

Terms and conditions of the /dev/random creations online store

I. General provisions, contact with the store owner

1. These Terms and Conditions (hereinafter referred to as the “Terms and Conditions”) define the rules and conditions of use of the online store /dev/random creations, operating at [www https://randomcreations.dev](https://randomcreations.dev).
2. The owner of the Store is Katarzyna Bultrowicz, conducting unregistered business with its registered office at:
ul. Jesionowa 2/4, 80-261 Gdańsk (hereinafter referred to as the “Seller”).
3. The contact details of the Seller are as follows:
Contact address: ul. Jesionowa 2/4, 80-261 Gdańsk
E-mail address: dev.random.creations@gmail.com
Telephone number: +48739016359 (telephone customer service hours – in the Contact tab).
Contact point for communication with the authorities of the EU Member States, the European Commission, the Digital Services Council: dev.random.creations@gmail.com .
Communication may be conducted in Polish.

II. Technical requirements

1. In order to use the Store, you must have:
 - a computer or other device with an Internet browser;
 - access to the Internet;
 - an active email address.

III. Personal data

1. The administrator of the personal data of the Store’s customers is the Seller.
2. All information about the processing of personal data of customers and other people using the Store’s website can be read in the [Privacy Policy](#).

IV. Conclusion of the sales contract, customer account

1. The Store enables the purchase of goods (hereinafter “Goods”) and digital content or digital services provided online (hereinafter “Digital Products”), displayed on the Store’s website, in two modes:
 - without registration
 - with the creation of an account in the Store.In both cases, in order to place an order, you must select Goods and/or Digital Products in the Store, add them to the “Basket” using the appropriate button and continue the ordering procedure by selecting the appropriate options (delivery and payment method).

2. Information about products in the Store, i.e. descriptions and prices, constitute an invitation to conclude a sales contract within the meaning of art. 71 of the Civil Code, in accordance with the terms of the Terms and Conditions.
3. The condition for placing an order is to fill in all the required data necessary for the performance of the contract and possibly (at the customer's request) also data for generating a VAT invoice.
4. If the customer decides to create an account in the Store (hereinafter "Account"), registration is one-time, and the e-mail address and password chosen by the customer are the basis for later logging in. Details of the Seller's provision of the digital Account management service are available below in the Account Terms and Conditions. The Store also allows logging in to the Account via social media and/or a user account in the Google system. After logging in to the Account, the customer has access to the history of their orders, and for subsequent orders they do not have to fill out the order form with their personal data again.
5. The customer may resign from having an account at any time without incurring any costs. To do this, send your resignation to the following e-mail address: dev.random.creations@gmail.com.
6. The customer's approval of the order using the "Buy and pay" button (or another button with the same wording) means:
 - submitting to the Seller an offer to purchase Goods and/or Digital Products in accordance with the options selected in the order and in accordance with these Terms and Conditions,
 - accepting the obligation to pay the price of Goods and/or Digital Products and the costs of their delivery.
7. The conclusion of the sales agreement and/or agreement for the delivery of digital content or digital services (hereinafter "Agreement") takes place at the moment of acceptance of the order by the Seller for execution (acceptance of the customer's offer), about which the Seller informs via an e-mail with confirmation of acceptance of the order for execution.
8. In the event that it is impossible to execute the order for the Goods (in whole or in part), the Seller will inform the customer about this – then the Agreement is not concluded. The Seller will also inform the customer about the existing possibilities of another method of order execution, e.g. partial execution of the order or waiting for the Seller to replenish the stock. If the order has been previously paid for by the customer and is not possible to execute, the Seller will immediately return the payments made to the customer (according to the scope of the order cancellation).
9. The Seller will provide the customer with confirmation of the conclusion of the Agreement on a durable medium at the latest at the time of delivery of the Goods / Digital Product
10. The Store is not liable for failure to deliver the order or delay in its delivery resulting from the customer providing an incomplete / incorrect delivery address or failure to provide other data necessary to execute the order.
11. The Seller reserves the right to suspend the order in a situation where the customer has provided false data or when such data raises reasonable doubts as to its correctness. In such a case, the Seller (if possible) will attempt to contact the customer to verify the truthfulness of the data provided.

V. Prices and payment methods

1. Prices of Goods and/or Digital Products are given in Polish złoty (PLN) and in gross amounts, i.e. including VAT.
2. The cost of delivery of Goods is given separately in the Store's basket, depending on the delivery method chosen by the customer. Digital Products are delivered electronically at no additional cost.
3. Available payment methods are described on the Store's website in the "Payment methods" tab and are presented to the customer at the stage of placing an order (in the basket).
4. The Store offers the following payment methods:
 - traditional bank transfer to the Seller's account

- fast electronic transfer / BLIK / payment with a so-called virtual wallet – via the payment platform:
 - PayPal
 - Przelewy24
 - card payment: Visa, Visa Electron, MasterCard, MasterCard Electronic
 - cash or card payment upon personal collection at a stationary Store point
5. If the customer has chosen to pay by regular bank transfer, payment for the order should be made within 5 days of its placement. In the absence of payment within the aforementioned period, the Agreement shall be deemed not to have been concluded. The previous sentence shall not apply to situations where the Seller offers customers deferred payment/payment in installments through an external partner.

VI. Delivery of goods

1. Delivery of the Goods takes place according to the customer's choice:
 - via a courier company
 - via Poczta Polska
 - to InPost Parcel Lockers
 - via ORLEN parcels
 - personal collection
2. The customer can also collect the order:
 - in person at the Seller's registered office
3. With the exception of Goods collected by the customer in person, the order is considered completed at the moment of sending the parcel to the customer (entrusting the parcel to a carrier engaged in transport). The exact actual delivery date of the parcel is specified by the carrier.
4. The Goods are sent by the Seller within 30 days, unless a different date is clearly specified in the product description when the customer places the order. Detailed delivery dates are provided on the Store's website in the "Order processing time" tab.
5. The Seller normally processes orders in the Republic of Poland for the costs indicated on the Store's website in the "Delivery time and costs" tab. Shipment abroad is possible for the costs indicated on the Store's website or costs individually agreed with the customer.

VII. Delivery of digital products

1. The Agreement for the delivery of a Digital Product shall be fulfilled immediately (unless otherwise stated in the Agreement) electronically by sending the customer to the e-mail address provided by them data enabling access to the purchased Product (download instructions or access data to the appropriate account).
2. Access to some Digital Products may require the creation of an account for the customer on a special platform used to share data in digital form. Such an account is created for the customer free of charge. The technical requirements for obtaining access to such an account do not differ from the technical requirements for using the Store.
3. The time (period) of access to the Digital Product (e.g. for a year) is always indicated in the description of the Product when the customer purchases it.
4. If access to the Digital Product occurs through a special platform, the customer is obliged to use it in a manner consistent with the law, in particular not to provide illegal content within the platform.
5. The customer is obliged to respect the copyrights of the Seller and/or other author of the Digital Products provided. Unless otherwise indicated by the Seller, the customer is entitled to use the purchased Digital Products only for their own needs and in a manner consistent with the intended use resulting from the Agreement. The customer is not entitled to any

other distribution of purchased digital content without the consent of the Seller. The Seller is not obliged to provide updates to the Digital Product, unless otherwise stated in its description and/or the Seller's statements posted in the Store and available to the customer at the time of purchase.

VIII. Withdrawal from the contract

1. A customer who is a consumer or an entrepreneur referred to in art. 7aa of the Consumer Rights Act (hereinafter referred to as the "Privileged Entrepreneur") has the statutory right to withdraw from the contract for the sale of Goods within 14 days of its receipt, without giving a reason, subject to the exceptions referred to below.
2. A customer who is a consumer or an entrepreneur referred to in art. 7aa of the Consumer Rights Act (hereinafter referred to as the "Privileged Entrepreneur") has the right to withdraw from the Contract for the delivery of a Digital Product (without giving a reason) within 14 days of its conclusion, unless the following conditions are met:
 - The Seller has fully performed the service or commenced the provision of digital content with the express and prior consent of the customer,
 - before the commencement of the provision, the customer was informed that after the provision of the service they will lose the right to withdraw from the contract,
 - The Seller has provided the customer on a durable medium with confirmation of the conclusion of the Contract together with information about the customer's consent to the delivery of the Digital Product in circumstances resulting in the loss of the right to withdraw from the contract.
3. To meet the deadline for withdrawal from the contract, it is sufficient for the customer to send a statement within the above deadline:
 - in electronic form to the address: dev.random.creations@gmail.com or
 - in written form to the address: ul. Jesionowa 2/4, 80-261 Gdańsk.
4. The statement of withdrawal from the contract may be submitted according to the template available here, although the use of the template is not obligatory. The Seller will immediately send the customer an e-mail confirmation of receipt of the statement of withdrawal from the contract.
5. Then, within the next 14 days, the customer should return the returned Goods at their own expense to the postal address ul. Jesionowa 2/4, 80-261 Gdańsk, Poland.
6. The Seller will immediately, no later than within 14 days of receiving the statement of withdrawal from the contract, refund to the customer:
 - the price of the Goods and/or Digital Product;
 - the costs of the original shipment of the Goods to the customer using the cheapest standard method of delivery offered in the Store.
7. In the event of the customer withdrawing from the contract for the sale of Goods, the Seller may withhold the refund until the Goods are received back, or at least the customer provides the Seller with proof of sending the item back.
8. The refund will be made using the same payment methods that were used by the customer in the original transaction, unless the customer has expressly agreed to a different solution.
9. The customer is liable for reducing the value of the returned Goods if, before submitting a declaration of withdrawal from the contract, the Goods were used in a manner other than necessary to determine the nature, characteristics and functioning of the item.

IX. Exceptions to the right to withdraw from the contract for the sale of Goods

1. The right to withdraw from the contract does not apply in the case of Contracts for the delivery of Goods:

- not prefabricated, manufactured according to the consumer's/Privileged Entrepreneur's specifications or intended to meet their individual needs (personalized goods);
- that spoil quickly or have a short shelf life (perishable goods);
- delivered in a sealed package, if the package has been opened by the customer and the goods cannot be returned after opening the package due to health protection or hygiene reasons (goods packed for hygiene reasons);
- audio, visual recordings or computer programs, delivered on a tangible medium (e.g. CD) in a sealed package, if the package has been opened after delivery;
- which after delivery, due to their nature, are inseparably connected with other goods (e.g. construction materials, if used);
- newspapers, periodicals or magazines, with the exception of a subscription agreement (paper press);
- the price of which depends on fluctuations in the financial market over which the Seller has no control and which may occur before the expiry of the withdrawal period; alcoholic beverages, the price of which was agreed upon at the conclusion of the sales contract and which can only be delivered after 30 days and whose value depends on fluctuations in the market over which the Seller has no control.

X. Complaints

1. The Seller is obliged to deliver Goods and/or Digital Products to the customer in accordance with the Agreement.
2. Towards consumers and Privileged Entrepreneurs, the Seller is liable for the compliance of the Goods and/or Digital Products in accordance with the provisions of the Consumer Rights Act. Towards other customers, the Seller is liable under the principles arising from the Civil Code.
3. Complaints can be submitted:
 - in electronic form to the following address: dev.random.creations@gmail.com
 - or in written form to the following address: ul. Jesionowa 2/4, 80-261 Gdańsk, Poland.
4. The Seller will consider the complaint in the form in which it was submitted (in writing or by e-mail) within 14 days of receiving the complaint.
5. In the event of dissatisfaction with the manner in which the complaint was handled by the Seller, the consumer and Privileged Entrepreneur may (regardless of the ordinary proceedings before a common court) also use out-of-court methods of handling complaints and pursuing claims.
6. For the above purpose, you can:
 - apply to the provincial inspector of the Trade Inspection with a request to initiate mediation proceedings on the amicable settlement of the dispute,
 - use the assistance of the district (municipal) consumer rights advocate or a social organization whose statutory tasks include consumer protection,
 - use the ODR (Online Dispute Resolution) platform, which is used for online resolution of disputes between consumers and entrepreneurs, if the dispute concerns obligations arising from a contract concluded via the Internet. More information about the ODR platform can be found here,
 - apply to the permanent consumer arbitration court with a request to resolve the dispute arising from the concluded contract.
7. Additional information on out-of-court methods of handling complaints and pursuing claims can also be obtained on the website of the Office of Competition and Consumer Protection: <https://polubowne.uokik.gov.pl/>.

XI. Product Reviews

1. In the Store, it is possible for the customer to add a product review (hereinafter “Reviews”).
2. Reviews added by the customer should be legal within the meaning of the Digital Services Act (DSA) and in accordance with good manners, which means that you cannot post Reviews:
 - of an unlawful nature;
 - contrary to good manners, and in particular: containing offensive, pornographic content, offending religious feelings, inciting racial, ethnic or religious hatred;
 - violating the rights of other people, including in particular property and personal copyrights and the right to privacy;
 - containing content or graphic elements of a commercial, advertising nature, relating to products other than those offered in the Store.
3. The Seller and/or the provider of an external program for customer satisfaction surveys / customer reviews may moderate Reviews, which means that Reviews that do not comply with the Terms and Conditions will not be published or may be deleted.
4. In the event of blocking or deleting an Opinion, the Seller will inform the customer about this, providing a justification. In such a case, the customer may file an appeal under the terms described in point XI. 5 of the Terms and Conditions.
5. Appeals against decisions regarding Opinions (hereinafter referred to as “Appeals”) may be submitted:
 - in electronic form to the following address: dev.random.creations@gmail.com or in writing to the following address: ul. Jesionowa 2/4, 80-261 Gdańsk, Poland.
The Seller will immediately confirm receipt of the Appeal in electronic form (if the person submitting the Appeal has provided the Seller with an e-mail address). The Seller will consider the Appeal in the form in which it was submitted (in writing or by e-mail) within 14 days of receiving the Appeal.
6. Every person visiting the Store has the opportunity to submit a notice to the Seller (hereinafter referred to as “Notice”) if they believe that the Store contains illegal content within the meaning of the Digital Services Act (DSA) or that is contrary to the Terms and Conditions. Notices should be submitted in electronic form to the following address: dev.random.creations@gmail.com.
7. The Seller will immediately confirm receipt of the Notification in electronic form. The Seller will consider the Notification within 14 days of its receipt, providing a justification. The person who submitted it may file an appeal against the decision of the Seller considering the Notification under the terms described in point XI. 5 of the Terms and Conditions.
8. In the event of dissatisfaction with the manner in which the Seller resolved the Appeal, the person submitting the Appeal may use out-of-court dispute resolution methods referred to in the Digital Services Act (DSA).
9. The Seller is not responsible for Opinions posted in the Store by customers, provided that:
 - does not have knowledge that the Opinion is illegal content;
 - immediately takes appropriate action to remove or prevent access to illegal content when it obtains such knowledge or information, in particular the Seller shall immediately consider Notifications.

XII. Final Provisions

1. Polish law shall apply to Agreements concluded in the Store. The Agreement shall be concluded in Polish.
2. No provision of the Terms and Conditions shall exclude or in any way limit the rights of the consumer (and the Privileged Entrepreneur) arising from the provisions of law.
3. The Seller may make changes to the Terms and Conditions at any time, and such changes shall apply to orders placed after the publication of the new version of the Terms and Conditions, and in the case of (i) previously concluded Agreements for the provision of a digital service or an electronic service, as well as in the case of (ii) customers who have an Account in the store – the customer shall be notified of the change to the Terms and Conditions and the possibility of not accepting the new content.

4. The Terms and Conditions shall apply from 31-08-2024.

Terms and Conditions of the /dev/random creations store account

I. General provisions, contact with the Seller

1. These account Terms and Conditions (“Account Terms and Conditions”) define the terms and conditions of using the customer account (“Account”) in the online store /dev/random creations (“Store”).
2. These Account Terms and Conditions constitute the Terms and Conditions of the electronic service within the meaning of the Act on the provision of services by electronic means. The Account service is an additional and secondary service in relation to the Seller’s main activity, i.e. offering customers the purchase of Goods and/or Digital Products. The Account management service is free of charge.
3. The Account Terms and Conditions supplement the Store Terms and Conditions. To the extent not regulated in the Account Terms and Conditions, the provisions of the Store Terms and Conditions apply to this service.
4. The Seller’s contact details in matters concerning the Account service are the same as in the case of the Store:
ul. Jesionowa 2/4, 80-261 Gdańsk
e-mail: dev.random.creations@gmail.com
tel.: +48739016359

II. Technical requirements and functionalities of the Account service

1. The technical requirements for using the Account service are the same as for using the Store and are indicated in point II.1. of the Store Terms and Conditions.
2. Using the Account, the Store customer can:
 - save and store their personal data (including the delivery address) in the Account, which allows them to make subsequent purchases in the Store without having to fill out the address form again,
 - view their order history,
 - view the order fulfillment status.

III. Agreement on the provision of the Account service, withdrawal from the agreement, resignation from the Account

1. The creation of an Account by the customer is tantamount to concluding an agreement for the provision of electronic services for an indefinite period. The customer may at any time resign from having an Account without giving a reason. To do this, contact the Seller electronically at dev.random.creations@gmail.com. The customer also has the statutory right to withdraw from the agreement for the provision of the Account management service within 14 days of its conclusion.

IV. Complaints

1. Towards consumers and Privileged Entrepreneurs, the Seller is responsible for the compliance of the Account service with the agreement in accordance with the provisions of the Consumer Rights Act. Towards other customers, the Seller is liable under the principles arising from the Civil Code.
2. Complaints regarding the Account service may be submitted to the Seller in accordance with the procedure provided for in items X. 3-5 of the Store Terms and Conditions.
3. In the event of dissatisfaction with the manner in which the complaint has been handled by the Seller, it is also possible to use out-of-court methods of handling complaints and pursuing claims, in accordance with the procedure described in items X. 6- 7 of the Store Terms and Conditions.

V. Personal data

1. Full information on the processing of personal data of Store customers, including for the purposes of maintaining an Account, can be found in the Privacy Policy.

VI. Changes to the Account Terms and Conditions

1. The Seller may make changes to these Account Terms and Conditions on the principles specified in point XII. 3 of the Store Terms and Conditions. If the customer does not accept the new wording of the Account Terms and Conditions, they may terminate the agreement for the provision of the Account service (by contacting the Seller electronically for this purpose) with a notice period of 14 days.

Newsletter terms and conditions in the **/dev/random creations** store

I. General provisions, contact with the Seller

1. These newsletter Terms and Conditions (“Newsletter Terms and Conditions”) define the rules and conditions for the provision by the Seller (“Seller”) – the owner of the online store **/dev/random creations** (“Store”) – of the so-called newsletter service.
2. The Newsletter is a cyclical electronic message sent by the Seller to the e-mail address of the person who has expressed the appropriate marketing consent (“Subscriber”). These messages contain in particular commercial information regarding the Store and the Seller. These messages may also contain other content related to the Seller’s activity, the Store’s industry, or educational content, which in the Seller’s opinion may be interesting and useful for customers or potential customers of the Store (“Newsletter”).
3. These Newsletter Terms and Conditions constitute the regulations of the electronic service within the meaning of the Act on the provision of services by electronic means. The Newsletter service is an additional and secondary service in relation to the Seller’s main activity, i.e. offering customers the purchase of Goods and/or Digital Products. The Newsletter service is free of charge.
4. The Newsletter Terms and Conditions supplement the Store Terms and Conditions. In matters not regulated in the Newsletter Terms and Conditions, the provisions of the Store

Terms and Conditions shall apply to this service.

5. The Seller's contact details in matters concerning the Newsletter service are the same as in the case of the Store
ul. Jesionowa 2/4, 80-261 Gdańsk
e-mail: dev.random.creations@gmail.com
tel.: +48739016359

II. Technical requirements and functionalities of the Newsletter service

1. In order to use the Newsletter service, you must have:
 - a computer or other device with software that allows you to receive emails,
 - an active email address,
 - access to the Internet.
2. By using the Newsletter, the Subscriber may receive e-mails from the Seller containing, among others:
 - information about new products and promotions in the Store,
 - discount codes and/or information about other special benefits for Newsletter subscribers,
 - other content related to the activities of the Store and the Seller, the Store's industry, or educational content, which in the Seller's opinion may be interesting and useful for customers or potential customers of the Store.
3. The Seller does not guarantee or declare a specific frequency of sending the Newsletter. The Seller decides on the time of sending, as well as the content of commercial information contained in the Newsletter.

III. Agreement on the provision of the Newsletter service, withdrawal from the agreement, resignation from the Newsletter

1. The conclusion of the Newsletter service agreement may occur:
 - when the person visiting the Store fills in the appropriate form on the Store's website, providing their e-mail address to which they wish to receive commercial information,
 - when placing an order in the Store – when the customer in the Store's basket agrees to receive commercial information by checking the appropriate checkbox.
2. The Seller may – as an incentive to subscribe to the Newsletter – offer potential Subscribers a bonus (gift, so-called lead magnet) in the form of a discount code, digital content (e.g. a free e-book) or other benefit for the subscriber related to the store's activity (e.g. a one-time free delivery of Goods) ("Bonus"). Information about the Bonus granted in connection with the Newsletter subscription is then available on the Store's website.
3. The Bonus is delivered to the Subscriber to the e-mail address provided during the subscription, immediately after the conclusion of the Newsletter service agreement. The Bonus is made available in an appropriate digital form (e.g. a link enabling the download of an e-book, a discount code, a code to be entered in the appropriate field of the Store's basket in order to receive free delivery).
4. The agreement for the provision of the electronic service of the Newsletter is concluded for an indefinite period. The Subscriber may cancel the Newsletter at any time without giving a reason. To do this, you should:
 - click on the appropriate link contained in each message sent as part of the Newsletter or
 - contact the Seller electronically.
5. The Customer also has the statutory right to withdraw from the agreement for the provision of the Newsletter service within 14 days of its conclusion.

6. The Seller may discontinue the provision of the Newsletter service at any time, of which all Subscribers will be notified.
7. If the Subscriber does not open messages sent by the Seller as part of the Newsletter for longer than 18 months, the Seller (with additional notice) discontinues the provision of the Newsletter service to that Subscriber.

IV. Complaints

1. Towards consumers and Privileged Entrepreneurs, the Seller is liable for the compliance of the Newsletter service with the agreement in accordance with the provisions of the Consumer Rights Act. Towards other customers, the Seller is liable under the principles arising from the Civil Code.
2. Complaints regarding the Newsletter service may be submitted to the Seller in accordance with the procedure provided for in items X. 3-5 of the Store Terms and Conditions.
3. In the event of dissatisfaction with the manner in which the complaint has been handled by the Seller, it is also possible to use out-of-court methods of handling complaints and pursuing claims, in accordance with the procedure described in items X. 6-7 of the Store Terms and Conditions.

V. Personal data

1. Full information on the processing of personal data of Store customers, including for the purposes of providing the Newsletter service, can be found in the Privacy Policy.

VI. Changes to the Newsletter Terms and Conditions

The Seller may make changes to these Newsletter Terms and Conditions on the principles specified in point XII. 3 of the Store Terms and Conditions. If the Subscriber does not accept the new wording of the Newsletter Terms and Conditions, they may terminate the agreement for the provision of the Newsletter service with a 14-day notice period (by contacting the Seller electronically for this purpose) or with immediate effect (in the manner specified in point III.3 of the Newsletter Terms and Conditions).