

## § 1 Definition of terms

Whenever referred to in this document:

1. **Price** - means the gross value including value added tax and excise tax, if applicable, expressed in Polish zloty, which the Customer is obliged to pay the Seller for the object of the Contract;
2. **Chat** - means a conversation between a representative of WSB "Symbioza" and a Customer or potential Customer conducted via the Internet, consisting of alternating text messages using an IT tool made available by WSB "Symbioza" within the Shop;
3. **Working days** - means days from Monday to Friday excluding public holidays free of charge;
4. **Payment Service Providers** - means entities indicated in the Store which are payment institutions within the meaning of the Payment Services Act of 19 August 2011, through which the Customer may pay the Price;
5. **Form** - means a graphically and functionally separate part of the Shop, by means of which the Customer selects, based on the options made available by the Seller, detailed terms of the Contract;
6. **Business Hours** - means the hours from 8:00 a.m. to 4:00 p.m. on Business Days;
7. **Card** - means a graphically and functionally distinct part of the Shop, in which a specific Good or Service is presented, as well as information on the detailed terms and conditions of the Contract;
8. **Customer** - means a natural person, a legal person or an organisational unit to which the Civil Code grants legal capacity;
9. **Vendors** - by this is meant WSB Symbiosis
10. **Account** - means an account on the Login Service that enables the Customer to conclude a Licence Agreement;
11. **Consumer** - means a Customer who is a natural person making a legal transaction not directly related to his/her economic or professional activity;
12. **Basket** - means a graphically and functionally distinct part of the Shop, in which detailed conditions under which the Parties conclude the Agreement are presented;
13. **Admission to the conference** - means the possibility to participate in a remote form 10. Inter-University Biotechnology Symposium 'Symbiosis' to be held on 12- 14 May 2023.
14. **Shop** - means the online shop operated by WSB Symbioza at <https://msb.symbioza.edu.pl>. A change of address of the Store does not constitute a change of the Terms and Conditions and will be communicated by WSB Symbioza through the Store;
15. **Newsletter** - means a bulletin sent out by WSB "Symbioza" by mail e-mail to customers who have duly consented to receive it;
16. **Promotion** - means all activities of the Seller, contributing to an increase in demand for the Goods and Services offered in the Store. Detailed terms and conditions of a specific Promotion are defined by the Seller on the Card, in the Basket, within the Shop or in a separate regulation of this Promotion;
17. **Terms and Conditions** - means these Terms and Conditions;
18. **Parties** - means the Seller and the Customer, and in cases of WSB "Symbiosis" Sales Contracts and the Customer;
19. **Goods** - this means admission to the conference;
20. **Contract** - means the Sales Contract or the Licence Agreement;

21. **Contract of Sale** - means a contract of sale, within the meaning of the Civil Code, concluded between WSB "Symbioza" and the Customer, the object of which is the transfer by WSB "Symbioza" to the Customer of the ownership of a specified number of Exemplars against payment;
22. **PAiPP Act** - means the Act of 4 February 1994 on Copyright and Rights related;
23. **CP Act** - means the Act of 30 May 2014 on consumer rights
24. **WSB "Symbioza"** - should be understood as the WARSAW BIOTECHNOLOGICAL ASSOCIATION "SYMBIOZA", with its registered office in Warsaw (02-096) at Miecznikowa 1/119B, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, XII Economic Division of the National Court Register, under number 0000448245, NIP: 7010373249, REGON: 1465170000. A change in any of the above mentioned data of WSB "Symbioza" does not constitute an amendment to the Terms and Conditions and will be communicated by WSB "Symbioza" through the Store;
25. **Order** - means the declaration of will of the Customer made by means of the Form for the purpose of conclusion of the Contract with the Seller;

## **§ 2 General provisions**

1. The Regulations set out the rules for the provision of electronic Services by WSB "Symbioza" and the conclusion and performance of the Agreements by the Parties.
2. Subject to applicable law, by entering into the Contract, the Customer thereby declares that he/she has familiarised himself/herself with the content of the Terms and Conditions.
3. For the avoidance of any doubt, the completion and submission of the Form by the Customer shall be construed as a shall be deemed to be the submission of an offer within the meaning of Articles 66 and 661 of the Civil Code, the content of which is supplemented by the provisions of the Terms and Conditions, and the Contract is concluded upon delivery of the Seller's statement of acceptance to the Customer. Information contained in the Shop, including on the Cards, in the Forms or in the Basket, has the character of an invitation to conclude a contract, pursuant to Article 71 of the Civil Code.
4. The Customer may use the Electronic Services or conclude Contracts through a specific natural person authorised by him or her. Such natural person shall be presumed to have been authorised by the Customer for all actions undertaken in the Shop, including the submission of declarations of intent binding on the Customer. If the conclusion of an Agreement between the parties occurs through the use of an electronic Account Service by the Customer, then the natural person who uses such an electronic Service shall be presumed to have been authorised by the Customer to do so.

## **§ 3 Electronic services and conditions for their provision**

1. WSB "Symbioza" provides the following electronic Services to Customers within the Shop:
  - 1.1. Form;
  - 1.2. Chat;
  - 1.3. Newsletter.
2. All Electronic Services are provided free of charge.
3. When using the Electronic Services, the Customer is prohibited from providing content of a unlawful nature.
4. The Contract for the provision of the Form Electronic Service is concluded each time the first item of the Contract is added to the Basket and ends when the Contract is concluded or when the Customer ceases to use this Electronic Service prior to the conclusion of the Contract.
5. The Customer is entitled to initiate a complaint procedure regarding the Services electronic. The complaint procedure is initiated on the basis of a request from the customer.

submitted in one of the following ways:

- 5.1. in writing to the address of the registered office of WSB "Symbioza" with the note on the envelope "COMPLAINT";
- 5.2. electronically by e-mail to:  
[kontat@symbioza.edu.pl](mailto:kontat@symbioza.edu.pl)

6. In the request to initiate a complaint procedure, the Customer is obliged to indicate:
  - 6.1. the type of Electronic Service requested;
  - 6.2. the nature and duration of the malfunction of the Electronic Service;
  - 6.3. the following contact details - e-mail address and/or customer number.
7. WSB "Symbioza" is obliged to respond to the Customer's request immediately, but no later than within 14 calendar days of receipt. The response to the request will be provided in electronic form via e-mail sent to the Client's address provided in the request for complaint procedure.

#### **§ 4 Rules for the conclusion of contracts**

1. In order to conclude the Contract, the Customer should:
  - 1.1. complete the form;
  - 1.2. place an Order.
2. The Vendor may impose additional requirements regarding the conditions for completing the Form and placing Orders. These conditions will be notified to the Customer as part of the Card or when completing the Form or when placing an Order.
3. An order shall be deemed to have been placed correctly if all data enabling the Customer to be correctly identified is entered on the Form, including in particular the Customer's number contact telephone number and e-mail address, as well as all data necessary for the correct execution of the Contract by the Seller and the issuing of an accounting document confirming the conclusion of the Contract.
4. The seller reserves the right to:
  - 4.1. verification of the data contained in the Form;
  - 4.2. refusal of the Order;
  - 4.3. withdraw from or terminate the Agreement in situations specified in applicable law, in separate regulations or general terms and conditions binding upon the Parties or in situations specified in these Terms and Conditions.
5. The Seller shall notify the Customer of the refusal of the Order by sending an e-mail to the Customer's e-mail address indicated in the Form, containing the relevant statement and, as far as possible, the reason for the statement.
6. Subject to the provisions of the Regulations to the contrary, upon acceptance of the Order by the Seller, a Contract is concluded, the subject matter of which are the Goods and/or Services covered by the Form.
7. The Seller shall notify the Customer of the conclusion of the Contract by sending an e-mail to the Customer's e-mail address indicated in the Form, containing confirmation of all material terms and conditions of the Contract.
8. Each Order duly submitted by the Customer and accepted by the Seller shall receive a unique code identifying the Order and the Customer.

#### **§ 5 Performance of Contracts**

1. The execution of the Contract by the Seller shall take place on the date indicated on the Card, in Basket or in the Form.
2. Where a Licence Agreement and a Sales Agreement are concluded under a single Order, the performance of each Agreement shall take place within the time limits applicable to the respective Agreement, as indicated on the Cards, in the Basket or in the Form.
3. The time limits laid down in paragraphs 1 to 2 above shall not include the day on which the conclusion of the Agreement or Agreements.
4. For reasons beyond the Seller's control, the deadlines for the performance of the Contract set out in sections 1 - 3 may be extended. The Seller shall inform the Customer by telephone or e-mail of the reason for extending the Contract completion date and specify the new date for its completion.

5. The Customer who is not a Consumer may withdraw from the Contract if the Seller is in default with the performance of the Contract by at least 30 Working Days. Before withdrawing, the Customer should call the Seller in writing or electronically to perform the Contract setting the Seller an additional period of time to perform the Contract, not shorter than 30 Working Days.
6. Detailed terms and conditions for the performance of a specific Contract are contained on the Cards, in the Basket or in the Form.

#### **§ 6 Methods of Delivery of Goods and Services**

1. The Seller's delivery methods for the Goods, including deadlines and costs applicable to specific delivery method, are specified on the Cards, in the Basket or the Form. In the event that deliveries of the Goods are carried out with the assistance of third parties, the Seller from the moment of  
The delivery of the Goods to such a person shall not be liable for his failure to delivery date.
2. Delivery of the Services shall take place as indicated in the Licence Conditions.

#### **§ 7 Price and costs payable for delivery of Goods or Services**

1. The retailer states either on the Card or in the Basket:
  - 1.1. The price of the Goods or Services;
  - 1.2. the cost of delivery of the Goods.
2. The Seller shall not charge the Customer any additional costs for the delivery of the Services.
3. The Price and the other costs, if any, payable by the Customer shall be indicated by the Seller in the electronic message referred to in § 4.8. This shall also apply if the Price and the other costs are determined in connection with a promotional campaign conducted by the Seller at the time of the conclusion of the Contract.
4. The Seller may stipulate that the Customer, prior to the conclusion of the Contract, should pay the Price and the remaining costs, if they are due from the Customer, within a specified period of time. In this case, the Contract shall be concluded upon crediting the Seller's bank account with the full amount of the Price and the above-mentioned costs. In the case of ineffective expiry of the deadline for payment of the Price and the above-mentioned costs by the Customer, the Seller shall be deemed to have refused to accept the Order and the Contract shall not be concluded.
5. The seller is obliged to issue the customer with an accounting document confirming the conclusion of the  
Contracts.
6. Accounting documents and pro forma invoices are issued and delivered to the customer only in electronic form.

#### **§ 8 Promotions**

1. Unless otherwise stated in the specific terms and conditions of a particular Promotion then:
  - 1.1. It cannot be combined with other Promotions;
  - 1.2. The Seller reserves the right to amend the terms and conditions of the Contracts on an ongoing basis.  
concluded under the Promotion, including changes to the Prices;
  - 1.3. The Seller reserves the right to cancel or suspend the Promotion.
2. The entitlement referred to in paragraph 1(b) shall not affect the performance of Contracts concluded prior to its entry into force.

#### **§ 9 Methods of payment of the Price and delivery charges for the Goods or Services**

1. The method of payment of the Price and the costs for delivery of the Goods shall be specified by the Seller on the Card or in the  
Basket.

2. Where, at the Customer's option, payment of the Price and delivery charges for the Goods is made through a Payment Service Provider then the Customer is obliged to accept the rules and regulations applied by the respective Payment Service Provider before making the payment.

#### **§ 10 Warranty**

1. WSB "Symbioza" under the terms of the applicable legislation shall bear the liability to the Customer who is a Consumer for any non-conformity of the Goods or Services with the Contract.
2. The liability of WSB "Symbiosis" as defined in paragraph 1 above to Customer who is not a Consumer.

#### **§ 11 Complaint procedure for Goods**

1. The complaint procedure described in this paragraph applies only to complaints about Goods submitted by Customers who are not Consumers.
2. Complaints, insofar as the Customer is entitled to make them, must be submitted:
  - a. in writing to the address of the WSB "Symbioza" headquarters;
  - b. by e-mail to [kontakt@symbioza.edu.pl](mailto:kontakt@symbioza.edu.pl)
3. In the complaint, the Customer is obliged to provide the reasons for its submission, data relating to the Sales Contract, Customer identification data (e.g. the number assigned to the Customer by WSB "Symbioza"), delivery address, telephone number, e-mail address and a description of the actions that the Customer is asked to take by WSB "Symbioza" the Customer requests. In the case of physical defects in the Goods, the Customer is obliged to attach to the complaint photographic documentation confirming the defect.
4. WSB "Symbioza" considers the complaint within 14 Working Days from the day it is submitted by the Customer.
5. If the content of the complaint does not allow WSB "Symbioza" to recognise it, WSB "Symbioza", before the expiry of the time limit indicated in clause 4, will summon the Client to supplement the complaint within 7 working days from the date of delivery of the summons. The aforementioned summons is delivered by WSB "Symbioza" to the Client in the form of an e-mail sent to the e-mail address provided in the complaint or, if this address is not provided, in writing to the address to Customer service. Failure to complete the complaint within the www. deadline will result in leaving the it without recognition by WSB "Symbiosis".
  6. If the complaint is upheld, Symbiosis WSB will take the action requested by the Customer in a complaint or any other action under applicable law.
7. WSB "Symbioza" is obliged to respond to the Consumer's complaint or within a period of 14 days of receipt.
8. If WSB "Symbioza" does not respond to the complaint within the period referred to in paragraph 7, it shall be deemed to have acknowledged the complaint.
9. The response to the complaint WSB "Symbioza" shall be provided to the Consumer on paper or other a durable medium.

#### **§ 12 Provisions concerning consumers**

1. To the extent not otherwise regulated in this paragraph, the provisions of the Civil Code, the CP Act, the Agreement and the Licence Conditions shall apply to the Agreements concluded between WSB "Symbioza" and the Consumer.
2. Where a Licence Agreement and a Sales Agreement are concluded within the same Order, withdrawal from one of these Agreements shall not automatically imply withdrawal from the other, nor shall it cause its termination or expiry.
3. WSB "Symbiosis" declares that:

3.1. where it organises a Tiered Sale Promotion under  
which WSB "Symbioza" sells to the Consumer - in view of the total value of the Contract

- Goods and/or Services at a reduced (promotional) Price or free of charge, then the Consumer may only withdraw from the Contract in its entirety, i.e. in respect of all Goods and/or Services covered by the Contract in question, or only in respect of the part concerning the Goods and/or Services offered at a reduced (promotional) Price or free of charge;
- 3.2. if WSB "Symbioza" grants the Consumer - due to the value of the Contract equal to or exceeding the reserved limit - a discount, then the Consumer, reducing - due to the exercise of the right to withdraw from part of the Contract - the value of the Contract to a level below the reserved limit, is obliged to pay to WSB "Symbioza" the full Price (without taking into account such discount) of the Goods and/or Services to which the withdrawal does not apply;
- 3.3. in the event that the Consumer wishes to give up the Goods and/or Services purchased at the standard Price under the Tiered Sale Promotion, but retain ownership of the Goods and/or Services purchased at the promotional Price or free of charge, then the Consumer shall commit to purchase the remaining Goods and/or Services at the standard Price within 14 days by making a declaration of intent to accept such commitment and sending it to the following email address: [kontakt@symbioza.edu.pl](mailto:kontakt@symbioza.edu.pl) or the registered address of WSB "Symbioza". WSB "Symbioza" shall promptly send a message to the Consumer at the e-mail address provided by the Consumer confirming acceptance and the content of the modified Order and including the corresponding invoice.
4. Any disputes between WSB "Symbioza" and the Consumer shall be settled by the competent Polish common courts, subject to the instructions in paragraphs 5 - 6 below.
5. WSB "Symbioza" informs that it is possible for the Consumer to make use of out-of-court ways of dealing with complaints and claims, including in particular:
- 5.1. through voluntary mediation, conducted by voivodeship inspectorates of the Trade Inspection and their branches, where the role of mediator in a dispute between WSB "Symbioza" and a Consumer or Quasi-consumer is performed by an employee of the above-mentioned inspectorate, maintaining the principles of impartiality and fairness, whose task is, inter alia, to propose available ways to resolve the dispute; mediation takes place with the participation of both parties, directly at the premises of the above-mentioned inspectorate or at the registered office of WSB "Symbioza". Information on how to access the aforementioned mode and procedures for resolving disputes in this manner can be found at the following address: [www.uokik.gov.pl](http://www.uokik.gov.pl), under the tab "Amicable Resolution of consumer disputes" or at [www.prawakonsumenta.uokik.gov.pl](http://www.prawakonsumenta.uokik.gov.pl);
- 5.2. before permanent amicable consumer courts operating at provincial inspectorates of the Trade Inspection, including e.g. before the Permanent Amicable Consumer Court at the provincial inspectorate of the Trade Inspection in Warsaw. Information on how to access the aforementioned dispute resolution procedure and procedures can be found at the following address: [www.uokik.gov.pl](http://www.uokik.gov.pl), under the tab "Amicable Consumer Dispute Resolution" or at [www.prawakonsumenta.uokik.gov.pl](http://www.prawakonsumenta.uokik.gov.pl). In addition, the consumer or quasi-consumer can turn to the district consumer ombudsman; the district consumer ombudsmen are located at the district or town councils (in the case of cities with municipal rights county) and their task is to provide factual support, including free legal assistance, to consumers; for more information, see: [www.uokik.gov.pl](http://www.uokik.gov.pl), under "Amicable settlement of consumer disputes" or [www.prawakonsumenta.uokik.gov.pl](http://www.prawakonsumenta.uokik.gov.pl).



6. The consumer can submit the dispute for resolution via the EU online platform ODR (Online Dispute Resolution), available at: <https://ec.europa.eu/consumers/odr/>(Link to another site).
7. At the same time, in accordance with Article 3(1)(10) of the CP Act, the provisions of this Act and, consequently, the provisions introduced into the Regulations on the basis thereof in relation to Consumers shall not apply to Agreements if the Consumer is obliged to pay a Price not exceeding fifty PLN.

#### **§ 13 Final provision**

1. Unless the provisions of mandatory law provide otherwise, all disputes concerning contracts concluded on the basis of the Terms and Conditions between the Seller and the Customer shall be resolved by the common courts with jurisdiction over the registered office of the Seller.
2. The Terms and Conditions are available electronically on the Shop's website.

#### **§ 14 Amendments to the Rules of Procedure**

1. These Terms and Conditions may be amended for important reasons, including those of a technical or legal nature and changes to the rules governing the sale of Goods or the provision of Services.
2. WSB "Symbioza" will post information on changes to the Terms and Conditions in the Shop and will directly inform Customers of the change by sending them a message to the e-mail address indicated by the Customer or by posting the information directly on the Account.

#### **§ 15 Entry into force of the Rules of Procedure**

1. The Regulations shall come into force on 10 April 2023 and, subject to paragraph 2, shall apply to Contracts concluded on and after that date.
2. For Digital Content or Digital Service Contracts entered into with Consumers before 10 April 2023, the provisions of the Terms and Conditions shall apply if the delivery of the digital content or digital service was to take place or occurred after that date.