send to the Store when you register or edit your account if they are found to violate these Terms of Use.
7. The Seller may delete your account or terminate the agreement on provision of Account services if:
 - a. The Seller determines that you have violated the provisions of these Terms of Use, in

- particular by using the Store in a manner contrary to its purpose.
- b. You have refused to accept any changes that the Seller has made to these Terms of Use.
 - c. You have not logged in to your Account at least once within the 12 months from your last login.
 - d. You have, by a specific date counting from the day of locking your Account, failed to do or cease doing anything which the Seller requested of you and which caused the account to be locked.

V. ORDERS

1. The Store is conducting commercial and service activities in Poland. The Store also sends Products abroad. An updated list of countries we ship to is available at <https://flamecase.com/static/1-shipping>.
2. Users can submit orders to the Store using the Order Form. An Account is not required to file an Order.
3. When buying a customized Product (phone case, tablet case, etc.), the Purchaser specifies the chosen Design in the Order Form. The Purchaser may select a Design from the catalogue or create their own design using a wizard available at the site.
4. The Purchaser adds the selected Product to the basket and follows the instructions found in the Order Form.
5. The Purchaser is obliged to submit true and accurate data necessary to fulfill the order and is liable for submitting false or incorrect data.
6. The Store confirms acceptance of the order for processing by e-mail. The Store also notifies the Purchaser by e-mail when the order is forwarded to the carrier for delivery.
7. Information found on the Product site as of the date of submitting the Order, such as price, product description and features, component products and the date and method of delivery, is binding for the Purchaser and the Seller.
8. You may cancel an Order you placed (or paid for, if the order is pre-paid) outside Seller's business hours by sending us an email until 8 a.m. CET the next working day (our business hours are working days Monday to Friday 8 a.m. - 4 p.m. CET). Afterwards, due to our work organization system, the order cannot be cancelled. This does not affect any right of withdrawal you may have as a Consumer under the statutory law.
9. Information found in the Store does not constitute an offer in the meaning of the Civil Code. Notices, Seller advertisements, price lists and other Product information available on the Store's pages, in particular Product descriptions, technical and functional parameters and prices, constitute an invitation to conclude an agreement in the meaning of Article 71 of the Civil Code of 23 April 1964 (Dz. U. no. 16, item 93, as amended).
10. The Product sale agreement is concluded as of the moment on which the Purchaser receives an e-mail confirming that the Seller has accepted the Order.
11. The order is processed when the payment is made (this does not pertain to Cash on Delivery Orders). The maximum processing time from the moment we receive your payment, and for C.O.D. deliveries – from the moment the Order is made to dispatch is 7 days.
12. If the ordered Product is not in stock, the Seller is obliged to notify the Purchaser immediately, not later however than within 3 days from becoming aware of this, and state the expected delay in processing the order (it usually does not exceed 14 days). In such case, the Purchaser may consent to have the order processing time delayed or cancel the ordered Product or the entire order.
13. If the order cannot be processed due to permanent unavailability of the Product, the Seller will immediately, not later however than within 30 days from the date of the Agreement, notify the Purchaser of this and return to the Purchaser the received amount.

VI. DESIGN CREATION

1. The Store allows creating customized Designs of certain Products.
2. To create a Design, follow the steps displayed in the wizard available at the Store website, i.e:

- a. Choose the device or Product,
 - b. Choose the layout of images in the Design,
 - c. Choose the source to import images from (Facebook, Instagram, Tumblr, hard disk or internal memory, gallery of Flamecase patterns),
 - d. Drag the selected image from the right side of the screen to the design while pressing the left mouse button, or click the arrow on the green background,
 - e. Select the frame color if you chose more than one image in step b,
 - f. Select a color filter overlaid on top of all images in the Design,
 - g. Click "Save".
3. Finished Product Designs are saved on a unique Design site.
 4. If you have not registered, after saving the Design you can use it as follows:
 - a. you can order a Product with an overprint you designed,
 - b. you can delete your Design from the Store site by clicking the appropriate button,
 - c. you can share your design with others if you copy the Design link (URL from the browser) to the design and send it manually. The Designs of unregistered Users cannot be published, i.e. made available to other Users in the Gallery,
 - d. you can share your Design with others via social media plugins.
 5. If you have not registered, your Designs will be automatically deleted by the system from the Store site after 30 to 60 days from their saving.
 6. When you log in to your Account (following prior registration), you can assign a Design you created before registration to the Account and save it in the Account's Gallery. Designs assigned to Accounts are not subject to item 5 above.
 7. If you have registered, apart from the functions listed above you can do the following:
 - a. change the Design name,
 - b. change the Design's status from the default "Private" status (the Design is visible only to you, on your Account) to "Public" (the Design is visible to all Users in your Gallery),
 - c. delete the Design.
 8. In creating Designs, you undertake not to use nor send to us, when creating and sharing the Designs any illegal content, in particular content which:
 - a. violates generally applicable legal regulations,
 - b. infringes the rights of third parties,
 - c. offends religious feelings,
 - d. is commonly recognized as distasteful and offensive,
 - e. harasses a third party or damages their reputation,
 - f. contains the images of persons who have not consented to releasing their image,
 - g. contains Graphics to which you do not have the copyright, related right or license.
 9. The Seller reserves the right to check the Designs you have created for compliance with these Terms of Use.
 10. If you create a Design which violates these Terms of Use, we may refuse to make a Product which uses this Design, delete the Design from the Store site without warning and to lock or delete your Account. We may do that also if we have justified reason to believe that the Design violates these Terms of Use. We are not liable for the loss of Design if we have deleted it under this provision and you do not have other copies of the Design.
 11. If you violate the ban described in point 8, you shall do anything necessary to defend and hold us harmless against third parties whose rights were infringed by your actions. If you suspect that the ban described in point 8 has been violated, you can report it to us using the form available at <https://flamecase.com/static/13-copyright-issues>.
 12. Your attention is drawn to the fact that the Design wizard is meant for illustrative purposes only. Final Products may look slightly different from those designed using the wizard. In particular, the exact color may vary in comparison with the image seen on the screens of various devices.

VII. INTELLECTUAL PROPERTY OF THE DESIGNS

1. When you create Designs, you represent that:
 - a. the Design is a result of your own creative effort and constitutes a work in the meaning of

- the Polish Copyright and Related Rights Act of 4 February 1994, or an adaptation of a work.
- b. you hold the copyright to works in the form of Graphics, or have obtained a license from the copyright holders to distribute the works (and authorize the exercise of related rights to the Graphic's adaptation) and sublicense such works and give further authorizations to the extent necessary to perform the agreement you conclude with the Seller.
 - c. the Design does not violate the rights of third parties.
2. If you use third-party works in creating the Design, when you save the Design you are at the same time obliged to provide us with the names or pseudonyms of the creators (by e-mail sent to the address given at the beginning of these Terms of Use), unless they publish the works anonymously.
 3. By saving a Design in the Store, you grant to the Seller a free, non-exclusive, territorially unlimited right (license with a right to sublicense) to use the Design, in the following fields of exploitation:
 - a. as regards recording and reproducing the work – producing copies of the work using any technique, including printing, reprography, magnetic storage and digital techniques, saving on the Store's servers,
 - b. as regards circulating the work in original or in copies on which the work has been recorded – marketing, lending or renting such originals or copies,
 - c. as regards distributing the work otherwise than in point b) above – public performance, screening, exhibition, broadcasting and re-broadcasting, as well as making the work publicly available in such a manner as to allow everyone access to them at a the place and time of their choice,
 to the extent necessary to perform the contract for creation, storage and publication of the Design on the Store site, the Product sales agreement and to consider the complaint, in particular to overprint the Design on the Product. The license is granted for an unlimited time and expires when your Account in the Store or the Design is deleted. The license remains valid even if the Buyer withdrew from the sales contract.
 4. Upon saving the Design, an Author who entered into a Partner Store cooperation agreement with the Seller, grants to the Seller a free, non-exclusive, territorially unlimited license to use the Design on the fields of exploitation listed in point 2 a-c above, with a right to sublicense, authorizing the Seller to offer the Design in the Store and to overprint it on Products. The License is granted for an indefinite term and expires when the Partner Store cooperation agreement ends.
 5. The Seller is not liable if the statement you have made according to item 1 above is untrue.

VIII. PARTNER SCHEME AND PARTNER STORES

1. The Seller gives all registered Users an opportunity to participate in a partner scheme and collect Commissions and Bonuses by:
 - a. recommending the main page of the Store or User's Gallery by sending a special referral link.
 - b. offering the created Designs to all Users in a Partner Store.
2. Users may participate in one of the scheme options (i.e. only recommend the Store by referral links or only offer Designs) or in both options jointly.
3. In the option described in point 1a above, registered Users receive an individual referral link which recommends the Store, Gallery or Design. The link is available on the User account and may be sent to other people. The recommending User receives a Bonus for every Product purchased by people who visited the Store via User's referral link.
4. In the option described in point 1b above, the Artists or Users who are not Artists offer their Products to all Users through a Partner Store. The User/Artist receives a Commission for every Product sold which uses his/her Design.
5. Cooperation in a Partner Store is initiated via individual arrangements between the User/Artist and the Seller, which include the rate of Commission. Persons interested in operating a Partner Store should contact the Seller at the e-mail addresses given at the beginning of these Terms of

Use.

6. You may obtain detailed information on the rules of the partner scheme, such as the amount of currently applicable Commission and Bonus rates at: flamecase.com/affiliate
7. The Commission and Bonus may vary depending on individual arrangements between the User/ Artist and the Seller.
8. All earned Commissions and Bonuses are aggregated on your User Account. You may choose the currency in which we will grant the Commission and Bonus only once, from the list of currencies we accept for payments made in the Store. You may not choose several currencies or request conversion to a different currency.
9. If you have reached the minimum Commission/Bonus amount, you can use it to:
 - a. purchase Products, after prior contact with the Seller,
 - b. decrease the Product purchase price by generating rebate vouchers,
 - c. transfer the Commission/Bonus to your bank account.
10. The current amount of Commission/Bonus granted to you and the minimum payout amount can be seen at your Account or at: flamecase.com/affiliate.
11. You may generate an unlimited amount of rebate vouchers, provided that you have sufficient Commission/Bonus amounts. The minimum and maximum amount of a single rebate voucher and information on voucher expiry dates can be seen at your Account or at: flamecase.com/affiliate.
12. Each generated rebate voucher entitles the holder to a one-time rebate when purchasing products. The amount of rebate is equal to the amount of Commission/Bonus spent to generate the voucher.
13. Vouchers not used by the expiry date are automatically voided. When a rebate voucher is voided, you automatically lose the amount of Commission/Bonus spent to generate it.
14. If your Account is locked as a result of violating these Terms of Use or generally applicable provisions of law, you lose your ability to use/pay out the Commission/Bonus.

IX. PAYMENTS

1. The Seller attaches a Proof of Payment to each order.
2. If Purchasers who make the purchase as Entrepreneurs for purposes related to their economic activities request a VAT Invoice as Proof of Payment, when submitting the order form, they should represent that are a VAT payer and authorize the Seller to issue the invoice without signature of the other party.
3. When submitting an Order, the Purchaser chooses the payment method. The Seller accepts various types of payment, such as:
 - a. cash on delivery of the Product,
 - b. payment by bank transfer to Seller's account,
 - c. payment via an online payment service.
4. Up-to-date, detailed information on the accepted methods of payment is available in the Store at [Payments](#).
5. If the Purchaser has chosen a method other than cash of delivery, the goods are shipped when the entire amount due (price plus extra costs) is credited on the Seller's bank account.
6. If the Purchaser has chosen payment by bank transfer or payment service, the payment deadline is 10 days from the moment the Order is confirmed. In case of failure to pay within that time, the Seller may cancel the order.
7. The Seller publishes the Product prices in various currencies. You should be aware that the prices of a given Product in various currencies may differ due to exchange rate differences, payment agent charges, the costs of processing payment in a given currency, etc.
8. The Purchaser bears the cost of delivering the Product to the specified address. The cost is named in the [Terms and costs of delivery](#).
9. The Purchaser should pay the import and export duties, taxes and other charges and is responsible for doing all that is required from the addressee and necessary to exercise the customs clearance in relation to the delivery of Products to the country indicated by the Purchaser.

10. The Seller reserves the right to change the prices of Products displayed on the Store website, add information about new goods, start and terminate promotional actions on the website, and hold and alter sales. The right of the Seller referred to in the preceding sentence does not affect orders submitted before the date on which the change of price, promotional action terms or sales terms entered into force. The Seller will notify the Purchaser about any special terms of promotional actions or sales. Promotions do not combine, unless the terms of promotion state otherwise.

X. DELIVERY

1. The Purchaser may pick up ordered Products using the following methods:
 - a. delivery of Products by courier mail to an address given by the Purchaser in the Order Form.
 - b. delivery of Products by Poczta Polska registered letter to an address given by the Purchaser in the Order Form.
 - c. pickup at Inpost self-service stations.
2. The Purchaser chooses the pickup method when submitting an order in the Store.
3. Delivery costs are added in accordance with current price lists and depend on parcel weight and dimensions. The Purchaser is notified of delivery costs when submitting an order before submitting the Order. For current [terms and costs of delivery](#), refer to the Store website under Terms and costs of delivery.
4. The delivery time provided by the Seller is a result of the carrier's declarations, an estimate only and may be longer e.g. due to customs clearance. The carrier is liable for claims for delayed delivery.
5. The delivery costs are borne by the Purchaser, unless expressly stated otherwise.
6. The Seller does not allow personal pickup.
7. The Purchaser undertakes to pick up a shipped Product. If the Purchaser has not picked up the Product, the costs of another delivery shall be borne by the Purchaser.
8. If you have not registered, you can check the current order status by entering the order's ID number and your e-mail at: flamecase.com/ordersHistory.
9. If you have registered, you can check the current order status on your Account, at flamecase.com/orderstatus.

XI. COMPLAINTS. STATUTORY WARRANTY FOR PHYSICAL AND LEGAL DEFECTS

1. Products offered at the Store are free from physical and legal defects.
2. The Seller does not offer a quality guarantee for sold Products.
3. The Seller is liable towards the Consumer for physical defects under statutory warranty insofar as specified in provisions of the Civil Code of 23 April 1964 (Dz. U. 2014, item 121, as amended).
4. The risk of accidental loss or destruction of the Product passes to the Consumer when the Product is handed over to them by the Seller or a carrier acting on the Seller's behalf. If the Consumer has chosen the carrier on their own and the Seller had no say in this decision, the risk passes to the Consumer when the Product is handed over to the carrier.
5. Upon receipt of the Product, the Consumer is advised to inspect the delivered parcel in the presence of the carrier, in particular as to whether the Product is complete and undamaged. If any damage or other irregularity of the Product is discovered, the parties are advised to draw up a damage report. The failure of the Consumer to draw up a damage report does not prevent a potential complaint from being filed or processed, but may limit the Consumer's ability to prove that the damage existed as of the moment of delivery.
6. The Consumer may file a complaint concerning the Product by notifying the Seller of discovery of a physical or legal defect in the Product.
7. The Consumer loses the right to file a complaint if they fail to notify the Seller within one year from discovery of the Product defect or within two years from handing the article over to the Consumer, whichever is earlier.
8. The complaint may be filed by means of an electronic form available at the Store, by electronic

mail at the address hello@flamecase.com or in writing at the Seller's correspondence address.

9. To streamline complaint processing, Consumers are advised to return the Product being the object of the complaint together with the Proof of Purchase or its copy attached. Failure to attach the Proof of Purchase or its copy does not, however, prevent the complaint from being processed.
10. If the Product is defective, the Consumer may:
 - a. demand that the Product be replaced with another non-defective Product, or
 - b. demand that the defect be removed, or
 - c. make a statement demanding that the price be lowered, or
 - d. make a statement rescinding the agreement.
11. The Consumer may not make a statement demanding that the price be lower or rescinding the agreement if the Seller has replaced the Product with another non-defective Product or removed the defect immediately and without undue hardships for the Consumer. This limitation does not apply if the Product has previously been replaced or repaired by the Seller or the Seller did not comply with its obligation to replace the Product with another non-defective Product or remove the defect.
12. The Consumer may demand that the Product be replaced with another non-defective Product in lieu of defect removal offered by the Seller or demand defect removal in lieu of replacement. This right is not applicable if restoring the Product to conformity with the agreement using a method chosen by the Consumer is impossible or requires excessive costs in comparison with the method proposed by the Seller.
13. The Consumer may not rescind the agreement if the defect of the Product is not essential.
14. The Seller may refuse to repair the Product or replace it with a non-defective Product as requested by the Consumer if restoring a defective Product to conformity with the agreement using a method chosen by the Consumer is not possible or requires excessive costs in comparison with an alternate method of doing so.
15. If the Consumer exercises its rights under statutory warranty for physical or legal defects of a Product and demands that the Product be replaced or rescinds the agreement, the Customer ships the Product to the Seller at the cost of the latter. The Product being the object of the complaint should then be returned at the Seller's correspondence address.
16. The Seller processes the complaint immediately, not later however than within 14 days from the date on which it was filed.
17. The Seller answers the complaint at its discretion either:
 - a. in writing at the Consumer's address, or
 - b. electronically at the e-mail address stated by the Consumer in the complaint.

XII. OTHER COMPLAINTS CONCERNING STORE SERVICES

1. You may file a complaint if the Seller does not offer the services provided for in, or offers them in violation of, these Terms of Use.
2. A complaint concerning Store services should contain:
 - a. your identity details,
 - b. the subject of the complaint and the period to which it applies,
 - c. circumstances justifying the complaint,
 - d. your signature, if the complaint is filed in writing.
3. If the complaint does not meet the formal conditions referred to above, the Seller may, at its discretion, leave the complaint unprocessed or ask you to provide missing data within no more than 7 days, advising you that if you do not provide the data by the set deadline, your complaint will be left unprocessed.
4. The Seller may leave the complaint unprocessed, if:
 - a. the complaint refers to a matter explained in these Terms of Use, its appendices, extra materials or online Store help. In such case, the reply to the complaint will refer you to the relevant document,
 - b. the complaint refers to a matter already explained in response to an earlier complaint of yours. In such case, the reply to the complaint will refer you to the relevant correspondence,

- c. the complaint originates from a third party who does not possess the appropriate authorization or power of attorney,
 - d. the complaint has been filed more than 30 days following discovery of grounds for complaint.
- 5. The Seller notifies the Purchaser immediately of its decision to leave the complaint unprocessed.
- 6. The Seller will forward any complaints sent to the Store and concerning services provided by third parties via the Store to the relevant third party responsible for resolving the complaint.
- 7. The Seller processes the complaint immediately, not later however than within 14 days from the date on which it was filed.
- 8. The Seller answers the complaint at its discretion either:
 - a. in writing at the Consumer's address,
 - b. electronically at the e-mail address stated by the Consumer,
 - c. by phone.
- 9. Consumers are hereby advised that they also have the opportunity to resolve complaints and pursue contractual claims out of court, including:
 - a. filing a motion with a permanent amicable consumer court associated with the Trade Inspection to resolve a dispute resulting from a concluded agreement.
 - b. filing a motion with the Regional Head of Trade Inspection to initiate mediation for the purpose of amicably resolving a dispute between the Purchaser and the Seller.
 - c. apply for the free of charge assistance of a county (municipal) consumer ombudsman or a community-based organization whose statute tasks include protection of consumers (such as the Consumer Federation or Polish Consumers' Association).

XIII. RETURNS. RIGHT OF WITHDRAWAL

- 1. Consumers who have entered into an agreement may, within 14 calendar days, withdraw from it without giving a reason and without incurring costs, except for the costs specified in points 7 and 8 of this paragraph. It is sufficient to send the statement before the end of that deadline. In particular, a declaration of withdrawal may be submitted in writing or by e-mail to the addresses given above in these Terms of Use.
- 2. You will find a template withdrawal form in an appendix to these Terms of Use. You may use the template, however it is not mandatory.
- 3. The term of withdrawal begins when you or a person you indicated picks the Product up from the carrier. If the contract covers a number of Products that are supplied separately, in part or in parts, the term of withdrawal begins when the last product, lot or part is picked up.
- 4. We will return to you all your payments without delay, no later than in 14 calendar days from the day we receive your withdrawal notice, including Product delivery costs (except for additional costs resulting from a method of delivery you chose which is not the cheapest regular delivery method available in the Store). We will make the refund using the same method of payment as the one you used, unless you explicitly agree to a different method, in which case you will never bear any additional charges. If we have not offered to pick up the Product from you, we can refrain from making the refund until we receive from you the Product or a proof of dispatch, whichever is earlier.
- 5. You are obliged to immediately, but not later than within 14 calendar days of the day you withdraw from the contract, return the Product to us or give it to a person we authorized, unless we have offered to pick up the Product ourselves. It is sufficient to send the Product before the end of that deadline.
- 6. You are liable for any loss of Product value which may result from using the Product beyond the extent necessary to determine its nature, characteristics and functionality.
- 7. If you chose a delivery method other than the cheapest delivery method offered by us, we are not obliged to refund the additional costs.
- 8. You are obliged to cover the direct costs of returning the Product (including the cost of sending the Product to us).
- 9. You do not have the right to withdraw from a distance sale contract if you purchased Products which are not pre-manufactured, and are manufactured according to your specifications, such

as:

- a. Products on which we printed a Design you created using the Project Wizard described in Section VI of the Terms and Conditions (for example phone cases, tablet cases on which we printed a picture you provided to us);
 - b. Products on which we printed a Design selected by you from the existing Projects available in the Store (for example phone cases, tablet cases on which we printed a picture available in the Partner Store).
10. Please note that the fact that you do not have the right to withdraw from the contract does not exclude our liability for defective Products,
 11. In the case described in point 9 b above, we may, however, at our sole discretion agree that you return the Product. The request should be sent to us by email to the address given at the beginning of these Terms of Use, stating the reason of return.

XIV. AN ENTREPRENEUR AS A PURCHASER

1. If the Purchaser is an Entrepreneur:
 - a. the right to withdraw from an agreement concluded at a distance does not apply.
 - b. the parties exclude the liability of the Seller under statutory warranty for physical and legal defects of the Products to the maximum extent allowed under mandatory provisions of law.
 - c. the benefits and burdens related to the Product and the risk of accidental loss or damage to the Product transfer to the Purchaser on the moment the Product is handed over to the carrier.

XV. RESERVATIONS, ASSURANCES AND LIABILITY

1. To ensure the good of the Users and the highest quality of the Store, you may not use the Store, any of its functionalities and provided services in a manner contrary to the nature, purpose and object of Store activities, in particular by undertaking actions contrary to generally applicable law, the provisions of these Terms of Use and good manners.
2. The Seller will make all efforts to ensure that the Store and all services provided via the Store operate continuously and without any disruptions, but is not liable for disruptions caused by events outside Seller's influence, such as force majeure, device failure, errors or unlawful interference by Users or third parties for whom the Seller is not liable.
3. The Seller reserves the right to apply all security measures necessary to guarantee the proper functioning of the store, including measures against actions of Store Users that violate these Terms of Use and/or other rules regulating Store operation.
4. The Seller reserves the right to draw profits from advertising placed by third parties in the Store, to which you consent by using the Store. The advertisements are placed by entities independent from the Seller by means of links, banners, etc. The Seller is not liable for offers, information and actions of such third parties. If you decide to do what is advised in such an advertisement, you do so at your own risk.
5. The Store site is available in various language versions, but we are not liable for differences which may occur in the content presented on different language versions of the Store.

XVI. INTELLECTUAL PROPERTY RIGHTS TO THE STORE

1. Any intellectual property rights to the Store, in particular to its content, verbal or graphic marks, names, images, graphics, sound effects, information, functionality and services available at the Store, are held solely by the Seller or its partners who provided the Seller with specific materials for use by the latter. If you use the Store according to these Terms of Use, you are not acquiring some or all such intellectual property in any manner.
2. Save for a written consent of the Seller, you must not copy, reproduce or otherwise use the aforesaid intellectual property rights to the content available in the Store in whole or in part. This does not apply to automatic, temporary storage of files in the memory of a digital device as a result of regular usage of the Store for purposes compliant with these Terms of Use, as well as to

instances of fair use.

XVII. SOCIAL MEDIA PLUGINS

1. The Store uses plugins for social media websites operated by:
 - a. Facebook Inc., 1601 S. California Ave, Palo Alto, CA 94304, USA,
 - b. Instagram Inc. 181 South Park Street, Suite 2, San Francisco, CA 94107, USA,
 - c. Tumblr Inc. 35 E 21st Street, Ground Floor, New York City, 10010, USA,
 - d. Twitter, Inc., 1355 Market St., Suite 900, San Francisco, CA 94103, USA.
2. Social media plugins are used to allow you to add Graphics and share Product designs in social media websites operated by the aforesaid companies.
3. Any designations identifying these companies and the plugins themselves are or might be protected by law.
4. The social media plugins are offered by the aforesaid companies and transmit data to them. Detailed information on how such data is used by these companies can be found on their websites:
 - a. Facebook: <http://www.facebook.com/about/privacy/>
 - b. Twitter: <https://twitter.com/privacy>
 - c. Instagram: <https://instagram.com/about/legal/privacy/>
 - d. Tumblr: <https://tumblr.com/policy/en/privacy/>.

XVIII. CHANGES OF THE TERMS OF USE

1. We may change these Terms of Use at any time.
2. The Seller publishes changes to the Store Terms of Use at the Store website. You will be advised of any changes in the Terms and Conditions not later than 14 days before the changed Terms of Use enter into force. Users who registered their Store Accounts will be informed of the changes and the possibility to agree to the changes during their first log-in since their introduction. Non-acceptance of the changes of these Terms of Use is equal to termination of the agreement for electronic provision of services and Account deletion.
3. Changes of these Terms of Use do not affect orders submitted prior to entry of such changes into force.
4. No change of these Terms of Use is required to organize promotions, competitions and additional services whose detailed terms and conditions are specified each time in attachments to these Terms of Use.

XIX. FINAL PROVISIONS

1. These Terms of Use are made available to you free of charge via the Store and may be recorded at any time, in particular by printing, storing on media or downloading from the Store website. You are not bound by the Terms of Use clauses which were not made available to you in the way described above.
2. Invalidity of any of the provisions of these Terms of Use, determined by a verdict of the relevant court, does not render invalid any other provisions hereof.
3. In all matters not regulated in these Terms of Use the effective provisions of Polish law apply, unless the User is a Consumer usual residing outside of Poland, in which case the law of the country of Consumer's usual residence shall apply.
4. The Seller gathers and processes the personal data provided by the Users in accordance with the applicable provisions and the Store privacy policy available at <https://flamecase.com/static/10-privacy-policy>.
5. Any disputes with Users who are entrepreneurs resulting from the operation of the Store and the provision of services therein will be submitted for resolution to the relevant Polish common courts.
6. Please send any comments, suggestions and queries to hello@flamecase.com.

Appendix – Template withdrawal from contract form

MODEL DECLARATION OF WITHDRAWAL FROM CONTRACT

(you should fill in and send this form only if you want to withdraw from the sales contract)

(date and place)

(Consumer's name)

(Consumer's address)

FLAMECASE SP. Z O.O.
ul. Serwituty 25
02-233 Warsaw
Poland

I/We(*) hereby declare that I/we hereby withdraw from the sales contract concluded on _____ concerning the following products:

Consumer('s) signature (only if the form is sent as a hard copy)

(*) delete as appropriate.

Attention! Products which are not pre-manufactured, and are manufactured according to your order, cannot be returned without stating reason (the contract cannot be withdrawn from).