

TERMS AND CONDITIONS OF THE WEBSITE

WWW.MECHADEVS.COM

§ 1

GENERAL PROVISIONS

1. The website www.mechadevs.com operates under the rules set out in these Terms and Conditions.
2. The Terms and Conditions define the types and scope of services provided electronically through the www.mechadevs.com website, the rules for providing these services, the conditions for concluding and terminating agreements for electronic services, as well as the complaint procedure.
3. Each User, upon taking steps to use the electronic services of the www.mechadevs.com website, is obliged to comply with the provisions of these Terms and Condition.
4. The www.mechadevs.com website provides space for Users to familiarize themselves with the offer and information about the Service Provider.
5. In matters not regulated in these Terms and Conditions, the following laws apply:
 - 5.1. The Act on the Provision of Electronic Services of July 18, 2002,
 - 5.2. The Consumer Rights Act of May 30, 2014,
 - 5.3. The Act on Out-of-Court Settlement of Consumer Disputes of September 23, 2016,
 - 5.4. The Civil Code of April 23, 1964,
 - 5.5. and other relevant provisions of Polish law.

§ 2

DEFINITIONS USED IN THE TERMS AND CONDITIONS

1. **TERMS AND CONDITIONS** – these terms and conditions of the Website.
2. **WEBSITE** – the service provided by the Service Provider, available at www.mechadevs.com.
3. **SERVICE PROVIDER** – MARCIN HATŁAS, conducting business under the name MECHADEVS MARCIN HATŁAS, registered in the Central Registration and Information on Business (CEIDG), maintained by the minister responsible for the economy, with the registered office and correspondence address: ul. ks. Pawła Janika 15B/27, 41-806 Zabrze, NIP: 6482746208, REGON: 523283496, email address: mechadevs@mechadevs.com, phone number: +48 797 057 498
4. **USER** – a natural person, legal entity, or organizational unit without legal personality, to which the law grants legal capacity, using the electronic service.
5. **CONSUMER** – a natural person who enters into a legal transaction with an entrepreneur not directly related to their business or professional activities.
6. **ELECTRONIC SERVICE** – a service provided electronically by the Service Provider to the User through the Website.
7. **CONTACT FORM** – a form available on the www.mechadevs.com website, enabling the User to send a message to the Service Provider.

§ 3

TYPES AND SCOPE OF ELECTRONIC SERVICES

1. The Service Provider enables the use of the electronic service via the Website, which is the Contact Form.
2. The provision of Electronic Service to Users on the Website takes place under the conditions specified in the Terms and Conditions.
3. The Service Provider has the right to post advertising content on the Website. These contents are an integral part of the Website and the materials presented on it.

§ 4

CONDITIONS FOR PROVIDING AND CONCLUDING AGREEMENTS FOR ELECTRONIC SERVICES

1. The provision of the Electronic Service specified in § 3 point 1 of the Terms and Conditions by the Service Provider is free of charge.
2. The agreement for the provision of the Electronic Service, consisting of enabling the User to send a message to the Service Provider via the Contact Form, is concluded for a fixed period and terminates when the message is sent or the User stops sending it.
3. The technical requirements necessary to cooperate with the IT system used by the Service Provider:
 - 3.1. a computer (or mobile device) with Internet access,
 - 3.2. access to email,
 - 3.3. a web browser,
 - 3.4. Cookies and Javascript enabled in the web browser.
4. The User is obliged to use the Website in accordance with the law and good practices, respecting the personal rights and intellectual property of third parties.
5. The User is obliged to provide data that is truthful and accurate.
6. The User is prohibited from providing unlawful content.
7. The Service Provider may terminate the agreement for the provision of electronic services with immediate effect and without providing reasons by sending the User who is not a Consumer a statement of termination.

§ 5

COMPLAINTS REGARDING ELECTRONIC SERVICES

1. Complaints related to the Electronic Services provided through the www.mechadevs.com Website can be submitted by the User via email to mechadevs@mechadevs.com.
2. The email should provide as much information and details as possible regarding the subject of the complaint, including the type and date of the issue and contact details. This will significantly facilitate and speed up the complaint process.
3. The Service Provider shall handle the complaint promptly, no later than within 14 days from the date of submission.
4. The Service Provider's response to the complaint shall be sent to the User's email address provided in the complaint or in another way specified by the Service Provider.

§ 6

INTELLECTUAL PROPERTY

1. All content posted on the website www.mechadevs.com is subject to copyright protection and (with the exception of § 6 point 3 and elements posted by Users, used by the Service Provider under a license, transfer of proprietary rights, or lawful use) is the property of MARCIN HATŁAS conducting business under the name MECHADEVS MARCIN HATŁAS registered in the Central Registration and Information on Business (CEIDG), location of registered office and correspondence address: ul. ks. Pawła Janika 15B,,/27, 41-806 Zabrze, NIP: 6482746208, REGON: 523283496. The User bears full responsibility for any damage caused to the Service Provider resulting from the use of any content from the website www.mechadevs.com without the Service Provider's consent.
2. Any use by anyone, without the explicit written consent of the Service Provider, of any of the elements that make up the content and content of the website www.mechadevs.com constitutes a violation of the Service Provider's copyright and results in civil and criminal liability.
3. All trademarks, company names, and logos used on the www.mechadevs.com Website belong to their respective owners and are used only for identification purposes. All materials, descriptions, and photos presented on the www.mechadevs.com website are used for informational purposes.

§ 7

LIABILITY

1. The Service Provider takes all available measures to protect the Users' data.
2. Users bear full responsibility for any violation of the law or damage caused by their actions on the Website, in particular by providing false data, disclosing confidential information, or violating personal rights or intellectual property rights.
3. The Service Provider is responsible for processing Users' personal data in compliance with the purposes of the Website.
4. The Service Provider undertakes, where possible, to inform Users in advance of any disruptions in the functioning of the Website, particularly regarding access interruptions.

§ 8

FINAL PROVISIONS

1. The governing law for contracts concluded with the Service Provider through the Service is Polish law, as the law of the Service Provider's registered office.
2. The Service Provider guarantees that customers who are Consumers will be granted all consumer rights arising from the law applicable to their habitual residence, if those rights are more favorable to the Consumers than Polish law.
3. If any part of the Terms and Conditions is found to be inconsistent with applicable law, the relevant provisions of Polish law shall apply in place of the disputed provision.
4. All disputes between the Service Provider and Consumers shall be resolved primarily through negotiation, with the intention of amicably settling the dispute, taking into account the Act on Out-of-Court Settlement of Consumer Disputes. If this is not possible, or is unsatisfactory to either party, disputes will be resolved by the competent common court.

5. Judicial dispute resolution:
 - 5.1. Any disputes arising between the Service Provider and a User who is also a Consumer shall be submitted to the courts competent under the provisions of the Code of Civil Procedure of November 17, 1964.
 - 5.2. Any disputes arising between the Service Provider and a User who is not a Consumer shall be submitted to the court having jurisdiction over the registered office of the Service Provider.
6. A Consumer also has the right to use out-of-court methods of settling complaints and pursuing claims, in particular by submitting, after completing the complaint procedure, a request for mediation or a request to hear the case by a consumer arbitration court (the request form can be downloaded from the website <http://www.uokik.gov.pl/download.php?plik=6223>). The list of Permanent Consumer Arbitration Courts operating at the Provincial Inspectorates of Trade Inspection is available on the website http://www.uokik.gov.pl/wazne_adresy.php#faq596. The Consumer may also use free assistance from the municipal (district) consumer advocate or a social organization whose statutory tasks include consumer protection. Out-of-court resolution of claims after the complaint procedure is free of charge.
7. A Consumer may also submit a complaint via the ODR (Online Dispute Resolution) platform, available at <http://ec.europa.eu/consumers/odr/>.