

Terms and conditions
for purchasing Products on the Website hereinafter referred to as Regulations

The following Regulations and the Privacy Policy constitute a legally binding Agreement between "Yoga with Karo" belonging to **Karolina Krawczyk Yoga Mandala, registered in the Central Register and Information on Economic Activity (CEIDG)** at the address **ul. Zygmunta Pawlaczyka 38N, 02-797 Warsaw, Poland, NIP PL 524-238-42-77** and the Customer regarding the purchase of Products offered on the Website www.yogawithkaro.com

In the event of any conflict between these documents in relation to your purchase, these Terms and Conditions shall prevail and constitute the parent document.

The online store "Yoga with Karo" available at www.yogawithkaro.com is run by Karolina Krawczyk Yoga Mandala, Poland Zygmunta Pawlaczyka 38 N, 02-797 Warsaw, NIP PL 524-238-42-77.

I. Definitions:

1. **Seller** - Karolina Krawczyk 'Yoga Mandala', ul. Zygmunta Pawlaczyka 38N, 02-797 Warsaw, Poland, NIP PL 524-238-42-77, e-mail: yogawithkaro@gmail.com
2. **Customer** - any entity using the Services offered on Website: www.yogawithkaro.com
3. **Community member** – a Customer who creates a Community collected around the Website and who therefore benefits from selected free Services made available only to Community members
4. **Services** – publications, online educational platform, online courses, consultations, e-mail courses, blog, classes, courses;
5. **Store** - an online Store run by the Seller at the Internet address www.yogawithkaro.com (**Website** also called **System**)
6. **Regulations** – these Terms and conditions which define the rules for our sale of goods and services through the Store
7. **Registration form** - form for creating an **Account**
8. **Product** - a movable item (goods) or a service available in the Store which is the subject of the Sales agreement such as an access to the online educational platform, online courses, consultations, e-mail courses, etc;
9. **Sales agreement** – a contract between the Customer and the Seller via the Online Store, the subject of which is the sale of Product

II. Contact

1. The online store is run by the Seller on the Website www.yogawithkaro.com
2. The Seller's e-mail address: yogawithkaro@gmail.com
3. The Seller's telephone number: +48 508 137 900
4. The Seller's bank Account number PL 98 1140 2004 0000 3112 0384 8090
5. You can communicate with the Seller using the addresses and telephone numbers provided in this paragraph.

6. You can contact the Seller by phone on working days of the week between 9 am and 4 pm (CEST) or by e-mail yogawithkaro@gmail.com

III. Prices and payment rules

1. The prices are given in Euro (€) and are gross prices.
2. Form of payments are as followed:
 - PayPal (karkraw@wp.pl),
 - bank transfer (€ account PL 98 1140 2004 0000 3112 0384 8090)
 - using credit/debit cards via sytem installed on the website

IV. To place an order

1. Log in to the Store by creating an Account (see point V below)
2. Select the Product to be purchased and click the "I confirm the order with payment obligation" button;
3. Select the bank through which the payment will be made.
4. As soon as the order is confirmed by clicking the button "I confirm the order with payment obligation", the sales contract is concluded
5. You are obliged to make the payment immediately after making and confirming the order - otherwise the order may be canceled.
6. The Product, and in particular the service consisting in on-line training / courses, will be provided on the dates, place and manner specified in the Product description.
7. Please be fully aware that only one person may access and use the Products. You cannot share the login and password with third parties. Sharing this data with third parties is strictly prohibited and is subject to the same consequences as for infringement of intellectual property

V. Creating an Account and access to the Account and Services

1. The Customer may set up an Account by registering on the Website or using existing profiles on Facebook or Google
2. To set up an Account on the Website fill in the Registration Form (providing username, password, first and last name, e-mail address), accept the content of these Regulations and consent to the processing of personal data by us.
3. Creating an Account allows you to freely access it and place orders at any time without the need to re-register.
4. Creating an Account in the Store is voluntary and free.
5. Logging in to the Account is done by entering the login and password set in the Registration Form

6. Account access data (login and password) are confidential. The Customer cannot use an Account that has not been created for her/him and should not share her/his access data with third parties. Seller will not be responsible for any situation occurred as a consequences of disclosure of access data and for the actions of persons who have obtained access to such data.
7. The Customer is obliged to update his data provided when creating the Account. Update functions are available after logging into the Account.
8. At any time the Customer may request to delete his Account which is synonymous with resignation from the services related to the Account and loss of the ability to use the digital materials provided by the Account.
9. It is prohibited to enter System and distribute illegal content through it or take actions that may interfere with the System or damage it and to use the System in a manner contrary to the law.
10. The Seller may at any time, without prior notice (or with prior informing the Customer via e-mail), deprive or limit access to the Account or delete the Account, if Customer violates the law or provisions of the Regulations.
11. The Seller may delete the data entered into the System by the Customer without prior notice or prevent access to it, if he receives reliable information that the data is contrary to the law or the Regulations.
12. The Seller reserves the right to display messages addressed to the Customer when browsing the Website content or using the services.
13. The Customer taking part in workshops, courses or other events conducted in real time (online) are obliged to follow the rules of personal culture and make it possible for the teacher to conduct the meeting and to other participants to benefit from it without any interference.

VI. Technical information

1. The minimum technical requirements enabling the proper use of the Services and Website are:
 - a) in terms of equipment: a device enabling smooth browsing of websites with a resolution of 1366x768 and filling in Internet forms
 - b) in the scope of software: a web browser enabling the display of HTML documents related to the Internet with enabled Cookie's and Java Script files (Google Chrome is recommended in its latest version);
2. The Seller ensures the proper functioning of the ICT System it uses and prevents unauthorized access to individual services and also ensures the availability of the services 24 hours a day, 7 days a week, except for technical breaks or breaks resulting from reasons beyond the Seller`s control, including force majeure.

VII. Newsletters

1. The Seller may send newsletters only to the Customers who directly agreed to this form of communication and to the Community members.

2. Customers and Community members give their consent to the newsletters when creating an Account or later and can unsubscribe at any time via the link included in each sent message. Unsubscribing from a newsletters by the Community members is an equivalent of resignation from being a Community member.

VIII. Customers Rights

1. The Customer has the right to withdraw from the contract within 14 days without giving any reason. The deadline to withdraw from the contract expires after 14 days from the day:
 - a) of conclusion of a contract that concerned the provision of services or the supply of digital content that is not provided on a tangible medium,
 - b) in which the Customer came into possession of the Product or in which a third party other than the carrier and indicated by the Customer came into possession of the Product, in the case of a contract requiring the transfer of ownership of the Product.
2. To exercise the right of withdrawal, the Customer must inform the Seller of the decision to withdraw from the contract by an unequivocal statement (for example, a letter sent by post or e-mail). The Customer may use the model withdrawal form attached to these Regulations.
3. To meet the deadline to withdraw from the contract, it is sufficient for the Customer to send information regarding the exercise of his right to withdraw from the contract before the deadline to withdraw from the contract.
4. In the event of withdrawal from the contract, the Seller returns to the Customer all payments received, including the costs of delivery immediately, and in any case not later than 14 days from the day on which the Customer informed the Seller about the decision to exercise the right of withdrawal. Reimbursement for costs of delivery do not contain additional costs resulting from the method of delivery chosen by the Customer other than the cheapest usual delivery method offered by the Seller.
5. The Seller shall refund payments using the same payment methods that were used in the original transaction, unless the Customer has expressly agreed to a different method. In any of these cases the Customer will not be obliged to any fees in connection with this return. If the withdrawal requires also a transfer of ownership of the Product, the Seller may withhold reimbursement until receipt of the Product or until proof of its return is provided, whichever occurs first.
6. If the subject of the contract was a tangible product send to the Customer, the Customer is obliged to send it back or hand it over to the Seller immediately, not later than 14 days from the day on which he informed about the withdrawal from the contract, to the address: Karolina Krawczyk Yoga Mandala, ul. Zygmunta Pawlaczyka 38N, 02-797 Warsaw, Poland. The deadline is met if the Customer sends the Product back before the 14-day deadline. The Customer is obliged to bear the direct cost of returning the item.
7. If the Customer has demanded to start providing services before the deadline to withdraw from the contract, then he/she shall be obliged to pay the Seller an amount proportional to the scope of services fulfilled until the moment he informed the Seller about the withdrawal from the contract.
8. The Customer is not entitled to withdraw from a distance contract in respect of contracts:

- a) for the provision of services, if the Seller has fully performed the service with the express consent of the Customer, who was informed before the start of the service that after fulfilling it by the Seller he will lose the right to withdraw from the contract,
 - b) in which the subject of the service are sound or visual recordings or computer programs delivered in a sealed package, if the package was opened after delivery,
 - c) for the provision of accommodation services other than for residential purposes, transport of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract indicates the day or period of service provision,
 - d) for the supply of digital content that is not stored on a tangible medium, if the performance of the service began with the express consent of the Customer before the deadline to withdraw from the contract and after informing him by the Seller about the loss of the right to withdraw from the contract.
9. The Customer may use extrajudicial means of dealing with complaints and redress. To take advantage of the possibility of amicable settlement of disputes when shopping online, the Customer may submit his complaint, e.g. via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>

IX. Personal data

1. The Seller is the administrator of Customers` personal data collected via the Online Store.
2. Customers' personal data collected by the Seller has a purpose to implement the Sales agreement, and if the Customer agrees - also for marketing purposes and/or for participation as a Community member.
3. The recipients of personal data of the Customers of the Online Store may be:
 - a) In the case of a Customer who uses the Online Store with the method of delivery by post or courier, we provide the Customer's collected personal data to the selected carrier or intermediary performing the shipment.
 - b) In the case of a Customer who uses the Online Store with the method of electronic payments or with a payment card, we provide the Customer's collected personal data to the selected entity servicing the above payments in the Online Store.
4. The Customer has a right to access her/his personal data and correct it.
5. Providing personal data is voluntary, but failure to provide the personal data indicated in the Regulations necessary to conclude a Sales agreement results in the inability to conclude this contract

X. General Product specification

1. The Products are available in the version offered at the time of purchase and as available.
2. The Seller has made every effort to ensure that programs or other materials and content contained in each of our Products, Website, movies, newsletters, blog content,

programs, courses help the Customer in yoga practice however the Seller do not guarantee any specific results as it depends on the personal experience, dedication, physical predisposition and more other factors beyond Seller`s control. In other words by making the purchase, the Customer accept, agree and understand that she/he is fully responsible for progress and results from her/his participation in the Product.

3. Please also bear in mind that our Products do not contain any medical, or psychotherapeutic advice.
4. The Customer is responsible for estimating if her/his physical abilities make it safe for them to perform all and each of the asanas and other exercises.

XI. Intellectual property

1. The Seller has the copyrights to all the materials placed on the Website, including the content contained in all the Product.
2. All these materials are made available only for the personal use of the Customer, which means it is strictly forbidden to duplicate, share or transfer any content of the Product, including any sharing via social networks. The offered Products may only be used for private, non-commercial use of the Customer.
3. In particular, nobody may modify, copy, reproduce, transmit, publish, transfer, rent, translate, sell, create derivative works, use or distribute in any way or any media (including email and other electronic means) of any Product content without Seller`s consent.

XII. Complaints

1. Customer may submit a written complaint in matters relating to the Products provided by the Seller by sending an e-mail to the following address: yogawithkaro@gmail.com, in which he will provide at least the following information:
 - a) name and surname of the Customer, e-mail address to which the consideration of the complaint is to be sent, telephone number, and in the case of legal persons the name, address of the registered office and contact details of the person authorized to deal with matters related to the submitted complaint
 - b) a detailed indication of the Product to which the complaint relates
 - c) a description of the reported problem
 - d) a date on which the problem occurred
2. The lack of any of the above data entitles the Seller not to consider the complaint.
3. The Seller shall consider the complaint no later than within 14 days from the date of receipt of the notification, and if it was not possible, inform the applicant about a different date for considering the complaint. Failure to consider the complaint within the indicated period does not mean that it is recognized by the Seller.
4. The Seller shall immediately notify the Customer of the consideration of the complaint via the e-mail provided in the application.

XIII. Which Law applies

1. By concluding this Agreement in Poland, we agree that the validity, interpretation and legal effects of this Agreement, as well as any disputes between the Seller and the Customer will be settled in accordance with the law in force in Poland, regardless of conflicts of legal principles that impose the application of the law of another jurisdiction.
2. In matters not covered, the provisions of generally applicable law of the Republic of Poland shall apply, including the Civil Code (Kodeks cywilny), the Act on the protection of personal data (Ustawa o ochronie danych osobowych), the Act on the provision of electronic services (Ustawa o świadczeniu usług drogą elektroniczną), the Act on copyright and related rights (Ustawy o prawie autorskim i prawach pokrewnych), and the Act on Customer rights (Ustawy o prawach konsumenta)
3. The Seller reserves the right to change the provisions of the Regulations. The amendments shall enter into force when published, but shall not apply to contracts concluded before their entry into force.

Model withdrawal form

(this form should be completed and returned only if you wish to withdraw from the contract)

- Addressee: **Karolina Krawczyk Yoga Mandala,**
ul. Zygmunta Pawlaczyka 38N, 02-797 Warsaw, Poland, NIP PL 524-238-42-77:

- I / We (*) hereby inform / inform (*) about my / our withdrawal from contract for the
- a) * sale of the following items
 - b) * contract for the supply of the following items.....
 - c) * contract for specific work consisting in the performance of the following items.....
 - d) * for the provision of the following service

- Date of conclusion of the contract (*) / receipt (*)
- Name and surname of the Customer (s)
- Address of the Customer (s)
- Signature of the Customer (s) *(only if the form is sent in paper version)*
- Date

** delete as appropriate*