

**Terms and Conditions for Electronic Services and for Distance Agreements for Sales of Products  
through [www.gromyears.com](http://www.gromyears.com) On-line Store  
together with the Privacy Policy and the Cookies Policy  
- valid from September 15, 2014 -**

**I. GENERAL PROVISIONS**

1. These Terms and Conditions regulate the rules for entering into agreements for electronic services and for sales of the Product using means of distance communications through the On-line Store at **[www.gromyears.com](http://www.gromyears.com)**. In addition, the Terms and Conditions stipulate the Privacy Policy and the Cookies Policy. For the Clients other than the Consumers, the On-line Store shall not be bound by the General Conditions applicable to such Clients unless the On-line Store expressly agrees therefor.
2. The On-line Store is owned and operated by Siła i Honor Marcin Rak with its registered office in Wrocław, ul. Stanów Zjednoczonych 41A, 54-403 Wrocław, recorded in the Central Register of Business Activities of the Republic of Poland under the number REGON (Statistical Number) 021914152, NIP (Tax Identification Number) 6411442441.
3. The On-line Store can be contacted by e-mail: **[contact@gromyears.com](mailto:contact@gromyears.com)**, through the contact form available at **[www.gromyears.com](http://www.gromyears.com)** as well as by phone and using the following means of communication:

**Address for Correspondence:**

Siła i Honor Marcin Rak  
Stanow Zjednoczonych 41A  
54-403 Wrocław  
Poland

**Telephone and Address Data:**

tel.: +48 728 869 162

**Bank Account Number:**

61 1090 2402 0000 0001 1126 1116

The operator of the On-line Store can be reached by phone 7 days a week, from 6 AM until 10 PM.

4. These Terms and Conditions specify in particular:
  - a) types, scope and conditions for the delivery of electronic services;
  - b) procedures applicable to entering into the Product sales agreements;
  - c) costs and methods of delivery of the Product;
  - d) procedures and forms of payment for the Product;
  - e) notice about the right to withdraw from the Agreement;
  - f) complaint procedures and jurisdiction;
  - g) rules for the protection of personal data – the Privacy Policy and the Cookies Policy.
5. The Terms and Conditions for the On-line Store together with the Privacy Policy and the Cookies Policy are published free of charge at the website of the On-line Store at **[www.gromyears.com](http://www.gromyears.com)** so as to allow to read, download, view, save and store their contents. In particular, the Client shall be free, without any restrictions whatsoever, to download the Terms and Conditions from the website at [www.gromyears.com/terms-and-conditions.pdf](http://www.gromyears.com/terms-and-conditions.pdf) as a PDF file, save the Terms and Conditions on any media and print them in any number of copies.

**II. DEFINITIONS**

1. **Handling Time** – the time within which the Seller shall prepare the Order for delivery to the Client.
2. **Client** – an individual, having at least a limited capacity to enter into legal transactions and being over 18 years old, as well as a legal entity or unincorporated organisation, with a legal capacity and a capacity to enter into legal transactions.

3. **Consumer** – the Client being an individual entering into a legal transaction unrelated with his/her business or professional activities.
4. **Product** – the electronic book (e-book) titled "Thirteen. My Thirteen Years in Polish GROM Special Missions Unit GROM" by Andrzej K. Kisiel and Marcin Rak, available in the On-line Store in ePUB and MOBI formats.
5. **Terms and Conditions** – these terms and conditions for electronic services as defined in Art. 8 par. 1 of the Electronic Services Act of July 18, 2002 and for distance agreements for sales of products through **www.gromyears.com** On-line Store together with the Privacy Policy and the Cookies Policy.
6. **On-line Store** – the store operating at **www.gromyears.com** through which the Client may use the Electronic Services provided by the Seller, including entering into distance agreements for sales of the Product using means of distance communications via the Internet.
7. **Seller** – Siła i Honor Marcin Rak with its registered office in Wrocław.
8. **Agreement** – the sales agreement for the Product as defined in the Civil Code, entered into by and between the Seller and the Client through the On-line Store.
9. **Electronic Services** – the electronic services provided by the Seller through the On-line Store as stipulated in the Terms and Conditions referred to in Section IV Art. 1 of the Terms and Conditions.
10. **Order** – an order for the Product placed by the Client in the On-line Store in accordance with these Terms and Conditions.

### III. TECHNICAL CONDITIONS FOR THE USE OF THE ON-LINE STORE

1. A proper use of the On-line Store, including of the Electronic Services, shall be possible only subject to the following minimum technical requirements related to the Client's IT and telecommunications system:
  - a) PC computer or any other device that can be connected to the Internet;
  - b) operating Internet connection;
  - c) Web browser enabling to display hypertext documents (HTML, PHP) on the computer screen such as Internet Explorer 8.0, Mozilla Firefox 12.0, Chrome 18.0 or newer versions, with installed software supporting Java Script and Java applets;
  - d) software supporting Flash 4 or later standard and Acrobat Reader;
  - e) enabled support for the Cookies;
  - f) current, active and properly configured e-mail account;
2. The website is optimised for 1280x800px resolution.
3. The Client may report any irregularities in the operation of the On-line in writing using the address [contact@gromyears.com](mailto:contact@gromyears.com) or using the contact form available at the website of the On-line Store.

### IV. DESCRIPTION OF THE SERVICES AND OF THE PRODUCT AND THE TERMS OF USE OF THE ON-LINE STORE

1. The Seller shall provide the following services through the On-line Store:
  - a) entering into the Product sales agreements using means of distance communications via the Internet;
  - b) transmitting data required in order to perform the Product sales agreements,
  - c) redirecting to e-commerce payment institutions as defined in Section VI. Art. 2 of the Terms and Conditions in order that the Client make payment for the Product.
2. It shall be prohibited to use the On-line Store, including the Electronic Services, for any purposes which are in conflict with applicable laws, with provisions of the Terms and Conditions or with good morals. The Client shall not be authorised to transmit any illegal information and content.
3. Conditions applicable to entering into agreements for electronic services shall be as regulated in Section V and VI of these Terms and Conditions. Conditions applicable to terminating agreements for electronic services shall be as stipulated in the mandatory provisions of law.
4. The Clients of the On-line Store should note that using the electronic services via the Internet involves risks. Information about specific risks associated with the use of electronic services can be found at [www.gromyears.com/terms-and-conditions.pdf](http://www.gromyears.com/terms-and-conditions.pdf)
5. The price for the Product is stated in gross figures, in US dollars and includes VAT.
6. The Client can order only one copy of the Product at a time.
7. The Client shall be free to use the Product in accordance with the relevant provisions of applicable Polish laws, especially with the provisions of the Act of February 4, 1994 on Copyrights and Related Rights (Dz.U. of 1994, No. 24, item 83, as amended). In particular, the Client shall not be authorised to:
  - a) record or reproduce the Product for purposes of its distribution,

- b) distribute the Product or its related studies in the whole or in parts,
- c) commercially use the Product in any way whatsoever.

8. All information, data and materials made available at the website of the On-line Store, including but not limited to names, logos, price lists as well as colours and layout of the site, and any other intangible property rights associated with the content of web pages, are owned by the Seller or entities with whom the Seller has entered into appropriate agreements, and are protected by copyrights, trademark rights, rights to databases or other intellectual property rights.

9. The Client shall not be authorised to use resources of the On-line Store as the underlying basis for any of the Client's business activities carried out based on the information contained therein. A reproduction or use in any other way whatsoever of the information, data and materials from the On-line Store or colours or layout of the site without the Seller's prior written consent shall be prohibited.

## **V. PLACING THE ORDERS AND ENTERING INTO THE PRODUCT SALES AGREEMENTS**

1. The Product sales agreement shall be entered through the On-line Store in two stages: first the Client places the Order and pays for the Product and then the On-line Store confirms acceptance of the Order and sends to the Client an e-mail with a hyperlink to download the Product.

2. Orders can be placed at the On-line Store 24 hours a day/7 days a week/365 days a year subject to any downtime of the On-line Store necessary for maintenance purposes. Orders shall be handled 7 days a week from 8 AM to 10 PM.

3. After selecting the Product, the Client shall be redirected to **PayPal.com** site to make the payment – payments shall be carried out in accordance with the terms and conditions applicable at [www.paypal.com](http://www.paypal.com) and made known to the Client before making the payment.

4. The sales agreement shall be considered entered into at the moment of **PayPal.com** payment. By placing the order, the Client shall hereby accept provisions of these Terms and Conditions and of the Client's statements related to personal data processing.

5. After the payment through **PayPal.com** the Client shall receive an e-mail to the Client's address registered in the **PayPal.com** system with a hyperlink enabling the Client to download the Product. The hyperlink shall be active for 14 days from the date of its delivery to the Client as defined in Art. 2 sentence 2 of this Section.

6. In the case of any doubts or questions, please contact the On-line Store using means of communication indicated in Section I. Art. 3 of the Terms and Conditions.

## **VI. TERMS OF PAYMENT**

1. The Electronic Services shall be used free of charge. The Client shall be obliged to pay the sales price for the Product purchased.

2. The On-line Store shall accept the following forms of payment:

- a) through the **PayPal.com** site to which the Client shall be redirected in order to make the payment – payments shall be carried out in accordance with the terms and conditions applicable at [www.paypal.com](http://www.paypal.com) and made known to the Client before making the payment.

3. At the request of the Client the Seller shall issue a VAT invoice; VAT invoice shall be issued based on the data collected from the **PayPal.com** system and made available to the On-line Store when providing payment services. The Client hereby agrees to receive electronic invoices.

## **VII. HANDLING THE ORDER**

1. The On-line Store shall commence to handle the Order after its receipt from the Client and after the sales price paid by the Client is credited on the On-line Store's bank account.

2. Orders shall be handled from the point referred to in Art. 1 of this Section to the On-line Store sending the e-mail referred to in Section V. Art. 6 of the Terms and Conditions within up to 1 working day.

3. The Client shall be authorised to modify, cancel or suspend handling of any confirmed Order before the On-line Store sends the e-mail with a hyperlink referred to in Section V. Art. 6 of the Terms and Conditions. In order to cancel the Order the Client should contact the On-line Store as soon as possible.

4. The Product ordered shall be delivered to the Client via e-mail together with a respective sales document, i.e. electronic VAT invoice, if the Client has requested it and provided all data required to issue such invoice.

5. Immediately after downloading the Product, through the hyperlink included in the e-mail referred to in Section V. Art. 5 of these Terms and Conditions, the Client should check the Product for its completeness and correct operation. In the case of any irregularities in this regard the Client should contact the On-line Store in order to report the case. The aforementioned actions shall not be required to file a valid complaint, but they shall permit the Client to exercise complaint-related rights in an easier way.

6. Upon downloading the Product, the risk of its accidental loss or damage shall pass to the Client.

7. To the fullest extent permitted by applicable laws the On-line Store shall exclude any liability for e-mails sent to the address indicated by the Client being blocked by administrators and for e-mails being deleted and blocked by software installed on the computer used by the Client.

#### **VIII. LIABILITY OF THE SELLER FOR DEFECTS IN THE PRODUCT AND COMPLAINT PROCEDURES**

1. Due to the nature of the Product being an e-book, the Clients being the Consumers shall not have the rights specified in the Act of July 27 July, 2002 on Specific Conditions of Consumer Sale and on Amendment to the Civil Code.

2. The liability of the Seller for defects in the Product shall be regulated by provisions of Art. 556 et seq. of the Civil Code subject to Section XI. Art. 2 of the Terms and Conditions.

3. Any complaints related to the Electronic Services and to the Product purchased by the Client may be filed in person at the registered office of the Seller at ul. Stanów Zjednoczonych 41A in Wrocław, by e-mail: **contact@gromyyears.com** or in writing to the address:

**Sila i Honor Marcin Rak**

**Stanow Zjednoczonych 41A**

**54-403 Wrocław**

**Poland**

4. Each complaint shall include the designation of the Client permitting to identify or contact the Client (in particular first name, last name, business name), the Client's order number and the name of the Product as well as description of the circumstances justifying the complaint. Only complaints filed in English or Polish shall be considered.

5. The Seller shall exercise best efforts to make sure that complaints are examined without undue delay provided that complaint procedures should not take more than 14 days from the date of filing the complaint by the Client. The Client shall be notified by the Seller about acceptance or refusal to accept the complaint in a manner agreed with the Client.

#### **IX. RIGHT OF WITHDRAWAL**

1. Due to the nature of the Product being an e-book, after downloading the Product the Client shall not be authorised to withdraw from the Agreement.

2. In the case of any doubts or questions, please contact the On-line Store using means of communication indicated in Section I. Art. 3 of the Terms and Conditions.

#### **X. PROTECTION OF PERSONAL DATA – THE PRIVACY POLICY AND THE COOKIES POLICY**

1. Sila i Honor Marcin Rak with its registered office in Wrocław shall be the administrator of personal data as defined in provisions of the Personal Data Protection Act of August 29, 1997.

2. Providing personal data by the Client shall be voluntary but the data marked with an asterisk shall be required to purchase the Product at the On-line Store or to send an inquiry via the contact form.

3. The Client's personal data shall be processed exclusively for handling the Orders, i.e. for due performance of the agreements for electronic services and for sales of the Product using means of distance communication through the On-line Store, including for dealing with complaints. Personal data shall not be disclosed to any third parties for marketing purposes unless the Client agrees for such disclosure.

4. Databases of the Clients of the On-line Store are registered with the General Inspector for Personal Data Protection under the number \_\_\_\_\_, book No.: \_\_\_\_\_, book No.: \_\_\_\_\_.

5. The Client shall have the right to inspect the contents of provided personal data and to update/modify the same as well as to request them to be deleted. The Client shall be able to exercise such right by contacting the On-line Store. Deleting personal data shall result in termination of the agreement for electronic services such data relate to.

6. Contents of the agreements entered into through the On-line Store shall be stored in the IT system of the On-line Store for the period no longer than 24 months from the date of each such agreement. Contents of the agreements shall be made available only to their parties.

7. Entrusted personal data shall be stored and secured in accordance with the principles set out in the applicable laws. The Seller shall apply security measures aimed at protecting data against loss, misuse or modification. Rights of access to the Clients' personal information shall be limited in a restrictive way so that this information is not accessed by any unauthorized persons. Rights of access to personal data shall be vested in a limited number of authorised persons in accordance with the Personal Data Protection Act and the Regulation of the Minister of Internal Affairs and Administration

of April 29, 2004 on personal data processing documentation and technical and organisational conditions to be satisfied by devices and systems used for processing personal data.

8. The Seller agrees to keep the confidentiality of personal data and shall not disclose them to any third parties unless the Client expressly authorises the Seller to do so or such authorisation results from applicable laws. This obligation shall survive the expiration of the legal relationship between the Client and the Seller.

9. In order to adapt the On-line Store to individual needs and interests of the Clients, the On-line Store shall use the so-called cookies, i.e. information saved by the site's server on the Client's computer which the server can read whenever the Client connects using such computer. Cookies give statistical data about the Clients' traffic and about their use of individual pages of the On-line Store and enable to efficiently provide the Services.

10. Detailed information about the possibilities and ways of handling cookies are available in the Web browser's settings. The Client may agree to accept cookies using the Web browser's settings, but may also opt out of cookies by selecting other relevant settings of the Web browser. Disabling the option to accept cookies may cause inconveniences or may even prevent the use of the On-line Store.

11. The On-line Store uses session cookies which are indispensable to properly place Orders at the On-line Store.

## **XI. FINAL PROVISIONS**

1. To all matters not settled in these Terms and Conditions generally applicable provisions of the Polish laws shall respectively apply. To purchases made by the Clients not being the Consumers domiciled abroad the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

2. In the event that the buyer is not the Consumer, the liability of the On-line Store for statutory warranty shall be excluded pursuant to Art. 558 § 1 of the Civil Code, and any disputes arising from the provision of electronic services and sales of the Product by means of distance communication through the On-line Store shall be settled by the court having jurisdiction over the registered office of the Seller.

3. These Terms and Conditions shall be valid from September 15, 2014.

4. The Seller shall be authorised to amend these Terms and Conditions effective from a later date. Any amended Terms and Conditions shall become valid as of the date of their publication at **www.gromyears.com**. The amended Terms and Conditions shall not violate rights of the Clients having placed the Orders prior to the amendment. The Clients shall be notified about updates to the Terms and Conditions in the form of a notice at the On-line Store and in the form of messages sent to the email address specified by the Client. Any earlier acceptance of the amended Terms and Conditions, e.g. by placing the Order, shall constitute acceptance of the new provisions of the Terms and Conditions in their entirety.