

TERMS AND CONDITIONS OF THE ONLINE STORE

MOTOBIRDS.COM

01.01.2023

§ 1

GENERAL PROVISIONS

1. The motobirds.com store operates on the principles set out in this Regulations.
2. The Regulations specify the conditions for concluding and terminating Sales Agreements, contracts for the supply of Digital Content, making Reservations, the complaint procedure, as well as the types and scope of services provided electronically by the motobirds.com Store, the rules for providing these services, the conditions for concluding and terminating contracts for the provision of electronic services.
3. When using the Electronic Services of motobirds.com Store, Service Recipient must comply with the provisions of the Regulations.
4. In all matters not covered by the Regulations, the following provisions shall apply:
 - a) the act on the provision of electronic services of July 18, 2002,
 - b) the act on Consumer Rights of May 30, 2014,
 - c) the act on out-of-court resolution of consumer disputes of September 23, 2016
 - d) the Civil Code Act of April 23, 1964,
 - e) and other relevant provisions of Polish law.

§ 2

DEFINITIONS INCLUDED IN THE TERMS AND CONDITIONS

1. **REGULATIONS** - these Terms and Conditions of the Store.
2. **STORE** - the Service Provider's online store operating at motobirds.com.
3. **ELECTRONIC SERVICE** - a service provided electronically by the Service Provider to the Customer via the Store.
4. **CONTACT FORM** - a form available on the website www.motobirds.com allowing to send a message to the Service Provider.



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adres: ul. Na Przetaj 12 B, 03-092 Warszawa, Polska

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5. **REGISTRATION FORM** – a form available on the motobirds.com website allowing to create an Account.
6. **ACCOUNT** - marked with an individual name (login) and password, a collection of resources in the Service Provider's ICT system, in which the Customer's data is collected, including information about placed Orders and Reservations.
7. **ORDER/RESERVATION FORM** – a form available on the motobirds.com website that enables placing an Order or making a Reservation.
8. **NEWSLETTER** - Electronic Service that allows the Service Recipient to subscribe to and receive free information from the Seller on the Products and Services available in the Store to the e-mail address provided by the Service Recipient.
9. **SELLER, SERVICE PROVIDER** - Aleksandra Trzaskowska running a business under the name Aleksandra Trzaskowska TYLKO DLA ORLIC entered into the Central Register and Information on Economic Activity of the Republic of Poland kept by the minister competent for economy, place of business and address for service: ul. Na Przelaj 12 B, 03-092 Warsaw, NIP: 5213014862, REGON: 368502080, e-mail address: info@motobirds.com, phone number: +48 739 299 907.
10. **SERVICE RECIPIENT** - a natural person, legal person or an organizational unit without legal personality, which the law grants legal capacity using the Electronic Service.
11. **CUSTOMER** - a Service Recipient with full legal capacity, who intends to conclude or has concluded a Sales Agreement with the Seller.
12. **CONSUMER** - a natural person who performs a legal transaction with the entrepreneur not directly related to his business or professional activity.
13. **ENTREPRENEUR** - a natural person, a legal person and an organizational unit that is not a legal person, which the law grants legal capacity, conducting business or professional activity on its own behalf.
14. **PRODUCT** - a movable item available in the Store, which is the subject of the Sales Agreement between the Customer and the Seller.
15. **SERVICE** - a motorcycle tour constituting a tourist event within the meaning of the Act of 24 November 2017 on tourist events and related tourist services or a transport service provided by the Service Provider, which is the subject of the Sales Agreement concluded between the Seller and the Customer.
16. **DIGITAL CONTENT** - data generated and provided by the Seller in digital form, which is the subject of the Agreement for the provision of Digital Content.



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17. **SALES AGREEMENT** - a Product or Service Sales Agreement concluded between the Customer and the Seller via the Store.
18. **AGREEMENT FOR THE DELIVERY OF DIGITAL CONTENT** - an agreement concluded between the Service Provider and the Service Recipient, the subject of which is Digital Content.
19. **ORDER/RESERVATION** - Customer's declaration of will constituting an offer to conclude a Sales Agreement with the Seller.
20. **PRICE** - the value expressed in monetary units that the Customer is obliged to pay to the Seller for the Product or Service or Digital Content.
21. **DIGITAL ENVIRONMENT** - computer hardware, software and network connections used by the Customer to access or use the Digital Content.
22. **COMPATIBILITY** - interaction of the Digital Content with computer hardware or software that is usually used to use the same type of Digital Content, without the need to transform them.
23. **FUNCTIONALITY** - the ability of the Digital Content to perform its functions, taking into account their intended use.
24. **INTEGRATION** - combination of Digital Content with elements of the Customer's Digital Environment and its inclusion in these elements in order to ensure compliance with the Agreement.
25. **INTEROPERABILITY** - the ability of the Digital Content to interact with computer hardware or software other than those normally used to use the same type of Digital Content.

§ 3

PRODUCTS TERMS OF SALE

1. Information about the Products and their ordering.
 - 1.1. The motobirds.com store conducts retail sale of Products via the Internet.
 - 1.2. The Products offered in the Store are new, in accordance with the contract and have been legally introduced to the Polish market.
 - 1.3. The information on the Store's website does not constitute an offer within the meaning of the law. By placing an Order, the Customer submits an offer to purchase a specific Product under the conditions specified in its description.
 - 1.4. The price of the Product shown on the Store's website is given in euro (EUR) and is a gross value. The Seller is a VAT payer.



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- 1.5. The price of the Product shown on the Store's website is binding at the time of placing the Order by the Customer. This price will not change regardless of price changes in the Store that may occur in relation to individual Products after the Customer has placed the Order.
- 1.6. The Seller clearly informs the Customers about unit Prices as well as promotions and reductions in Product Prices. Next to the information about the discount of the Product, the Seller shows the lowest Price of this Product, which was in force in the period of 30 days before the introduction of the reduction, and if the Product is offered for sale in a period shorter than 30 days - the Seller shows the lowest Price of the Product, which was in force in the period from the date of offering this Product for sale until the date of introduction of the discount.
- 1.7. Orders can be placed:
 - a) via the website using the Order Form (motobirds.com Store) - 24 hours a day throughout the year,
 - b) via e-mail to: **info@motobirds.com**,
 - c) by phone at the telephone number: **+48 739 299 907**.
- 1.8. The condition for placing an Order in the Store by the Customer is to read the Store Regulations and accept its provisions at the time of placing the Order.
- 1.9. Products in the promotion have a limited number and Orders for them will be processed in the order in which they are received.
2. Conclusion of the Product Sales Agreement.
 - 2.1. To conclude a Sales Agreement, it is necessary for the Customer to place an Order in advance using the methods provided by the Seller, in accordance with 1.7 and 1.8.
 - 2.2. After placing the Order, the Seller immediately confirms its receipt.
 - 2.3. Confirmation of acceptance of the Order for execution binds the Customer with his Order. Confirmation of receipt and acceptance of the Order for execution takes place by sending an e-mail.
 - 2.4. Confirmation of acceptance of the Order for execution includes:
 - a) confirmation of all essential elements of the Order,
 - b) contract withdrawal form,
 - c) these Regulations containing information on the right to withdraw from the contract.



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- 2.5. Upon receipt by the Customer of the e-mail referred to in point 2.4, a Product Sales Agreement is concluded between the Customer and the Seller.
- 2.6. Each Product Sales Agreement will be confirmed with a proof of purchase (VAT invoice), which will be sent in electronic form to the e-mail address indicated in the Order Form.
3. Methods of payment for the Product.
- 3.1. The seller provides the following payment methods:
- a) payment by traditional transfer to the Seller's bank account,
 - b) payment via electronic payment services (DotPay.pl).
- 3.2. In the case of payment by traditional transfer, the payment should be made to the bank account number:
- a) PLN: PL13 1140 2004 0000 3602 7993 8246,
 - b) USD: PL62 1140 2004 0000 3712 0608 1675,
 - c) EUR: PL57 1140 2004 0000 3912 0608 1667,
- (mbank S.A.) Aleksandra Trzaskowska TYLKO DLA ORLIC, ul. Na Przełaj 12B, 03-092 Warszawa, NIP: 5213014862, REGON: 368502080. In the title of the transfer, enter "Order No.".
- 3.3. In the case of payment via electronic payment services, the Customer makes the payment before starting the execution of the Order. Electronic payment services allow to make payments by credit card or a quick transfer from selected Polish banks.
- 3.4. The Customer is obliged to pay the Price under the Product Sales Agreement within 7 working days from the date of its conclusion, unless the Sales Agreement provides otherwise.
- 3.5. All bank charges, currency exchange fees and other administrative fees related to the payment method chosen by the Customer will be borne by the Customer.
- 3.6. The product will be sent to the customer only after he has paid for it.
- 3.7. The Seller has the right to limit the payment methods provided by the Seller to Customers who are not Consumers, including requiring prepayment of part or all of the sale price, regardless of the payment method chosen by the Customer and the fact of concluding the Sales Agreement.
4. Costs, date and methods of delivery of the Product.



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- 4.1. The costs of delivery of the Product, which are covered by the Customer, are determined during the Order placement process and depend on the choice of payment method and the method of delivery of the purchased Product.
- 4.2. The date of delivery of the Product consists of the time of completing the Product and the time of delivery of the Product by the carrier.
- 4.3. The time of completing the Products is up to 21 business days from the moment of:
 - a) posting the funds paid under the Sales Agreement to the Seller's account,
 - b) or positive transaction authorization by the electronic payment system.
- 4.4. The delivery of Products constituting movable items by the carrier takes place within the period declared by him, i.e. from 1 to 2 working days from the moment of sending the shipment (delivery takes place only on working days, excluding Saturdays, Sundays and holidays).
- 4.5. Products purchased in the Store are sent via a courier company.
5. Complaints for non-compliance of the Product with the contract.
 - 5.1. The basis and scope of the Seller's liability towards the Customer who is a Consumer or an entity referred to in § 5 of the Regulations for non-compliance of the Product with the contract are specified in the Act on Consumer Rights of May 30, 2014.
 - 5.2. The basis and scope of the Seller's liability towards the Customer who is an Entrepreneur under the warranty are specified in the Civil Code of April 23, 1964.
 - 5.3. The Seller is liable to the Customer who is a Consumer or an entity referred to in § 5 of the Regulations for the lack of conformity of the Product with the contract existing at the time of delivery of the Product and revealed within 2 years from that moment, unless the expiry date of the Product specified by the Seller or persons acting in his name is longer.
 - 5.4. Notification of the non-compliance of the Product with the contract and the relevant request can be made via e-mail to the following address: **info@motobirds.com** or in writing, by registered mail, to the following address: **ul. Na Przelaj 12B, 03-092 Warsaw.**
 - 5.5. The above message in written or electronic form should contain as much information and circumstances regarding the subject of the complaint as possible, in particular the type and date of the irregularity and contact details.



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The information provided will greatly facilitate and speed up the consideration of the complaint by the Seller.

- 5.6. In order to assess the non-compliance of the Product with the contract, the Consumer or the entity referred to in § 5 of the Regulations are obliged to make the Product available to the Seller, and the Seller is obliged to collect it at his own expense.
- 5.7. The Seller will respond to the Customer's request immediately, no later than within 14 days of its receipt.
- 5.8. In the case of a complaint from a Customer who is a Consumer or an entity referred to in § 5 of the Regulations - failure to consider the complaint within 14 days of its submission is tantamount to its consideration.
- 5.9. The Customer who is a Consumer or an entity referred to in § 5 may demand that the Product be replaced or repaired by the Seller in the first place. The Customer may request a price reduction and withdrawal from the contract only in the cases specified in the Act on Consumer Rights of May 30, 2014 (e.g. when the non-conformity of the goods with the contract is significant, when the Seller refused to bring the goods into compliance with the contract or when the lack of conformity of the goods with the contract persists even though the seller has already tried to bring the goods into conformity with the contract).
- 5.10. In connection with a justified complaint of a Customer who is a Consumer or an entity referred to in § 5 of the Regulations, the Seller, respectively:
 - a) covers the costs of repair or replacement and re-delivery of the Product to the Customer,
 - b) reduces the price of the Product (the reduced price must remain in the proportion of the price of the goods in accordance with the contract to the goods that are not in accordance with the contract) and returns the value of the reduced price to the Consumer or the entity referred to in § 5 at the latest within 14 days of receiving the statement of price reduction from the Consumer, or the entity referred to in § 5,
 - c) in the event of withdrawal from the contract by the Consumer or the entity referred to in § 5 - the Seller returns the price of the Product to him at the latest within 14 days from the date of receipt of the returned goods or proof of sending them back. In the event of withdrawal from the contract, the



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Consumer or the entity referred to in § 5 is obliged to immediately return the goods to the Seller at the Seller's expense.

- 5.11. The response to the complaint is provided on paper or another durable medium, e.g. an e-mail or text message.
6. The right to withdraw from the Product Sales Agreement without giving a reason.
 - 6.1. Subject to point 6.10 of this paragraph, the Customer who is also a Consumer or an entity referred to in § 5 of the Regulations who concluded a distance contract may withdraw from it without giving reasons by submitting a relevant statement within 14 days. To meet this deadline, it is enough to send a statement of withdrawal from the contract provided by the Store.
 - 6.2. In the event of withdrawal from the contract, the Sales Contract is considered void, and the Consumer or the entity referred to in § 5 of the Regulations are obliged to return the Product to the Seller or hand it over to the person authorized by the Seller to collect it immediately, but not later than 14 days from the date in which he withdrew from the contract, unless the Seller offered to pick up the Product himself. To meet the deadline, it is enough to send back the Product before its expiry.
 - 6.3. In the event of withdrawal from the Sales Agreement, the Product should be returned to the following address: Na Przełaj 12B, 03-092 Warsaw.
 - 6.4. The Consumer or the entity referred to in § 5 of the Regulations are liable for the decrease in the value of the Product as a result of using it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product, unless the Seller has not informed the Consumer or the entity referred to in § 5 on the manner and time limit for exercising the right to withdraw from the contract and did not provide him with a model withdrawal form. In order to determine the nature, characteristics and functioning of the Products, the Consumer or the entity referred to in § 5 of the Regulations should handle the Products and check them only in the same way as they could do in a stationary store.
 - 6.5. Subject to points 6.6 and 6.8 of this paragraph, the Seller will refund the value of the Product together with the costs of its delivery using the same method of payment as used by the Consumer, unless the Consumer or the entity referred to in § 5 of the Regulations expressly agreed to a different method of return, at no cost to them. Subject to point 6.7 of this paragraph, the return will take place



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immediately, and at the latest within 14 days from the receipt by the Seller of the declaration of withdrawal from the Sales Agreement.

- 6.6. If the Consumer or the entity referred to in § 5 of the Regulations have chosen a method of delivery of the Product other than the cheapest usual method of delivery offered by the Store, the Seller is not obliged to reimburse them for the additional costs incurred by them.
- 6.7. If the Seller has not offered to collect the Product from the Consumer or the entity referred to in § 5 of the Regulations, he may withhold the reimbursement of payments received from the Consumer until the goods are returned or delivered by the Consumer or the entity referred to in § 5 of the Regulations, proof of sending it back, depending on which event occurs first.
- 6.8. The consumer or the entity referred to in § 5 of the Regulations withdrawing from the Sales Agreement, in accordance with point 1 of this paragraph, bear only the costs of returning the Product to the Seller.
- 6.9. The fourteen-day period in which the Consumer or the entity referred to in § 5 of the Regulations may withdraw from the contract is counted as:
- a) for a contract under which the Seller issues the Product being obliged to transfer its ownership - from the date on which the Consumer or the entity referred to in § 5 of the Regulations (or a third party indicated by them other than the carrier) took possession of the Product,
 - b) for a contract that covers many Products that are delivered separately, in batches or in parts - from taking possession of the last Product, its batch or part,
 - c) for a contract consisting in regular delivery of the Product for a definite period of time - from taking possession of the first of the Products,
 - d) for other contracts - from the date of conclusion of the contract.
- 6.10. The right to withdraw from a distance contract is not entitled to the Consumer or the entity referred to in § 5 of the Regulations, among others in the case of a Sales Agreement:
- a) in which the subject of the service is a non-prefabricated product, manufactured according to the consumer's specifications or serving to satisfy his individual needs,



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- b) in which the subject of the service is goods delivered in a sealed package, which cannot be returned after opening the package due to health protection or hygiene reasons, if the package was opened after delivery,
 - c) in which the subject of the service are goods which, due to their nature, are inseparably connected with other things after delivery,
 - d) in which the subject of the service is goods that deteriorate quickly or have a short shelf life.
- 6.11. The right to withdraw from the Sales Agreement is vested in both the Seller and the Customer in the event of failure by the other party to the agreement to fulfill its obligation within a strictly specified period.

§ 4

SERVICES TERMS OF SALE

1. Information about the Services and their ordering.
 - 1.1. The www.motobirds.com Store sells Services via the Internet.
 - 1.2. The services offered in the Store are in accordance with the contract and have been legally introduced to the Polish market.
 - 1.3. The information on the Store's website does not constitute an offer within the meaning of the law. By placing an Order or making a Reservation, the Customer submits an offer to purchase a specific Service under the conditions specified in its description.
 - 1.4. The price of the Service shown on the Store's website is given in euro (EUR) and is a gross value. The seller is a VAT payer.
 - 1.5. The price of the Service shown on the Store's website is binding at the time the Customer places an Order or makes a Reservation. This price will not change regardless of price changes in the Store that may occur in relation to individual Services after the Customer has placed an Order or made a Reservation. The immutability of the Price does not apply to cases and situations clearly indicated in separate regulations of the Services.
 - 1.6. The Seller clearly informs the Customers about Unit Prices as well as promotions and reductions in the Prices of Services. Next to the information about the discount, the Seller shows the lowest Price of this Service, which was in force in the period of 30 days before the introduction of the discount, and if the Service is offered for sale in a period shorter than 30 days - the Seller shows the lowest



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Price of the Service, which was in force in the period from the date of the start of the offer this Service for sale until the date of introduction of the discount.

- 1.7. Orders and Reservations can be placed:
 - a) via the website using the Order/Reservation Form (Store www.motobirds.com) - 24 hours a day throughout the year,
 - b) via e-mail to: info@motobirds.com,
 - c) by phone at: +48 739 299 907.
- 1.8. In order to place an Order or make a Reservation, the Customer is not required to register an Account in the Store.
- 1.9. The condition for placing an Order or making a Reservation in the Store by the Customer is to read these Regulations and other additional documents applicable to the purchase of a trip or transport service.
- 1.10. Promotional (sale) services have a limited number of places and Orders or Reservations for them will be processed in the order in which they are received.
- 1.11. In the event that the Seller is forced, prior to the commencement of the Service, for reasons beyond its control, to change the material terms of the Agreement with the Customer, it shall immediately notify the Customer.
- 1.12. In the situation referred to in point 1.11 of this paragraph, the Customer is obliged to immediately inform the Seller whether:
 - a) accepts the proposed amendment to the Agreement or
 - b) withdraws from the Sales Agreement with the immediate return of all benefits provided by the Customer and without the obligation to pay any contractual penalty. Detailed information on this subject can be found in separate regulations of the Services.
- 1.13. If the Customer withdraws from the Sales Agreement in accordance with point 1.12 of this paragraph or if the Seller cancels the performance of the Service constituting the subject of the Sales Agreement for reasons beyond the control of the Customer, the Customer has the right, at his discretion:
 - a) receive a replacement Service of the same or higher standard, unless he agrees to a lower standard Service with a refund of the difference in price,
 - b) demand the immediate return of all benefits paid by him.
- 1.14. The Seller is responsible for non-performance or improper performance of the Service, unless the non-performance or improper performance is caused solely by:



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- a) act or omission of the Customer,
 - b) acts or omissions of third parties not participating in the performance of the Services provided for in the Sales Agreement, if these acts or omissions could not be foreseen or avoided,
 - c) force majeure (an accidental or natural event, i.e. natural, unavoidable, one over which the Seller has no control, in particular catastrophic events of nature and extraordinary events in the form of disturbances in collective life, such as war, domestic riots).
- 1.15. The exclusion of liability for non-performance or improper performance of the contract in the cases listed in point 1.14 of this paragraph does not release the Seller from the obligation to provide assistance to the injured Customer during the provision of the Service,
- 1.16. Before making an Order or Reservation for a Service related to any physical activity, the Customer is asked to consult his health condition, as well as any disorders, with the appropriate medical staff in order to obtain information about possible contraindications to participate in the service performed.
- 1.17. The Customer is asked to read the description of the Service, its specificity, intensity and its impact on the body, or consult a doctor.
2. Conclusion of the Service Sales Agreement.
- 2.1. To conclude a Service Sales Agreement, it is necessary for the Customer to place an Order or make a Reservation in advance using the methods provided by the Seller, in accordance with 1.7 and 1.9 of this paragraph.
- 2.2. After placing an Order or Reservation, the Seller immediately confirms their receipt. Confirmation of receipt of the Order or Reservation is made by sending an e-mail.
- 2.3. Confirmation of receipt of the Order or Reservation includes:
- a) confirmation of all essential elements of the Order or Booking,
 - b) contract withdrawal form,
 - c) these Regulations containing information on the right to withdraw from the contract,
 - d) other information documents required for the selected Service (e.g. contract, general conditions for participation in the event/transport).
- 2.4. The Service Sales Agreement between the Customer and the Seller is effectively concluded when the Customer electronically signs a separate contract for



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participation in a tourist event or a transport contract and accepts the terms and conditions for the provision of a given Service.

2.5. Each Service Sale Agreement will be confirmed with a proof of purchase (VAT invoice), which will be sent in electronic form to the e-mail address indicated in the Order/Reservation Form.

3. Methods of payment for the Service.

3.1. The Seller provides the following payment methods:

- a) payment by traditional transfer to the Seller's bank account,
- b) payment via electronic payment services (DotPay.pl).

3.2. In the case of payment by traditional transfer, the payment should be made to the bank account number:

- a) PLN: PL13 1140 2004 0000 3602 7993 8246,
- b) USD: PL62 1140 2004 0000 3712 0608 1675,
- c) EUR: PL57 1140 2004 0000 3912 0608 1667,

(mbank S.A.) Aleksandra Trzaskowska TYLKO DLA ORLIC, ul. Na Przełaj 12B, 03-092 Warszawa, NIP: 5213014862, REGON: 368502080. In the title of the transfer, enter "Order No.".

3.3. In the case of payments via electronic payment services, the Customer makes the payment before starting the execution of the Order or Reservation. Electronic payment services allow you to make payments by credit card or a quick transfer from selected Polish banks.

3.4. Subject to point 3.5, the Customer is obliged to pay the Price under the Service Sales Agreement within 7 working days from the date of its conclusion, unless the Sales Agreement provides otherwise.

3.5. The Customer is entitled to pay the reservation fee in the amount of 25% of the Service Price within 7 days from the date of concluding the Service Sale Agreement. The Client is obliged to pay the remaining part of the Price within 30 days before the commencement of the Service.

3.6. All bank charges, currency exchange fees and other administrative fees related to the payment method chosen by the Customer will be borne by the Customer.

3.7. The Seller has the right to limit the payment methods provided by the Seller to Customers who are not Consumers, including requiring prepayment of part or all of the sale price, regardless of the payment method chosen by the Customer and the fact of concluding the Sales Agreement.



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4. Complaint for non-compliance of the Service with the contract.
 - 4.1. The basis and scope of the Seller's liability towards the Customer who is a Consumer or an entity referred to in § 5 of the Regulations for non-compliance of the Service with the contract are specified in the Act on Consumer Rights of May 30, 2014.
 - 4.2. The basis and scope of the Seller's liability towards the Customer who is an Entrepreneur under the warranty are specified in the Civil Code of April 23, 1964,
 - 4.3. Notification of non-compliance of the Service with the contract and the relevant request can be made via e-mail to the following address: **info@motobirds.com** or in writing, by registered mail, to the following address: **ul. Na Przelaj 12 B, 03-092 Warsaw.**
 - 4.4. The above message in written or electronic form should contain as much information and circumstances regarding the subject of the complaint as possible, in particular the type and date of the irregularity and contact details. The information provided will greatly facilitate and speed up the consideration of the complaint by the Seller.
 - 4.5. The Seller will respond to the Customer's request immediately, no later than within 14 days of its receipt.
 - 4.6. In the case of a complaint from a Customer who is a Consumer or an entity referred to in § 5 of the Regulations - failure to consider the complaint within 14 days of its submission is tantamount to its consideration.
 - 4.7. The response to the complaint is provided on paper or another durable medium, e.g. an e-mail or text message.
5. The right to withdraw from the Service Sales Agreement.
 - 5.1. Subject to point 5.4 of this paragraph, the Customer who is also a Consumer or an entity referred to in § 5 of the Regulations that concluded a distance contract may withdraw from it without giving reasons by submitting a relevant statement within 14 days. To meet this deadline, it is enough to send a statement of withdrawal from the contract provided by the Store.
 - 5.2. In the event of withdrawal from the contract, the Sales Agreement is considered void.
 - 5.3. The fourteen-day period in which the Consumer or the entity referred to in § 5 of the Regulations may withdraw from the contract, in the case of the Service, is counted from the date of conclusion of the contract.



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- 5.4. The right to withdraw from a distance contract is not entitled to the Consumer or the entity referred to in § 5 of the Regulations in the case of the Agreement for the provision of Services for which the Consumer or entrepreneur with consumer rights is obliged to pay, if the Seller has fully performed the Service with the express consent of the Consumer or the entity referred to in § 5 of the Regulations, who was informed before the commencement of the service that after the performance of the service by the Seller, he will lose the right to withdraw from the contract.**
- 5.5. The right to withdraw from the Sales Agreement is vested in both the Seller and the Customer (Consumer) or the entity referred to in § 5 of the Regulations, in the event of failure by the other party to the contract to fulfill its obligation within a strictly specified period.
- 5.6. The Seller has the right to withdraw from the Sales Agreement concluded with the Customer who is an Entrepreneur within 14 working days from the date of its conclusion. Withdrawal from the Sales Agreement in this case may take place without giving a reason and does not give rise to any claims on the part of the Customer who is an Entrepreneur against the Seller.
- 5.7. Subject to paragraphs 1.12 - 1.14 of this paragraph, the Seller has the right to demand payment for the actual costs incurred and benefits fulfilled until the receipt of the resignation (withdrawal from the contract).
- 5.8. The Seller provides information only that the historically shaped average costs actually incurred by the Seller, in relation to the total value of the concluded Sales Agreement, are usually as follows:
- up to 60 days before the date of the service - 50% of the price,
 - from 59 days to 45 days before the date of service - 80% of the price,
 - from 44 to 30 days before the date of service - 90% of the price.

§ 5

AGREEMENT FOR THE SUPPLY OF DIGITAL CONTENT

- The Digital Content available in the Store is Functional, Compatible and Interoperable with equipment that meets the technical requirements indicated on the Store's website and/or in these Regulations.
- Through the Store's website, the Service Recipient may conclude with the Service Provider an Agreement for the provision of Digital Content, the subject of which are free



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materials prepared by the Service Provider, in exchange for the Service Recipient's consent to send him the Newsletter.

3. The conclusion of the Agreement for the provision of materials referred to in point 2 requires the completion of the appropriate form on the Store's website and confirmation of subscribing to the Newsletter by clicking on the activation link sent to the Customer's e-mail address. At the moment of clicking on the activation link, the Service Provider and the Service Recipient conclude an Agreement for the provision of free materials prepared by the Service Provider. In this case, the Customer is not obliged to pay any monetary fee for the materials received, but provides the Service Provider with his personal data.
4. If the Service Recipient does not agree to the sending of marketing information by the Service Provider and wants to purchase the materials referred to in point 2 of this paragraph - the Service Recipient is obliged to contact the Seller in this matter and pay for the materials the amount indicated by the Seller.
5. The materials are delivered to the Service Recipient to the e-mail address indicated by him in the form within 24 hours from the conclusion of the Agreement for the provision of Digital Content.
6. The customer has the option of unlimited access to the Digital Content and downloading it to his device.
7. The Seller provides the Customer with Digital Content in the latest available version.
8. The consumer and the entity referred to in § 6 of the Regulations may withdraw from the Agreement concluded with the Service Provider for the supply of Digital Content, without giving any reason, within 14 days from the date of its conclusion. Information about withdrawal should be sent to: **info@motobirds.com**. Withdrawal from the Agreement for the supply of Digital Content is tantamount to resignation from the Newsletter.
9. The basis and scope of the Seller's liability towards the Customer who is a Consumer or an entity referred to in § 6 of the Regulations for non-compliance of the Digital Content with the contract are specified in the Act on Consumer Rights of May 30, 2014.
10. The basis and scope of the Seller's liability towards the Customer who is an Entrepreneur under the warranty is specified in the Civil Code of April 23, 1964.
11. The Customer is obliged to cooperate with the Seller in order to determine whether the lack of compliance of the Digital Content with the Agreement results from the characteristics of the Customer's Digital Environment.



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12. Notifications of non-compliance of the Digital Content with the Agreement and the submission of a relevant request can be made via e-mail to the following address: **info@motobirds.com**.
13. The Seller will respond to the Customer's request immediately, no later than within 14 days from the date of filing the complaint.
14. The Customer who is a Consumer or an entity referred to in § 6 of the Regulations may first demand that the Digital Content be brought into compliance with the Agreement. The Customer may demand withdrawal from the contract only in the cases specified in the Act on Consumer Rights of May 30, 2014 (e.g. when the non-compliance of the Digital Content with the contract is significant, when the Seller refused to bring the Digital Content into compliance with the contract or in the event that the lack of compliance of the Digital Content with the contract continues, despite the fact that the seller has tried to bring the Digital Content into compliance with the contract).
15. The Service Provider reserves the right to change the rules on which it is possible to obtain Digital Content, but the changed rules will not apply to Contracts for the provision of Digital Content concluded before the change of rules.

§ 6

PROVISIONS CONCERNING ENTREPRENEURS WITH CONSUMER RIGHTS

1. An entrepreneur running a sole proprietorship (this paragraph does not apply to commercial companies) is covered by the protection provided for by the Act on Consumer Rights, provided that the contract he concludes with the Seller is directly related to his business activity, but the content of this contract shows that there is no professional nature for him, resulting in particular from the subject of his business activity.
2. A person conducting business activity referred to in point 1 of this paragraph is protected only in the scope of:
 - a) prohibited contractual provisions,
 - b) liability for non-compliance of the Product or Service with the contract,
 - c) the right to withdraw from a distance contract,
 - d) rules for a contract for the supply of digital content or a digital service.
3. The entrepreneur referred to in point 1 of this paragraph loses his rights under consumer protection if the Sales Agreement concluded with the Seller is of a professional nature, which is verified on the basis of the entrepreneur's entry in the



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Central Register and Information on Economic Activity of the Republic of Poland, in particular the codes of the Polish Classification of Activities indicated therein.

4. Entrepreneurs referred to in point 1 of this paragraph are not covered by institutional protection provided for Consumers by county consumer rights ombudsman as well as the President of the Office of Competition and Consumer Protection.

§ 7

TYPE AND SCOPE OF ELECTRONIC SERVICES

1. The Service Provider enables the use of Electronic Services through the Store, such as:
 - a) placing Orders and making Reservations via the Reservation/Order Form,
 - b) maintaining an Account in the Store,
 - c) Newsletter,
 - d) sending messages via the Contact Form.
2. The provision of Electronic Services to Service Recipients in the Store takes place under the conditions set out in the Regulations.
3. The Service Provider has the right to place advertising content on the Store's website. This content is an integral part of the Store and the materials presented in it.

§ 8

CONDITIONS FOR THE PROVISION AND CONCLUSION OF CONTRACTS FOR THE PROVISION OF ELECTRONIC SERVICES

1. The provision of Electronic Services specified in § 6 point 1 of the Regulations by the Service Provider is free of charge.
2. The period for which the contract is concluded:
 - a) the contract for the provision of Electronic Services consisting in maintaining an Account in the Store is concluded for an indefinite period,
 - b) the contract for the provision of Electronic Services consisting in enabling the submission of an Order or Reservation in the Store is concluded for a definite period of time and terminates at the moment of placing the Order or Reservation or ceasing to submit them by the Service Recipient,
 - c) the contract for the provision of Electronic Services consisting in the use of the Newsletter is concluded for an indefinite period,



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- d) the contract for the provision of Electronic Services consisting in enabling the sending of messages to the Service Provider via the Contact Form is concluded for a definite period of time and terminates at the moment of sending the message or ceasing to send it by the Service Recipient.
3. Technical requirements necessary for cooperation with the ICT system used by the Service Provider:
 - a) a computer (or mobile device) with Internet access,
 - b) access to e-mail,
 - c) Web browser,
 - d) enabling Cookies and Javascript in the web browser.
4. The Service Recipient is obliged to use the Store in a manner consistent with the law and decency, taking into account respect for personal rights and intellectual property rights of third parties.
5. The Service Recipient is obliged to enter data consistent with the facts.
6. The service recipient is prohibited from providing illegal content.
7. The Service Provider may terminate the contract for the provision of Electronic Services with immediate effect and without giving reasons by sending a notice of termination to the Service Recipient who is not a Consumer.

§ 9

COMPLAINTS RELATED TO THE PROVISION OF ELECTRONIC SERVICES

1. Complaints related to the provision of Electronic Services through the Store may be submitted by the Customer via e-mail to the following address: **info@motobirds.com**.
2. In the e-mail above, please provide as much information and circumstances as possible regarding the subject of the complaint, in particular the type and date of irregularities and contact details. The information provided will significantly facilitate and accelerate the consideration of complaints by the Service Provider.
3. Consideration of the complaint by the Service Provider takes place immediately, not later than within 14 days from the date of notification.
4. The Service Provider's response to the complaint is sent to the Customer's e-mail address provided in the complaint application or in another manner provided by the Customer.



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§ 10

CONDITIONS FOR TERMINATION OF CONTRACTS FOR THE PROVISION OF ELECTRONIC SERVICES

1. Termination of the contract for the provision of Electronic Services.
 - 1.1. A contract for the provision of Electronic Services of a continuous and indefinite nature (Account, Newsletter) may be terminated.
 - 1.2. The Customer may terminate the contract with immediate effect and without giving reasons by sending a relevant statement via e-mail to the following address: **info@motobirds.com**.
 - 1.3. The Service Provider may terminate a contract for the provision of Electronic Services of a continuous and indefinite nature in the event that the Service Recipient violates the Regulations, in particular when he provides unlawful content after an ineffective prior request to cease violations with an appropriate deadline. In this case, the contract expires after 7 days from the date of submitting the declaration of will to terminate it (notice period).
 - 1.4. Termination leads to termination of the legal relationship with effect for the future.
2. The Service Provider may terminate the contract for the provision of Electronic Services with immediate effect and without indicating the reasons by sending the Customer who is not a Consumer a notice of termination.
3. The Service Provider and the Service Recipient may terminate the contract for the provision of Electronic Services at any time by mutual agreement of the parties.

§ 11

INTELLECTUAL PROPERTY

1. All content posted on the website at motobirds.com and materials referred to in § 5 point 2 of the Regulations is protected by copyright and (subject to § 11 point 3 and elements used under license, transfer of copyright or fair use) are the property of Aleksandra Trzaskowska conducting business activity under the name Aleksandra Trzaskowska TYLKO DLA ORLIC, ul. Na Przelaj 12B, 03-092 Warszawa, NIP: 5213014862, REGON: 368502080. The Service Recipient bears full responsibility for damage caused to the Service Provider, which is a consequence of using any content on the motobirds.com website, without the consent of the Service Provider.



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2. Any use by anyone, without the express written consent of the Service Provider, of any of the elements making up the content and content of motobirds.com is a violation of the copyright of the Service Provider and results in civil and criminal liability.
3. All trade names, Product and Services names, company names and their logos used on the Store's website at motobirds.com belong to their owners and are used only for identification purposes. They may be registered trademarks. All materials, descriptions and photos presented on the Store's website at motobirds.com are used for informational purposes.

§ 12

RESPONSIBILITY

1. The Service Provider takes all measures available to it to protect the data of the Service Recipients.
2. Service Recipients bear full responsibility for breaking the law or damage caused by their actions in the Store, in particular providing false data, disclosure of classified information or other secrets protected by law, violation of personal rights or copyright and related rights.
3. The Service Provider undertakes to inform the Customers in advance, if possible, about possible disruptions in the functioning of the Store, in particular about interruptions in access.

§ 13

FINAL PROVISIONS

1. Agreements concluded through the Store are concluded in accordance with Polish law.
2. In the event of any incompatibility of any part of the Terms and Conditions with applicable law, instead of the challenged provision of the Terms and Conditions, the relevant provisions of Polish law shall apply.
3. All disputes arising from Sales Agreements between the Store and Consumers will be settled first of all through negotiations, with the intention of resolving the dispute amicably, taking into account the Act on out-of-court resolution of consumer disputes. However, if this would not be possible or would be unsatisfactory for either party, the disputes shall be settled by a competent common court in accordance with point 4 of this paragraph.



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4. Court dispute resolution.
 - 4.1. Any disputes arising between the Service Provider and the Service Recipient (Customer) who is also a Consumer or entity referred to in § 5 of the Regulations, shall be submitted to the competent courts in accordance with the provisions of the code of civil procedure of November 17, 1964 (Journal of Laws No. 43, item 296, as amended).
 - 4.2. Any disputes arising between the Service Provider and the Service Recipient (Customer) who is not also a Consumer shall be subject to the court having jurisdiction over the Service Provider's seat.
5. The Customer who is a Consumer also has the right to use out-of-court dispute resolution, in particular by submitting an application after mediation to initiate mediation or an application for consideration of a case by an arbitral tribunal (the application can be downloaded at <http://www.uokik.gov.pl/download.php?plik=6223>). The list of Permanent Consumer Arbitration Courts operating at the Provincial Inspectorates of the Trade Inspection is available on the website: http://www.uokik.gov.pl/wazne_adresy.php#faq596. The Consumer may also take advantage of free assistance of the county (municipal) consumer ombudsman or social organization whose statutory tasks include consumer protection. Out-of-court claims after the complaint procedure is free.
6. In order to resolve the dispute amicably, the consumer may in particular lodge a complaint via the ODR (Online Dispute Resolution) online platform, available at: <http://ec.europa.eu/consumers/odr/>.
7. In case of any interpretation issue with the English Language version of this document, the Polish Language version shall prevail. It is available on the web-site: motobirds.com.



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