

The owner, the seller and the administrator of the store is:

Michał Dulian

operating within the company TIPI TAMBOO MICHAŁ DULIAN, ul. Maślicka 6D/ 2, 54-107 Wrocław  
address for letters: ul. Maślicka 6D/ 2, 54-107 Wrocław, NIP 8943018207, REGON 021475988, e-mail: shop@tamboo.eu, tel. (+48) 668 470 729

Before placing the order, the Customer has the right to negotiate the provisions of the contract with the Seller. If the Customer resigns from concluding a contract through individual negotiations, these Regulations and generally applicable law shall apply.

## I GENERAL PROVISIONS

The online store available at: [www.tamboo.eu](http://www.tamboo.eu) is run by Michał Dulian, operating within the company TIPI TAMBOO MICHAŁ DULIAN; detailed information on the business is presented above.

The regulations are originally drawn up in the Polish language and constitute a model contract concluded remotely, in accordance with generally applicable provisions of the Polish law.

In order to conclude the Contract with the Seller, the Buyer may exercise the right to negotiate the terms of the Contract or conclude a Contract with the Seller based on these Regulations.

The content of the Regulations, in the case of a separate decision of the Buyer, constitutes the content of the Contract concluded between the Parties. The content of the Contract is recorded in accordance with applicable regulations, and made available to the Buyer on a durable medium in order to guarantee the Buyer the possibility of referring to it if necessary.

Sales are carried out in the European Union.

The customer has the opportunity to read the Code of Good Practice for Entrepreneurs. The Code of Good Practice is contained in the Act of August 23, 2007 on counteracting and redressing unfair market practices. Current wording of the above Act is available at <http://isap.sejm.gov.pl/>

All products offered in the Online Store are new, free from any physical and legal defects, and have been legally introduced on the Polish market. The Seller is obliged to provide the Buyer with products without defects.

The prices listed on the Online Store website are expressed in Polish zlotys, euros and pounds, and include VAT.

The Buyer may place orders in the Store 24 hours a day, 7 days a week via the website [www.tamboo.eu](http://www.tamboo.eu)

Communication with the Seller by the Buyer causes the Buyer to bear the costs arising from contracts concluded by the Buyer with third parties; for the possibility of using certain forms of distance communication, the Seller does not charge any additional fees nor services for the possibility of communicating with him.

The area of the online store's ([www.tamboo.eu](http://www.tamboo.eu)) activity is retail sale of articles for children and other goods via the Internet.

In matters not covered by these Regulations, the relevant provisions of law in force in the Republic of Poland shall apply, in particular the Act of 23 April 1964 – the Civil Code, the Act of 30 May 2014 on consumer rights, the Act of 29 August 1997 on data protection personal data, the Act of 10 May

2018, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of their personal data, and on the free movement of such data, and the repeal of Directive 95/46 /EC (general data protection regulation).

The provisions of these Regulations are not intended to exclude or limit any rights of the Buyer who is also a Consumer within the meaning of the provisions of the Act of 23 April 1964 -- the Civil Code, which he has under the mandatory provisions of law. In the event of non-compliance of the provisions of these Regulations with the above provisions, priority is given to the above provisions.

In the event of a dispute with the Seller, the Consumer has the opportunity to settle the matter amicably by:

1. *turning to the Permanent Consumer Arbitration*
2. *mediation*
3. *applying to the Provincial Inspector of Trade Inspection;*
4. *getting free help with dispute resolution from the Consumer Federation and using the free consumer hotline 800 007 707.*

## II DEFINITIONS

REGULATIONS -- these Regulations with attachments; informing about the obligations and rights of two Parties to the Contract;

PARTY -- the Party to the Contract is the Buyer or the Seller; wherever the wording Parties is used, it shall mean the Buyer and the Seller together;

DISTANCE CONTRACT -- A contract concluded remotely by the Parties without simultaneous presence of two Parties to the Agreement; Such a contract is concluded with the use of remote communication channels available in the Store;

COMMUNICATION CHANNELS -- specific forms of placing orders remotely;

STORE -- online store available at: [www.tambo.eu](http://www.tambo.eu);

ADMINISTRATOR -- Michał Dulian, operating within the company TIPI TAMBOO MICHAŁ DULIAN, ul. Maślicka 6D/ 2, 54-107 Wrocław, address for letters: ul. Maślicka 6D/ 2, 54-107 Wrocław, NIP 8943018207, REGON 021475988;

SELLER -- Michał Dulian, operating within the company TIPI TAMBOO MICHAŁ DULIAN, ul. Maślicka 6D/ 2, 54-107 Wrocław, address for letters: ul. Maślicka 6D/ 2, 54-107 Wrocław, NIP 8943018207, REGON 021475988;

SERVICE PROVIDER -- Michał Dulian, operating within the company TIPI TAMBOO MICHAŁ DULIAN, ul. Maślicka 6D / 2, 54-107 Wrocław, address for letters: ul. Maślicka 6D/ 2, 54-107 Wrocław, NIP 8943018207, REGON 021475988;

CUSTOMER -- a natural person, legal person and organizational unit without legal personality, which the law grants legal capacity, and which is purchasing products through the Online Store;

CONSUMER -- a natural person purchasing products through the Online Store, by phone or email for a purpose not related directly to their business or professional activity;

BUYER -- Customer or Consumer;

SERVICE RECIPIENT -- a natural person, a legal person and an organizational unit without legal personality, which the law grants legal capacity, and which is purchasing products through the Online Store;

ORDER -- an offer to conclude a sales contract submitted by the Buyer via the Online Store;

USER -- any economic entity using the Online Store;

ACCOUNT -- the User's individual administrative panel available after registration and logging into the Online Store, marked with a login and password, used to conclude sales contracts;

REGISTRATION -- the process of creating an Account by the User in the Online Store;

SALES CONTRACT -- a contract of sale, a legal contract for the purchase of goods concluded between the Seller and the Buyer via the Online Store;

PRODUCT -- any item sold through the Online Store;

FORM OF PAYMENT -- a form of payment for the ordered product, selected by the Buyer while placing an Order, offered by the Store, or as a result of an individual arrangement with the Store in a different form from those presented on the Store's website;

DELIVERY FORM -- a form of delivery of the ordered product, selected by the Buyer while placing an Order or as a result of an individual arrangement conducted with the Store in a different form from those presented on the Store's website;

SALE DOCUMENT -- a VAT invoice or Receipt, depending on the Buyer's instructions;

ATTACHMENTS -- information on the right to withdraw from the contract and a model withdrawal form, as well as a form for replacement of products referred to in a complaint;

CODE OF GOOD PRACTICES -- a set of rules of conduct, adopted in the generally applicable law in the form of ethical and professional standards in order to counteract unfair market practices, which is used by the Seller;

INFORMATION -- information about the product, located next to the photograph of a product, which is a description of the most important terms and characteristics of the product, enabling the Buyer to become familiar with the properties of the product;

CART -- a form of electronic recording of products selected by the Buyer for the purpose of their subsequent purchase;

PRODUCT RELEASE PLACE -- place indicated by the Buyer in the order placed, to which the product purchased by the Buyer is to be delivered;

PRODUCT RELEASE TIME -- the moment in which the Buyer or another person authorized to collect the product takes full ownership of the product being the subject of the concluded contract;

COMPLAINTS ADDRESS AND WITHDRAWAL ADDRESS -- address or addresses indicated by the Seller as the addresses for submitting specific statements, being the addresses for letters;

SUBJECT OF THE CONTRACT or CONTENT OF THE CONTRACT -- products or services selected by the Buyer that are the subject of the Contract or the content of the Contract; the scope of the subject of the Contract also includes the provision of the Product Delivery by the Seller, if the Buyer chooses one of the product delivery forms offered by the Seller;

SERVICES PROVIDED BY ELECTRONIC MEANS -- functionalities of the ICT system and IT enabling the Service Provider to offer specific technical solutions such as the possibility of creating and maintaining an Account in the Online Store and enabling the one-time option of placing an Order via the Order Form located in the Online Store; without the simultaneous presence of the parties (at a distance), through transmission of data at the individual request of the Service Recipient, sent and received by means of electronic processing devices, including digital compression and data storage, which are fully transmitted, received or transmitted via a telecommunications network in the meaning of the Act of 16 July 2004 -- Telecommunications Law;

ORDER FORM -- a technical system located in the Online Store that allows the Buyer to place an Order through the available form fields, without having to register in the Online Store beforehand;

IT SYSTEM -- technical and IT structures as well as transmission software;

DEFECT -- legal or physical defect of the purchased product;

GDPR -- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and the repeal of Directive 95/46 / EC.

### III REGISTRATION

Registration in the Online Store is voluntary and free.

In order to register in the Store, the User should complete the registration form available on the Store's website, providing their true data.

In order to successfully complete the Registration process, the User provides the following data:

- *a) Email address,*
- *b) Name and surname,*
- *c) Address (street, city, postal code),*
- *d) Telephone number.*

When completing the form, a different delivery address can be additionally indicated. Providing a telephone number is voluntary.

After the User completes the fields of the Registration form with the required data, a User Account will be created.

After creating the account, the User will receive an automatically generated message to the e-mail address provided to confirm registration in the store.

If the User's data required during the registration process change, the User is requested to update the data so that them become accurate.

In a situation where the User's data required during the registration process change after the start of the order, the User is asked to update the data, and inform the Store of the update.

### IV ORDERS

The Buyer may place orders in the Store 24 hours a day, 7 days a week only through the Online Store.

Orders are carried out on business days from Monday to Friday, excluding public holidays, during store hours, i.e. 10:00--17:00.

The store sells and dispatches throughout Poland and Europe.

The prices listed on the store website [www.tambooeu](http://www.tambooeu) are expressed in Polish zlotys, euros and pounds, and include VAT.

The store issues a VAT invoice for all goods sold.

The sales documents specified above are sent together with the goods to the Buyer.

The number of products provided for promotional sales and sales is limited, and orders for goods are processed according to the order of their confirmed placement.

The Store accepts the order for processing by sending an e-mail confirming the order to the Customer to the e-mail address provided by him while placing the order. The Store may also contact the Buyer by phone if they have provided the telephone number. The customer who is not a consumer in accordance with art. 22 [1] of the Civil Code shall receive confirmation of the order by e-mail.

Registration and account creation is not a prerequisite for placing an order in the Online Store. The Buyer has the option of placing an order through the Online Store without prior registration.

In order to place an order, the Buyer should add the product he intends to buy to the shopping 'Cart.' Adding a product to the Cart does not mean placing an order. Products can be added or removed from the Cart.

The Cart enables the Buyer to manage the ordered products and calculate the value of the order.

In order to complete an order, add the products you select to the Cart.

The next stage of placing an order is determining the method of shipment and choosing the method of payment, as well as determining the form of the invoice (VAT invoice). After completing these steps, the 'order and pay' button is selected if the order is to be confirmed.

After a correct order is placed, it is considered as accepted. Orders placed in this way are confirmed by email. The sending of the order confirmation by the Store is considered to be the moment of placing an order.

The Buyer may change any order by e-mail or phone, or withdraw the entire order if the order has not been sent yet.

The ordered goods shall be delivered to the address indicated by the Buyer.

The day of the performance of the Contract concluded via the Online Store is the date of receiving the shipment by the Buyer.

## V METHOD OF PAYMENT

Payments for goods purchased by the Customer in the Store (price and delivery costs) are made on the terms specified by the Seller.

All prices in the Store are gross prices, including tax on goods and services (VAT) in the amount resulting from separate provisions. The costs of delivery of the goods to the Buyer are given separately when an order is placed.

The buyer has the following forms of payment to choose from:

- *a) Available forms of electronic payment -- tPay*

Information on the completion of an order can be obtained by phone: (+48) 668 470 729 and by e-mail: [www.tamboos.eu](http://www.tamboos.eu)

The customer purchases goods and orders services according to the prices and delivery costs applicable at the time the order is placed. The amount of delivery costs depends on the place of delivery chosen by the Buyer.

## VI DELIVERY COMPLETION

Delivery is completed to the address indicated by the Buyer in the order.

The ordered goods are delivered in a manner chosen by the Buyer, i.e. the courier company DPD or GLS (international shipments), or in accordance with the instruction set out below in paragraph 7 below within no more than 12 business days from the moment the payment is credited to the Seller's account.

The Seller shall not be liable for delays in the delivery of Goods due to reasons not attributable to the Seller or due to reasons beyond control.

The cost of product delivery is borne by the Buyer.

For some goods, personal pickup is possible after arranging a pickup date by phone:

Siecieborowice 9

55-200 Oława

A visit is possible by appointment: +48 664 734 764.

It is recommended that the Consumer within the meaning of art. 22 [1] of the Civil Code, as far as possible, should check the condition of the goods after delivery, and in the presence of a representative of the entity performing the delivery should write the appropriate report. Checking the shipment will facilitate and accelerate pursuit of any claims from the entity responsible in the event of mechanical damage to the shipment arising during transport. In such situations, it is recommended that the Consumer should contact the Seller as soon as possible by phone: +48 668 470 729 or by e-mail: [shop@tamboos.eu](mailto:shop@tamboos.eu)

The Buyer who is not a Consumer within the meaning of Article 22 [1] of the Civil Code is obliged to check the condition of the goods after delivery and in the presence of a representative of the entity performing the delivery. In the event of mechanical damage to the shipment arising during transport, the Customer should write a damage report and immediately contact the Seller by phone: +48 668 470 729 or by e-mail: [shop@tamboos.eu](mailto:shop@tamboos.eu)

## VII COMPLAINTS -- WARRANTY

The Seller is liable to the Consumer within the meaning of art. 22 [1] of the Civil Code on the principles set out in art. 556 et seq. of the Civil Code for physical or legal defects of things sold (warranty).

The Consumer who exercises the rights under the warranty is obliged to deliver the defective item to the Complaint Address at the expense of the Seller.

The Seller recommends that in order to facilitate the complaint process, a description of the product's non-compliance with the Contract should be attached.

The Seller will respond to the Consumer's notification within 14 (fourteen) business days. Otherwise, it is considered that the Seller has recognized the Customer's statement or request as justified.

In the case of contracts concluded with customers who are not Consumers within the meaning of art. 22 [1] of the Civil Code, pursuant to art. 558 § 1 of the Civil Code, the Seller's liability under the warranty is excluded.

The complaint address is: Tipi TAMBOO Michał Dulian, Siecieborowice 9, 55-200 Oława.

#### VIII WARRANTY

Goods sold through the Online Store are not covered by the manufacturer's warranty.

Complaints of goods may be lodged under the warranty referred to in section VII above.

#### IX WITHDRAWAL FROM THE CONTRACT -- RETURN OF PRODUCTS

The Consumer, based on art. 27 of the Act on the rights of consumers who have concluded a distance contract, may withdraw from it without giving a reason and without incurring costs, except for the costs specified in art. 33, 34 and 35 of the Act on consumer rights, by submitting a relevant statement in writing within fourteen calendar days from the date of delivery of the subject of the contract to the Consumer. In order to comply with this deadline, it is sufficient to send a statement before its expiry. The statement can be sent by e-mail to: [shop@tamboo.eu](mailto:shop@tamboo.eu), or by post to the following address:

TIPI TAMBOO MICHAŁ DULIAN  
ul. Maślicka 6D/2

54-107 Wrocław

The statement may be submitted on the form being an Attachment to these Regulations and the Privacy Policy.

Along with the statement of withdrawal, the Consumer is also asked to send the invoice and the information about the current account number to which the refund should be made.

In the event of withdrawal from the Contract, the Contract is considered null and void.

The Consumer is obliged to return the product or products immediately, no later than within 14 calendar days from the day on which he received the shipment. Overdue returns will be sent back without prior notice.

The Consumer returns the subject or objects of the Contract from which the Consumer has withdrawn at his own risk and expense.

The Consumer has the right to return the product only if it shows no signs of use.

The Consumer is responsible for reducing the value of the product or products that are the subject of the Contract, following the use of the product or products in a way that goes beyond the standard use of the product or products.

The Seller shall immediately return to the Consumer all payments made by him not later than within 14 (fourteen) calendar days from the date of receiving the statement on withdrawal from the Contract by the Consumer, in which case:

- *a) the Seller reimburses the payment using the same method of payment as used by the Consumer, unless the Consumer has expressly agreed to a different reimbursement method which does not incur any costs for him;*
- *b) if the Consumer chooses a method of product delivery other than the cheapest regular delivery method offered by the Seller, the Seller is not obliged to refund the additional costs incurred by the Consumer;*
- *c) the Consumer is responsible for a decrease in the value of the product as a result of using it in a way that goes beyond what is necessary to establish its nature, characteristics and functionality, as referred to in the paragraph above.*

The Seller may withhold the reimbursement of the payment received from the Consumer until he receives the item back or until the Consumer provides proof of sending it back, depending on which event occurs first.

The Consumer, in accordance with art. 38 of the Act on consumer rights, has no right to withdraw from the Contract in the following cases:

- *a) when the Seller has fully performed the individual service, with the express consent of the Consumer, who was informed before the start of the service that after the performance of the service by the Seller, he will lose the right to withdraw from the Contract;*
- *b) when the price depends on fluctuations in the financial market over which the Seller has no control, and which may occur before the deadline to withdraw from the Contract;*
- *c) when the subject of the service is a non-prefabricated item, manufactured according to the consumer's specifications and this is a special order;*
- *d) when the subject of the service is an item subject to rapid deterioration or having a short shelf life;*
- *e) when the subject of the service is an item delivered in a sealed package, which after opening the package cannot be returned due to health protection or hygiene reasons, if the packaging was opened after delivery;*
- *f) when the subject of the service are things that after delivery, due to their nature, are inseparably connected with other things;*
- *g) when the subject of the service are alcoholic beverages, the price of which was agreed upon at the conclusion of the sales contract, and whose delivery can take place only after 30 days, and whose value depends on fluctuations on the market, over which the entrepreneur has no control;*
- *h) when the consumer explicitly demanded that the entrepreneur should come to him for urgent repair or maintenance; if the entrepreneur provides additional services other than those requested by the Consumer, or provides items other than spare parts necessary to perform the repair or maintenance, the Consumer has the right to withdraw from the Contract in respect to the additional services or items;*
- *i) when the subject of the service are sound or visual recordings or computer software delivered in a sealed package, if the package was opened after delivery;*
- *j) for delivery of newspapers, periodicals or magazines, with the exception of subscription contracts;*
- *k) concluded through a public auction;*
- *l) for the provision of accommodation services other than for residential purposes, transport of goods, car rental, gastronomy, leisure services, entertainment, sports or cultural events, if the Contract specifies the day or period of service provision;*



- *m) for the supply of digital content that is not saved on a tangible medium if the performance has begun with the Consumer's express consent before the deadline to withdraw from the Contract and after being notified by the entrepreneur about the loss of the right to withdraw from the Contract;*

## X SERVICES PROVIDED BY ELECTRONIC MEANS

The Service Provider provides the following Electronic Services via the Online Store:

- *a) opening and maintaining an Account in the Online Store;*
- *b) enabling the order to be placed via the appropriate Form.*

Provision of Electronic Services by the Service Provider is free.

The Contract for the provision of Electronic Services consisting in maintaining an Account in the Online Store is concluded for an indefinite period.

The contract for the provision of electronic services consisting in enabling the submission of orders via the appropriate Form is concluded for a definite period of time and terminates when the order is placed or the Customer ceases to place the order.

Recommended technical requirements for cooperation with the ICT system: computer with Internet access, access to e-mail, web browser: Internet Explorer version 7.0 or later with JavaScript and cookies enabled, Mozilla Firefox version 4.0 or later with JavaScript and cookies enabled or Google Chrome version 8 or later. Recommended screen resolution 1024 × 768 pixels.

The Service Recipient is obliged to use the Online Store in a manner consistent with the law and decency while respecting personal rights and intellectual property rights of third parties. The Service Recipient is forbidden to provide illegal content. It is forbidden to use Electronic Services in a manner that unlawfully interferes with the functioning of the Online Store by using specific software or devices and by sending or placing unsolicited commercial information in the Online Store.

The Service Recipient may file complaints related to the provision of electronic services via the Online Store by sending an e-mail to the following e-mail address: [shop@tamboo.eu](mailto:shop@tamboo.eu) or by phone +48 668 470 729. The Service Provider shall consider the complaint immediately, not later than within 14 (fourteen) calendar days, calculated from the day of submitting the complaint.

The Service Recipient may terminate with immediate effect the provision of continuous electronic services at any time and without indicating reasons therefor by sending an appropriate statement via e-mail to the following address: [shop@tamboo.eu](mailto:shop@tamboo.eu) or by phone +48 668 470 729.

The Service Provider may terminate a perpetual contract for the provision of Electronic Services in the event that the Customer objectively or persistently violates the Regulations and the Privacy Policy, and in particular when the Customer provides unlawful content, after an ineffective, single call to stop, with an appropriate deadline. In this case, the contract expires after 7 days of submitting the declaration of the intent to terminate.

By agreement of the parties, the Service Provider and the Service Recipient may terminate the Contract for the provision of electronic services at any time.

Termination of the Agreement for the provision of electronic services concluded for an indefinite period by the Service Provider or the Service Recipient does not affect the rights or benefits acquired by the Parties during the term of the Contract.

The Service Provider shall respond to the Complaint to the email address provided by the Customer or in another way agreed upon by the Parties.

## XI PROCESSING AND PROTECTION OF PERSONAL DATA

Michał Dulian operating within the company TIPI TAMBOO MICHAŁ DULIAN is the administrator of personal data within the meaning of the provision of art. 4 paragraph 7 GDPR made available by the User under the Account. All personal data obtained by the Administrator are protected. Each time, using the Service, the User agrees that their personal data be processed. The User may also consent to the processing of their personal data for marketing purposes.

The Users' personal data are processed in accordance with the law, including in accordance with the GDPR and the Act of 18 July 2002 on the provision of electronic services. Providing personal data by the User for the purpose of registering an account or placing an order is a contractual obligation (art.6 par.1 letter b RODO). Failure to provide User's personal data required as part of account registration or order placement will constitute an obstacle in the performance of the Service. In other areas, providing User's personal data is voluntary.

Users' personal data are processed by the Administrator for the purposes and on the basis of specific Regulations and Privacy Policy, including:

- *1) pursuant to art. 6 clause 1 lit. a) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and the repeal of Directive 95/46 / EC (General Data Protection Regulation) ; further: GDPR), i.e. based on a separate consent for the purpose of direct marketing of the Administrator's products or services;  
The direct marketing referred to above can be implemented by means of electronic communication (e.g. SMS, MMS, e-mail), telecommunications terminal equipment (e.g. telephone, tablet) or mail. Consent statements can be withdrawn at any time, and objection to the processing of such data for direct marketing purposes by sending an email to [shop@tamboo.eu](mailto:shop@tamboo.eu) can be raised at any time.*
- *2) pursuant to art. 6 clause 1 letter b) and letter c) GDPR, i.e. to take action before the conclusion of the contract at the request of the person whose data are processed or performance of the contract in which the person whose data are processed is one of the parties; fulfilment of the legal obligation incumbent on the Administrator;*
- *3) pursuant to art. 6 clause 1 letter f) GDPR, i.e. for purposes resulting from a legitimate interest pursued by the Administrator, i.e. pursuing or securing claims; archiving documents, including files related to business contacts, including offers, orders, inquiries; marketing of the Administrator's products and services.*

The administrator provides Users with the implementation of the rights arising from the GDPR, in particular the right to access, rectify and delete data, limit data processing, transfer data, raise objections and the right to not being subject to automated decisions. The User may exercise their rights by submitting a request to the Service Provider to the address: [shop@tamboo.eu](mailto:shop@tamboo.eu)

Personal data processed in order to conclude or perform the contract and fulfil the Service Provider's legal obligation shall be stored for the period necessary to perform the Service, and after its expiry for the period necessary to:

- *1) perform after-sales service;*

- *2) secure or pursue any claims due to the Administrator and in relation to him;*
- *3) fulfil the Administrator's legal obligation (e.g. resulting from tax or accounting regulations).*

Personal data processed on the basis of a separate consent will be stored until its revocation.

Personal data processed for purposes arising from legitimate interests pursued by the Administrator shall be processed until objection to such processing is raised, unless the Administrator demonstrates the existence of legally justified grounds for processing, superior to the interests, rights and freedoms of the data subject, or grounds for establishing, pursuing or defending claims. If objection to the processing of personal data for direct marketing purposes is raised, personal data of such a person, to the extent that the processing is related to direct marketing, will no longer be processed for direct marketing purposes.

Any person whose personal data are processed has the right to:

- *1) access to the content of their personal data, i.e. the right to obtain confirmation whether the Administrator processes the data as well as access to information regarding such processing;*
- *2) rectify the data if the data processed by the Administrator are incorrect or incomplete;*
- *3) demand of the Administrator to delete the data;*
- *4) demand of the Administrator to limit the data processing;*
- *5) transfer data, i.e. the right to receive personal data provided to the Administrator and to send them to another administrator if the processing is based on consent or a contract, and is carried out in an automated manner;*
- *6) raise objection to the processing of personal data for purposes arising from the legitimate interest of the Administrator or to processing based on consent;*
- *7) submit a complaint to the Polish supervisory body (President of the Office for Personal Data Protection) or the supervisory body of another Member State of the European Union;*
- *8) withdraw the consent given for the processing of personal data at any time (without affecting the lawfulness of the processing that was carried out on the basis of consent before its withdrawal).*

The above-mentioned rights (apart from the right to lodge a complaint to the supervisory body) can be exercised, among others by contacting the Administrator at their address or to the following email address: [shop@tamboo.eu](mailto:shop@tamboo.eu)

The recipients of the Customer's personal data are: the Administrator's employees and associates, entities related to the Administrator, their employees and associates, debt collection companies, banks, postal operators, carriers, companies dealing with customer opinion surveys, technical service partners, hosting service providers, Administrator's subcontractors, other entities providing services to the Administrator and employees or associates of such entities. Users' personal data may be transferred to entities authorized to receive such data under applicable law, including relevant judicial authorities. Users' personal data may also be transferred, to the extent and for the time necessary to provide or perform services provided by the Administrator, to third parties performing, on behalf of the Administrator, activities related to the provision of services by the Administrator within the Store.

The Administrator protects Users' personal data against disclosure to unauthorized persons, as well as other cases of their disclosure or loss, and against destruction or unauthorized modification of the

indicated data, as well as implements appropriate technical and organizational measures ensuring protection of Users' processed data, including technical and programming safeguards , in particular data encryption systems.

Personal data shall not sent to a third country or an international organization.

Personal data shall not processed in an automated manner or in the form of profiling.

## XII PRIVACY POLICY AND COOKIES POLICY

By using the Store, the User agrees to the collection and processing by the Service Provider of the following technical and technological data: IP address, called Internet address (URL), Internet address used by the User and other information transmitted via the http protocol.

Cookies are small text files, saved to maintain the session (after logging in), thanks to which Users do not have to enter their registration data on each page (e.g. login and password). They are used to create viewership statistics, to present online advertisements with content closest to the interests of Users, and to create online surveys and safeguards against multiple voting by the same people. These files do not collect Users' personal data, do not change the configuration of the computer, are not used to install or uninstall any computer programs, viruses or Trojans, do not interfere with the integrity of the system or Users' data, are not processed by other websites and may be deleted at any time by the User. Deleting cookies as well as changing the settings related to them is possible by modifying the appropriate settings in the web browser used by the User.

The following types of cookies are used:

- *1) cookies enabling the use of services available on the website, e.g. authentication cookies used for services that require authentication on the Portal;*
- *2) cookies enabling the collection of information on how to use the Portal's websites;*
- *3) cookies enabling remembering the settings selected by the User and personalizing the User's interface, e.g. in the scope of the selected language or region of the User, font size, layout of the website, etc.;*
- *4) cookies enabling delivery to the User of advertising content more tailored to their interests.*

By accepting the Regulations and the Privacy Policy, the User agrees to store cookies on his computer.

The Service Provider undertakes to maintain on the Store's website a message informing the User directly, in a clear, easy and understandable way, about the use of cookies by the Store and containing a hyperlink (link) to the content of the Regulations and the Privacy Policy. At the same time, the message referred to in the previous sentence, on the same terms as set out in the previous sentence, informs the User of the consent indicated above.

## XIII INTELLECTUAL PROPERTY PROTECTION

Copyrights to all products offered for sale in the Store are vested only in the Service Provider. The User is obliged to comply with the law in this regard.

It is forbidden to copy, duplicate or use even partly the content of the Store, including in particular tepee tent designs.

## XIV RESPONSIBILITY

The Service Provider undertakes to ensure the highest possible quality of Services provided.

The Service Provider reserves the right to temporarily disable the operation of the Store at any time for the purposes of maintaining, updating and technical improvement of the equipment or for expanding the content of the Store, which will be preceded (if possible) by placing relevant information on the Store's website.

The Service Provider reserves the right to transfer all rights to the Store, to its total liquidation or to cease providing Services partially or in full, which will be preceded by posting relevant information on the Store's website.

The Service Provider is not responsible for the course and effectiveness of transactions carried out through the electronic payment service.

#### IX SPECIAL HAZARDS RELATING TO THE USE OF THE SERVICE

The User acknowledges that due to the provision of electronic services and the public nature of the Internet, there is a danger of unauthorized persons obtaining and modifying the User's data.

The Service Provider undertakes to exercise due diligence by using technical measures to prevent the User's data being obtained and modified by unauthorized persons, in particular by using access to the ICT system with the use of access data provided only to the User (the User's unique login and password).

The User undertakes to use the access data to his Account (login and password) with due diligence, and in particular undertakes not to disclose this data to unauthorized persons.

It is presumed that making any actual or legal action using the User's individual access data (login and password) shall be treated as performing the activity by the User personally or by persons authorized to perform this activity on behalf of and for the benefit of the User.

#### XVI TRANSACTION SAFETY

The security of credit card payments is ensured by tPay -- the largest company on the Polish market that supports electronic payments in online stores. The authorization system for payment cards and bank transfers at tPay guarantees the highest level of security to online store customers.

The security of card transactions is ensured by the use of effective transaction security -- the encrypted connection confirmed by the PCC Certum System certificate ensures high security also thanks to the solution in which payment card numbers never go to the online store and, very importantly, they are not stored anywhere.

The TAMBOO online shop customer can be certain that his card number is known only to him and his bank. The security of transactions made via bank transfers is ensured by using SSL as well as by customer identification procedures in the bank (login, password, one-time password). When making a transfer, the Customer logs in securely directly on his bank website.

Employees of the Service Provider at no stage of the order completion have access to information related to credit card numbers and data related to them.

#### XVII FINAL PROVISIONS

The Regulations and the Privacy Policy apply from the moment they are published on the website [www.tamboo.eu](http://www.tamboo.eu). The Service Provider reserves the right to make changes to these Regulations and the Privacy Policy.

The Service Provider, after making changes to the Regulations and the Privacy Policy, shall inform Users about it by placing relevant information on the website.

Orders placed while the previous version of the Regulations and the Privacy Policy were binding will be processed in accordance with the provisions of the previous version. If the User does not agree to make changes to the Regulations and the Privacy Policy, he may delete his Account.

Any disputes arising between the Seller and the Customer who is a Consumer within the meaning of Article 22 [1] of the Civil Code shall be settled by a common court having jurisdiction in accordance with the provisions of the Code of Civil Procedure.

Any disputes arising between the Seller and the Customer who is not a consumer within the meaning of Article 22 [1] of the Civil Code, will be settled by a common court competent for the seat of the Store, and the provisions of Polish laws will apply.

Users can contact the Service Provider in the following ways:

- *a) telephone: +48 668 470 729*
- *b) e-mail: [shop@tamboo.eu](mailto:shop@tamboo.eu)*
- *c) in writing to the following address: TIPI TAMBOO MICHAŁ DULIAN, ul. Maślicka 6D/2, 54-107 Wrocław*

Customers can access these Regulations and the Privacy Policy at any time via the link provided on the main page of the Online Store.

The Regulations and the Privacy Policy may be recorded, acquired and reproduced by printing it or saving it on a suitable data carrier.

The name of the Online Store, address at which it is available: [www.tamboo.eu](http://www.tamboo.eu) and all materials contained in it, including photographs of products, are subject to copyright and are protected by law. Using and distributing them without the consent of the Store owner is prohibited.

The Regulations and the Privacy Policy are fully downloadable -- [download](#)

The withdrawal form is available for download -- [download](#)

The form for exchanging products purchased in the online store is available for download -- [download](#)

The complaint form is available for download -- [download](#)

These Regulations and the Privacy Policy apply from July 15, 2019.