

## TERMS AND CONDITIONS OF THE BIMAGO.COM ONLINE STORE

The owner of the website is Artgeist Sp. z o.o., headquartered in Wrocław at ul. Gen. Władysława Sikorskiego 26, 53-659 Wrocław, registered in the National Court Register by the District Court for Wrocław – Fabryczna, VI Commercial Division of the National Court Register under number KRS 0000350602, VAT ID: 7262622485, REGON: 100848543, with a fully paid-up share capital of 6,120,000.00 PLN.

Below you will find the terms and conditions, which include information about, among others, how to place an order leading to the conclusion of a contract, details about the execution of the concluded contract, available delivery and payment methods on the website, the procedure for withdrawal from the contract, and the complaint process.

If you have any comments, questions, or concerns, we are at your disposal via email at [info@bimago.com](mailto:info@bimago.com) or by phone at +44 208 089 0560.

We inform you that we have designated a contact point that can be used for direct communication with the authorities of the member states, the Commission, the Digital Services Board, and with Buyers using the website. The contact point is available at the email address [info@bimago.com](mailto:info@bimago.com). Communication may be conducted in English.

### § 1. Definitions

For the purposes of these Terms and Conditions, the following terms shall have the following meanings:

1. **Price** – the value expressed in monetary units that the Buyer is obliged to pay the Seller for the Goods;
2. **Regular Price** – the price offered to the Buyer for the purchase of the Goods outside of any promotional periods or price reductions;
3. **Discount Code** – a sequence of characters that can be used by the Buyer to reduce the Price, pay the Price or part of the Price;
4. **Consumer** – a natural person entering into a Contract with the Seller not directly related to their business or professional activity;
5. **Buyer** – a natural person, legal entity, or organizational unit with legal capacity, in particular a Consumer or "Consumer-like Entrepreneur" (PNPK);
6. **Newsletter** – emails containing information about news, promotions, or Goods related to the Website;
7. **Consumer-like Entrepreneur (PNPK)** – a natural person entering into a Contract with the Seller related to their business activity where the nature of the Contract indicates it is not of a professional character, based on the scope of the business made available by the Central Register and Information on Economic Activity;
8. **Terms and Conditions** – these Terms and Conditions of the website [www.bimago.com](http://www.bimago.com), available at <https://www.bimago.com/sales-terms/user-agreement>;
9. **Website** – the website operating at [www.bimago.com](http://www.bimago.com) and its extensions;
10. **Seller** – Artgeist Sp. z o.o., headquartered in Wrocław at ul. Gen. Władysława Sikorskiego 26, 53-659 Wrocław, registered in the National Court Register by the District Court for Wrocław – Fabryczna, VI Commercial Division of the National Court

Register under number KRS 0000350602, VAT ID: 7262622485, REGON: 100848543, with a fully paid-up share capital of 6,120,000.00 PLN;

11. **Goods** – tangible items offered by the Seller via the Website;
12. **User Content** – any information provided by the Buyer for storage upon the Buyer's request in the IT system of the Website, or for publication on the Website, e.g., additional optional information, comments, or reviews of the Goods;
13. **Contract** – a contract concluded between the Seller and the Buyer concerning the sale of Goods;
14. **Electronic Services** – any electronic services provided by the Seller to the Buyer via the Website;
15. **Order** – the Buyer's declaration of intent directly aiming at concluding a sales Contract specifying, in particular, the type and quantity of the Goods.

## **§ 2. Preliminary Provisions**

1. The Seller, via the Website, sells Goods and provides Electronic Services to the Buyer. The Buyer may purchase Goods indicated on the Website pages.
2. The Website is not intended for concluding Contracts between Buyers.
3. These Terms and Conditions set forth the rules and conditions for using the Website, as well as the rights and obligations of the Seller and Buyers.

## **§ 3. Electronic Services Related to the Website**

1. The Seller provides the following Electronic Services to the Buyer related to the use of the Website:
  - 1) browsing publicly available content on the Website;
  - 2) placing an order and concluding a Contract;
  - 3) subscribing to the Newsletter;
  - 4) submitting User Content.
2. The Electronic Services are provided to the Buyer free of charge.
3. To use the Electronic Services, the Buyer's computer or software does not need to meet any special technical requirements. The following are sufficient:
  - 1) internet access,
  - 2) a standard, up-to-date operating system,
  - 3) a standard, up-to-date web browser with cookies enabled,
  - 4) an active email address.
4. To ensure the Buyer's security and the secure transmission of data related to the use of the Website, the Seller applies technical and organizational measures appropriate to the level of risk to security, in particular measures to prevent unauthorized access to or modification of personal data.
5. Since the Website constitutes an IT system managed by the Seller, the Seller may carry out technical and IT work aimed at developing the Website to the highest possible level.

## **§ 4. Website Content**

1. The publicly available content of the Website includes materials such as texts, photos, and graphics.

2. Browsing the publicly available content of the Website is possible anonymously, i.e., without providing personal data.
3. The content of the Website is protected by copyright law.
4. Details regarding intellectual property are described in § 21 of the Terms and Conditions.

### **§ 5. Placing an Order and Concluding a Contract**

1. The Buyer places an order without the need to register as a user of the Website.
2. Any descriptions of Goods available on the Website do not constitute an offer within the meaning of the applicable civil law provisions but rather an invitation to conclude a Contract.
3. An order is placed by adding the Goods of interest to the cart and then completing the order form. The form must include the data necessary to process the order. At the ordering stage, the Buyer chooses the payment method for the order. A condition for placing the order is the acceptance of the Terms and Conditions, which the Buyer should read in advance. In case of any doubts regarding the Terms and Conditions, the Buyer may contact the Seller.
4. The Buyer must provide true personal data in the order form. The Buyer is responsible for providing false personal data. The Seller reserves the right to suspend the execution of the order if the Buyer has provided false data or if the data raises justified doubts about its accuracy. In such a case, the Buyer will be informed by phone or email about the Seller's concerns. The Buyer has the right to explain all circumstances related to the verification of the accuracy of the provided data. If there are no contact details allowing the Seller to reach the Buyer, the Seller will provide all explanations once the Buyer contacts the Seller.
5. The Buyer declares that all data provided by them in the order form is true, while the Seller is not obliged to verify its accuracy, although the Seller has the right to do so according to § 5.6.
6. The order placement process ends with clicking the button finalizing the order. Clicking the button finalizing the order constitutes the Buyer's offer to purchase the selected Goods from the Seller under the conditions specified in the order form.

### **§ 6. Price and Payments**

1. The currently available payment methods (including card payment systems) for the order are described on the Website and presented to the Buyer at the ordering stage.
2. Payment for the order should be made within 30 days from the date the order is placed. After this period, the Seller may assume that the Buyer has withdrawn from purchasing the Goods and cancel the order.
3. If the Buyer requests an invoice, it will be delivered electronically to the email address provided in the order form.
4. All prices displayed on the Website are gross prices (inclusive of VAT).

### **§ 7. Promotional Campaigns**

1. The Seller is entitled to grant Buyers discounts, reductions, or other preferences related to the Price at its discretion, particularly as part of an organized promotional campaign.

2. The Buyer is not entitled to demand discounts, reductions, or other preferences that do not result from a promotional campaign.
3. A promotion in which the Buyer receives a “free” item involves reducing the total value of the Goods in the cart by the value of the free item.
4. In the case of a percentage discount on the next (e.g., second or third) item in the cart, the condition for receiving the discount is the addition of the minimum required number of items to the cart. If a multiple of the minimum required number of items is added to the cart, the discount will be applied to the number of items that equals the multiple of the minimum required number of items.
5. In any discount promotion involving more than one item, the discount is calculated based on the price of the cheapest item.
6. The discount is applied after the discount code is entered and confirmed in the cart.
7. The discount does not apply to accessories sold on the Website as add-ons to the Goods.
8. The discount promotion is combined with other promotions involving a reduction in the Price of Goods or a specific group of Goods on the Website.
9. The discount promotion cannot be combined with other discount codes.
10. The promotion is valid for the period indicated on [www.bimago.com](http://www.bimago.com) or until stocks are exhausted.
11. If, due to withdrawal from a Contract involving Goods subject to promotion, the Buyer no longer meets the conditions to benefit from the promotion, the Seller has the right to receive the regular Price of the Goods retained by the Buyer, as it was at the time of placing the order. The Seller's claim for payment of the regular Price of the retained Goods becomes due 14 days after receiving the Buyer's statement of withdrawal from the sale Contract. In such a case, the Seller will refund the Buyer the amount for the returned Goods minus the difference between the regular Price of the retained Goods at the time of placing the order and the discounted price paid by the Buyer. The Buyer may also withdraw from the contract concerning the entire order.
12. Whenever informing about a reduction in the Price of Goods, the Seller will also display the lowest Price of the Goods that was in effect during the 30 days before the reduction was applied. If a given Good has been offered for sale for less than 30 days, the Seller will also display the lowest Price that was in effect from the day the Good was first offered for sale until the day the reduction was applied.

## **§ 8. Discount Codes**

1. A discount code can be in printed or digital form.
2. The Seller does not issue duplicates for damaged or lost Discount Codes provided to the Buyer in printed form.
3. The discount code has a specific gross nominal or percentage value indicated in the description of the Discount Code on the Website.
4. The discount code cannot be exchanged for cash or other equivalents.
5. The discount code may be used as a form of payment for an order placed by the Buyer by entering the code in the designated field, following the instructions available on the order form page, but it cannot be exchanged for money, either in whole or in part.
6. If the amount due for the order is lower than the value of the Discount Code, the Seller will not refund the difference to the Buyer. If the amount due for the order exceeds the value of the Discount Code, the Buyer must pay the difference.

7. The use of a Discount Code may be restricted to certain Goods or groups of Goods. Restrictions associated with the Discount Code are always specified in the Discount Code description on the Website.
8. A Discount Code can only be used once.
9. A Discount Code may have an expiration date, after which it can no longer be used.

### **§ 9. Fulfillment of Goods Orders**

1. Fulfillment of the order involves initiating production, assembling the ordered Goods, packaging them for delivery to the Buyer, and dispatching the shipment to the Buyer according to the delivery method chosen by the Buyer.
2. The Buyer bears the cost of delivery, unless otherwise specified in the information presented to the Buyer on the Website.
3. In the case of delivery to a destination outside the Member States of the European Union, the purchase price of the goods will be increased accordingly by the amount of applicable customs duties, taxes, and other fees that may be incurred for shipments outside the European Union.
4. An order is considered fulfilled once the shipment is dispatched to the Buyer (handed over to the carrier responsible for delivery). In the case of delivery by a carrier, the Seller will inform the Buyer that the Goods have been prepared for shipment and have been handed over to the carrier. The exact delivery time of the Goods is determined by the carrier unless the carrier allows the Buyer to specify the date and time of delivery. If the carrier provides such functionality, the Seller will provide the Buyer with the necessary details for tracking the shipment, including a link to the carrier's website or application.
5. The Buyer is required to inspect the shipment promptly and in a manner appropriate for shipments of this type. If the Buyer finds that any Goods were lost or damaged during transport, the Buyer must take all necessary steps to establish the carrier's liability, such as drafting a damage report (Article 545 § 2 of the Civil Code).
6. The delivery time for the order is indicated with each product. The ordered Goods should be delivered to the Consumer or PNPk within 30 days, unless a longer period is expressly indicated by the Seller in the product description. In such cases, by placing an order, the Buyer consents to the longer delivery period resulting from the product description.
7. If the Buyer orders Goods with different delivery times, the Seller is bound by the longest delivery time among all the Goods included in the order. However, the Seller may offer to split the order into several independent shipments to expedite the delivery of part of the Goods.

### **§ 10. Withdrawal from the Contract by the Consumer or PNPk Without Giving a Reason**

1. The Consumer or PNPk has the right to withdraw from the Contract concluded via the Website without giving any reason within:
  - 1) 14 days from the day the Consumer or PNPk, or a third party indicated by the Consumer or PNPk, other than the carrier, takes possession of the Goods. If the Contract includes multiple Goods delivered separately, in batches, or in parts, the withdrawal period runs from the possession of the last Good, batch, or part;

- 2) 14 days from the conclusion of the Contract — in the case of Contracts other than sales contracts for Goods.
2. The right of withdrawal does not apply to Contracts where the object of performance is:
  - 1) Goods that, after delivery, are inseparably mixed with other items due to their nature;
  - 2) Goods tailored to the specific needs of the Consumer or PNPk.
3. To withdraw from the Contract, the Consumer or PNPk must inform the Seller of their decision to withdraw from the Contract by making an unequivocal statement — for example, by letter sent by post or by email.
4. The Consumer or PNPk may use the model withdrawal form available at [www.bimago.com/sales-terms/return-policy](http://www.bimago.com/sales-terms/return-policy), but it is not obligatory.
5. To meet the withdrawal deadline, it is sufficient for the Consumer or PNPk to send the information regarding the exercise of the right of withdrawal before the withdrawal period expires.
6. The Consumer or PNPk must return the Goods to the Seller or hand them over to a person authorized by the Seller to collect them promptly, but no later than 14 days from the day they withdrew from the Contract. The deadline is met if the Goods are sent before the 14-day period expires.
7. The Consumer or PNPk bears the direct costs of returning the Goods.
8. In the event of withdrawal from the Contract, the Seller refunds to the Consumer or PNPk all payments received from the Consumer or PNPk, including the cost of delivery of the Goods (except for any additional costs resulting from the Consumer's or PNPk's choice of a delivery method other than the least expensive standard delivery method offered at the time of ordering), promptly, and in any case no later than 14 days from the day the Seller is informed of the Consumer's or PNPk's decision to exercise the right of withdrawal.
9. Refunds are made using the same payment methods as those used by the Consumer or PNPk in the original transaction, unless the Consumer or PNPk has expressly agreed otherwise. In any case, the Consumer or PNPk will not incur any fees in connection with the refund.
10. The Seller may withhold the refund until the Seller has received the Goods back or the Consumer or PNPk has supplied evidence of having sent the Goods back, whichever occurs first.
11. The Consumer or PNPk is liable for any diminished value of the Goods resulting from the handling of the Goods beyond what is necessary to establish their nature, characteristics, and functioning. The Seller is entitled to set off their claim against the Buyer for this under Article 498 of the Civil Code and subsequent articles.

## **§ 11. Warranty for Defects and Liability for Goods Conformity with the Contract**

1. The statutory warranty for defects of goods, as provided in the Civil Code, is excluded for sales contracts concluded by buyers other than Consumers or PNPk.
2. For sales contracts concluded by Consumers or PNPk, the provisions on liability for conformity of goods with the contract, as included in the Consumer Rights Act, apply, taking into account the provisions of these Terms and Conditions.
3. The Seller is responsible to Consumers and PNPk for the conformity of goods with the contract. The conformity of goods with the contract is assessed in accordance with the provisions of the Consumer Rights Act.

## **§ 12. Exchange or Repair of Goods Not Conforming to the Contract**

1. If the goods are not in conformity with the contract, the Consumer or PNPk may request the repair or replacement of the goods.
2. The Seller may:
  - 1) replace the goods when the Consumer or PNPk requests repair, or
  - 2) repair the goods when the Consumer or PNPk requests replacement, if bringing the goods into conformity with the contract in the manner chosen by the Consumer or PNPk is impossible or would entail disproportionate costs for the Seller.
3. If repair and replacement are impossible or would entail disproportionate costs for the Seller, they may refuse to repair or replace the goods to bring them into conformity with the contract.
4. The Consumer or PNPk makes the goods available to the Seller for repair or replacement, and the Seller collects them at their own expense. The costs of repair or replacement, including postal charges, transport, labor, and materials, are borne by the Seller.
5. The Seller carries out the repair or replacement within a reasonable time, no longer than 21 days from the moment the Seller was informed by the Consumer or PNPk about the lack of conformity of the goods with the contract, and without significant inconvenience to the Consumer or PNPk, taking into account the nature of the goods and the purpose for which the Consumer or PNPk purchased them.

## **§ 13. Price Reduction or Withdrawal from the Contract in Case of Non-Conforming Goods**

1. If the goods are not in conformity with the contract, the Consumer or PNPk may submit a declaration to reduce the price or withdraw from the contract when:
  - 1) the Seller has refused to repair or replace the goods as provided in § 12(3);
  - 2) the Seller has not brought the goods into conformity with the contract;
  - 3) the lack of conformity with the contract persists despite the Seller's attempt to bring the goods into conformity;
  - 4) the lack of conformity with the contract is so significant that it justifies a price reduction or withdrawal from the contract without first resorting to the remedies referred to in § 12(1);
  - 5) it is clear from the Seller's declaration or the circumstances that the Seller will not bring the goods into conformity within a reasonable time or without significant inconvenience to the Consumer or PNPk.
2. The reduced price must be proportional to the contract price in relation to the value of the goods not conforming to the contract compared to the value of goods that are conforming.
3. The Seller refunds the amounts due to the Consumer or PNPk as a result of the price reduction immediately, no later than within 14 days from the date of receiving the Consumer or PNPk's declaration of a price reduction.
4. The Consumer or PNPk may not withdraw from the contract if the lack of conformity with the contract is insignificant. It is presumed that the lack of conformity with the contract is significant.
5. If the lack of conformity concerns only some of the goods delivered under the contract, the Consumer or PNPk may withdraw from the contract only with respect to

those goods and any other goods purchased along with the non-conforming goods, if it would be unreasonable to expect the Consumer or PNPk to keep only the goods that conform to the contract.

6. In the event of withdrawal from the contract, the Consumer or PNPk promptly returns the goods to the Seller at the Seller's expense. The Seller refunds the price to the Consumer or PNPk immediately, no later than within 14 days from the date of receiving the goods or proof of their return.
7. The Seller refunds the price using the same method of payment used by the Consumer or PNPk, unless the Consumer or PNPk expressly agrees to another method of refund that does not incur any costs for them.

#### **§ 14. Submission of Consumer Content**

1. Through the Service, the Buyer may submit Consumer Content for storage at the request of the Buyer in the Service's IT system or for publication in the Service.
2. It is prohibited to submit Consumer Content that:
  - 1) constitutes illegal content within the meaning of the Digital Services Act (DSA),  
or
  - 2) is inconsistent with the Terms and Conditions.
3. Consumer Content inconsistent with the Terms and Conditions is understood to mean Consumer Content that:
  - 1) violates the rules for publishing reviews set out in § 23 of the Terms and Conditions;
  - 2) is irrelevant to the topics of the content available on the Service;
  - 3) duplicates content previously published on the Service;
  - 4) contains links or other spam-like content;
  - 5) is intended to conduct activities competing with the Seller, such as promoting competing websites;
  - 6) is used to conduct prohibited advertising, promotional, or marketing activities, particularly by placing advertisements, selling, or promoting products, services, projects, or fundraising;
  - 7) is used for illegal activities, such as fraud or soliciting money from other Buyers;
  - 8) defames or insults any third party;
  - 9) violates the personal rights of any third party;
  - 10) infringes on the copyrights of any third party;
  - 11) contains vulgarities or other offensive content;
  - 12) otherwise violates the applicable law or good practices as set out in points 1-12.
4. If the Seller becomes aware of any suspicion of a crime or offense committed by the Buyer in connection with submitted Consumer Content, the Seller is authorized and obligated to notify the relevant authorities or public bodies and provide them with the Buyer's data. The same applies when authorities or public bodies request the Seller to provide Buyer data, particularly for the purposes of ongoing civil or criminal proceedings.



## **§ 15. Moderation of Consumer Content**

1. The Seller may verify Consumer Content at any time. The Seller performs the verification in a non-arbitrary, objective manner with due diligence. The Seller does not have an obligation to pre-screen Consumer Content, particularly through preventive control (e.g., prior approval of Consumer Content) or any other form of verification of Consumer Content.
2. In case of a violation of the Terms and Conditions, the Consumer Content may be blocked and become invisible to other Buyers or removed from the Service.
3. In the event of blocking or removing Consumer Content, the Seller promptly notifies the Buyer who submitted the blocked or removed content, providing justification for the decision.
4. In the case of blocking or removing Consumer Content as non-compliant with the Terms and Conditions, the Buyer who submitted the content may appeal the decision following the rules described in § 18 of the Terms and Conditions.
5. The Seller ensures that appeals regarding Consumer Content will not be handled automatically — Seller staff will review the validity of blocking or removing Consumer Content.

## **§ 16. Reporting Consumer Content**

1. Any person or entity may report the presence of Consumer Content that they consider to be illegal within the meaning of the Digital Services Act (DSA) to the Seller.
2. The report may be sent via email to: [info@bimago.com](mailto:info@bimago.com).
3. The report must include all elements required by the DSA, such as:
  - 1) a sufficiently reasoned explanation for why the person or entity claims the Consumer Content is non-compliant with the Terms and Conditions;
  - 2) a clear indication of the exact electronic location of the information, such as an exact URL, and, where appropriate, additional information allowing identification of the Consumer Content;
  - 3) the name and email address of the person or entity making the report, unless the report concerns content related to an offense referred to in Articles 3-7 of Directive 2011/93/EU;
  - 4) a declaration that the person or entity making the report believes, in good faith, that the information and allegations contained therein are accurate and complete.
4. Buyers may use the report form available at <https://www.bimago.com/about-us/customer-service> by selecting the topic "Reporting Consumer Content."
5. After receiving the report, the Seller promptly acknowledges receipt to the reporting person — by email to the provided address. If the report is incomplete or contains errors, the Seller may ask the reporting person to complete or correct it. If the reporting person does not complete or correct the report within 14 days, the report will not be processed.
6. The Seller will verify the Consumer Content no later than 14 days after receiving a complete and correct report. The Seller will carry out the verification objectively and with due diligence. The Seller may request additional information or documents, such as evidence confirming ownership of rights that the Consumer Content might potentially infringe, from the reporting person.

7. While verifying Consumer Content, the Seller may block it, rendering it invisible to other Buyers.
8. After verification, the Seller may permanently block or remove Consumer Content deemed to violate the Terms and Conditions or determine that the content does not violate the Terms and Conditions. If previously blocked Consumer Content is found to comply with the Terms and Conditions, the Seller will promptly restore it and notify the reporting person, providing justification for the decision.
9. In the event of blocking or removing Consumer Content, the Seller promptly notifies both the reporting person and the Buyer who posted the blocked or removed content, providing justification for the decision.
10. In case of blocking or removing Consumer Content as non-compliant with the Terms and Conditions, or refusing to block or remove content, both the Buyer who submitted the content and the reporting person may appeal the decision, following the rules described in § 18 of the Terms and Conditions.
11. The Seller ensures that all appeals regarding Consumer Content will not be processed automatically — Seller staff will review the validity of blocking or removing Consumer Content.

### **§ 17. Sanctions for Unacceptable Buyer Content**

1. If a Buyer uses the Service in violation of the Terms and Conditions by submitting any Buyer Content that is contrary to the Terms, the Seller may:
  - 1) Block the Buyer's Account;
  - 2) Permanently delete the Buyer's Account;
  - 3) Suspend the Buyer's access to certain functionalities of the Service;
  - 4) Permanently prevent the Buyer from using certain functionalities of the Service.
2. The choice of action referred to in paragraph 1 depends on the circumstances of the case and the severity of the violation committed by the Buyer while using the Service. These actions are independent of other measures that the Seller may take regarding the Buyer's Content, such as blocking access to or permanently deleting the Buyer Content.
3. When choosing the measure referred to in paragraph 1, the Seller acts with due diligence, objectively, proportionally, and with proper consideration of the rights and legitimate interests of all parties involved.
4. The Buyer's Account may be blocked or the use of certain functionalities of the Service may be suspended for a period of 5 to 30 days. After the specified period, the Seller will remove the block on the Buyer's Account or restore access to the functionalities of the Service that were suspended.
5. In the case of applying the measure referred to in paragraph 1, the Buyer to whom the measure has been applied may appeal in accordance with the rules described in § 22 of the Terms.
6. The Seller ensures that all appeals regarding the application of the measure referred to in paragraph 1 will not be processed automatically — the Seller's staff will be responsible for verifying the justification for applying the measure.

### **§ 18. Appeals**

1. In the event that:

- 1) The Seller has not blocked or removed Buyer Content despite being reported by another Buyer or a third party;
  - 2) Buyer Content has been blocked or removed in violation of the Terms;
  - 3) The Seller has imposed any sanctions on the Buyer in relation to Buyer Content;
  - 4) The Buyer who submitted the Buyer Content, or the person who reported the Buyer Content for review, may submit an appeal.
2. Any decision by the Seller related to Buyer Content must include a justification that allows for an appeal — except when the Seller has received an order related to the Buyer Content from a relevant service or public authority. The justification must meet the requirements set out in the Digital Services Act (DSA) and include information such as:
- 1) Indication of whether the decision involves removing Buyer Content, preventing access to it, de-ranking or limiting the visibility of Buyer Content, or suspending or terminating financial payments related to such Buyer Content, or imposing other measures referred to in the Terms with respect to such Buyer Content, and, where applicable, the territorial scope of the decision and its duration;
  - 2) The facts and circumstances on which the decision is based, including, where applicable, whether the decision was made based on a report made by another Buyer or a third party, or based on voluntary checks, and, where absolutely necessary, the identity of the reporting party;
  - 3) Where applicable, information about the use of automated means in making the decision, including information on whether the decision was made in relation to Buyer Content detected or identified using automated means;
  - 4) If the decision relates to potentially prohibited Buyer Content, an indication of the legal or contractual basis on which the decision is based, along with explanations of why the specific Buyer Content is deemed prohibited;
  - 5) Clear and user-friendly information about the Buyer's or reporting party's rights to appeal the decision.
3. An appeal may be submitted by sending the appeal:
- 1) To the electronic address [info@bimago.co.uk](mailto:info@bimago.co.uk);
  - 2) In writing, preferably by registered mail — to the Seller's registered office address.
4. The appeal should include:
- 1) The appellant's name (or company name, if applicable);
  - 2) Contact details;
  - 3) A detailed justification of why, in the appellant's opinion, the Seller's decision was incorrect and should be changed.
5. Upon receiving the appeal, the Seller will promptly confirm receipt — electronically, to the provided email address.
6. Appeals are reviewed within 14 days from the date of submission.

## **§ 17. Sanctions for Unacceptable Buyer Content**

1. If a Buyer uses the Service in violation of the Terms and Conditions by submitting any Buyer Content that is contrary to the Terms, the Seller may:

- 1) Block the Buyer's Account;
  - 2) Permanently delete the Buyer's Account;
  - 3) Suspend the Buyer's access to certain functionalities of the Service;
  - 4) Permanently prevent the Buyer from using certain functionalities of the Service.
2. The choice of action referred to in paragraph 1 depends on the circumstances of the case and the severity of the violation committed by the Buyer while using the Service. These actions are independent of other measures that the Seller may take regarding the Buyer's Content, such as blocking access to or permanently deleting the Buyer Content.
  3. When choosing the measure referred to in paragraph 1, the Seller acts with due diligence, objectively, proportionally, and with proper consideration of the rights and legitimate interests of all parties involved.
  4. The Buyer's Account may be blocked or the use of certain functionalities of the Service may be suspended for a period of 5 to 30 days. After the specified period, the Seller will remove the block on the Buyer's Account or restore access to the functionalities of the Service that were suspended.
  5. In the case of applying the measure referred to in paragraph 1, the Buyer to whom the measure has been applied may appeal in accordance with the rules described in § 22 of the Terms.
  6. The Seller ensures that all appeals regarding the application of the measure referred to in paragraph 1 will not be processed automatically — the Seller's staff will be responsible for verifying the justification for applying the measure.

## **§ 18. Appeals**

1. In the event that:
  - 1) The Seller has not blocked or removed Buyer Content despite being reported by another Buyer or a third party;
  - 2) Buyer Content has been blocked or removed in violation of the Terms;
  - 3) The Seller has imposed any sanctions on the Buyer in relation to Buyer Content;
  - 4) The Buyer who submitted the Buyer Content, or the person who reported the Buyer Content for review, may submit an appeal.
2. Any decision by the Seller related to Buyer Content must include a justification that allows for an appeal — except when the Seller has received an order related to the Buyer Content from a relevant service or public authority. The justification must meet the requirements set out in the Digital Services Act (DSA) and include information such as:
  - 1) Indication of whether the decision involves removing Buyer Content, preventing access to it, de-ranking or limiting the visibility of Buyer Content, or suspending or terminating financial payments related to such Buyer Content, or imposing other measures referred to in the Terms with respect to such Buyer Content, and, where applicable, the territorial scope of the decision and its duration;
  - 2) The facts and circumstances on which the decision is based, including, where applicable, whether the decision was made based on a report made by another Buyer or a third party, or based on voluntary checks, and, where absolutely necessary, the identity of the reporting party;

- 3) Where applicable, information about the use of automated means in making the decision, including information on whether the decision was made in relation to Buyer Content detected or identified using automated means;
  - 4) If the decision relates to potentially prohibited Buyer Content, an indication of the legal or contractual basis on which the decision is based, along with explanations of why the specific Buyer Content is deemed prohibited;
  - 5) Clear and user-friendly information about the Buyer's or reporting party's rights to appeal the decision.
3. An appeal may be submitted by sending the appeal:
    - 1) To the electronic address [info@bimago.com](mailto:info@bimago.com);
    - 2) In writing, preferably by registered mail — to the Seller's registered office address.
  4. The appeal should include:
    - 1) The appellant's name (or company name, if applicable);
    - 2) Contact details;
    - 3) A detailed justification of why, in the appellant's opinion, the Seller's decision was incorrect and should be changed.
  5. Upon receiving the appeal, the Seller will promptly confirm receipt — electronically, to the provided email address.
  6. Appeals are reviewed within 14 days from the date of submission.

## **§ 19. Reviews**

1. The Seller provides the Buyer with the opportunity to publish a review of the Product on the Service, through dedicated online portals.
2. The function to publish a review of the Product is available after concluding the Purchase Agreement regarding the Product, as a safeguard against publishing reviews by Buyers who did not purchase the Product. Additionally, it is prohibited for a Buyer who has purchased the Product but has not used it in a manner that allows for a reliable review to publish a review.
3. The Buyer should formulate the review in an honest, fair, and substantive manner, as correctly as possible in terms of language, and without the use of vulgarities or other terms generally considered offensive.
4. A review published by the Buyer is considered Buyer Content. Therefore, the Seller may moderate reviews according to the rules set out in § 15 of the Terms, and any person browsing the content of the Service may report a review that violates the Terms according to the rules described in § 16 of the Terms.
5. The Seller may independently publish on the Service reviews of Products collected in ways other than through the publication of reviews by the Buyer as described above.
6. The Seller declares that the reviews published by the Seller as mentioned in paragraphs 5 and 6 may come from individuals who did not purchase the Products. In such cases, the reviews will be clearly and unambiguously marked as advertising material.
7. The reviews mentioned in paragraphs 5 and 6 are not considered Buyer Content, but any person browsing the Service who believes that a certain review violates the Terms may report it for verification according to the rules described in § 16 of the Terms.

## **§ 20. Personal Data and Cookies**

1. The controller of the Buyer's personal data is the Seller.
2. The Service uses cookie technology.
3. Details regarding personal data and cookies are described in the privacy policy available at <https://www.bimago.com/sales-terms/privacy-policy>.

## **§ 21. Intellectual Property Rights**

1. The Seller informs the Buyer that all content available on the Service's pages, Digital Content, and elements of the Products (e.g., label graphic designs) may constitute works within the meaning of the Copyright and Related Rights Act of February 4, 1994, to which the Seller or other entitled entities hold copyright, as well as databases protected under the regulations on database protection.
2. The Seller informs the Buyer that the exploitation of content covered by copyright or the use of databases by the Buyer without the consent of the Seller or another entitled entity, except for use within the limits of permitted use, constitutes a violation of intellectual property rights and may result in civil or criminal liability.
3. The Seller may enter into a separate license agreement with the Buyer related to the Buyer's use of content or databases owned by the Seller (e.g., through the use of product photographs, product descriptions, etc.). To enter into such an agreement, the Buyer should contact the Seller with a proposal to enter into a license agreement, informing the Seller, in particular, of the purposes for which they intend to use the content or databases owned by the Seller and the expected duration of use. Upon receiving such a proposal, the Seller will present an offer in accordance with its licensing policy.

## **§ 22. Alternative Dispute Resolution and Out-of-Court Complaint Handling**

1. Consumers have the possibility to use alternative dispute resolution methods. Among other things, Consumers can:
  - 1) Contact a permanent consumer arbitration court with a request for a resolution of the dispute arising from the concluded Agreement;
  - 2) Contact the relevant state inspector with a request to initiate mediation proceedings to amicably resolve the dispute between the Buyer and the Seller;
  - 3) Seek assistance from a local or federal consumer protection organization.
2. Detailed information on alternative dispute resolution methods can be obtained by the Consumer on the website of the relevant state authority or consumer protection organization.
3. Consumers can also use the ODR platform, available at <http://ec.europa.eu/consumers/odr>. The platform is used to resolve disputes between consumers and businesses seeking out-of-court resolution of disputes concerning contractual obligations arising from online sales or service contracts.

## **§ 23. Complaints and Requests**

1. Every Buyer has the right to submit a complaint regarding issues related to the functioning of the Service or the execution of the Agreement. To facilitate the exercise

of the Consumer's or PNPk's rights related to the Seller's liability for the conformity of the Product with the Agreement, the Seller has prepared a complaint form template that the Consumer or PNPk may use. The template is available at <https://www.bimago.com/about-us/customer-service> .

2. Complaints should be submitted to the Seller via [info@bimago.com](mailto:info@bimago.com) or through <https://www.bimago.com/about-us/customer-service>.
3. Complaints from Buyers will be handled as quickly as possible but no later than 14 days from the date the Seller receives the complaint submission.
4. The response to the complaint will be sent to the Buyer at the contact provided by the Buyer when submitting the complaint.

## **§ 24. Final Provisions**

1. The Seller reserves the right to introduce and withdraw offers, promotions, and to change prices on the Service without prejudice to the Buyer's rights, particularly the terms of Agreements concluded before the changes were made.
2. The Seller reserves the right to amend the Terms for important reasons, such as:
  - 1) Changes in the conditions of Product delivery;
  - 2) The need to adapt the Terms to legal changes;
  - 3) The need to adapt the Terms to a decision, ruling, or other decision by a competent court or state authority;
  - 4) The need to fulfill a legal obligation imposed on the Seller;
  - 5) Editorial changes.
3. If the Seller has the Buyer's email address, the Buyer will receive an email notification about the changes to the Terms.
4. The sales Agreements for Products are governed by the Terms in effect at the time of the Agreement's conclusion.
5. Regarding Electronic Services, if the Buyer does not accept the changes to the Terms, they may opt out of using the Electronic Services without incurring any costs, e.g., unsubscribe from receiving the Newsletter or stop browsing publicly available content on the Service.
6. Changes to the Terms do not affect the rights acquired by the Buyer before the changes took effect.
7. Any disputes related to Agreements concluded through the Service will be settled by a court with jurisdiction over the Seller's business location. This provision does not apply to Consumers and PNPks, for whom the jurisdiction of the court is determined by general rules.
8. These Terms come into effect on November 1, 2024.