

Terms & Conditions 1/7/2020

ARTIBO provides software and personal print-on-demand publishing services that allow its Customers to create, design, layout, print and publish professional quality printed Photo Albums, Photo Books, Photo Prints.

Visitors to the Artibo website can also become registered members of the Artibo community. The services offered by Artibo include Artibo personal print-on-demand publishing services, Artibo website with Artibo community (the "Website") and any other features, content, or services offered from time to time by Artibo in connection with the Website.

This Terms & Conditions sets forth the legally binding terms for your use of the Services. By using <https://www.artibo.com/en> you agree to be bound by these Terms & Conditions whether you are a "Visitor" (which means that you simply browse the Website) or you are a "Member" (which means that you have registered with Artibo and set up an Account). The term "User" refers to a Visitor or a Member.

BY USING THE WEBSITE AND THE SERVICES OFFERED ON THE WEBSITE, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS & CONDITIONS AND ARTIBO PRIVACY POLICY WHICH ARE HEREBY INCORPORATED BY REFERENCE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS & CONDITIONS AND THE PRIVACY POLICY, YOU MAY NOT ACCESS OR USE THIS WEBSITE AND THE SERVICES OFFERED ON THE WEBSITE.

You represent and warrant that you are authorized to enter into this Agreement on behalf of yourself and/or the entity that you purport to represent.

The <https://artibo.com/en> website (the 'Website') is operated by Focus sp. z o.o. with its registered office at 36-062 Zaczernie 190, entered into the Register of Entrepreneurs kept by the District Court in Rzeszów, 12th Commercial Division of the National Court Register under KRS number: 0000815538, with the share capital of PLN 5,000.00, NIP [tax identification number]: 5170403426, REGON [statistical identification number]: 384947680, e-mail: info@artibo.com (hereinafter: Service Provider)

I. General Provisions

1. Terms & Conditions define the types and the scope of services provided by electronic means, the conditions of providing services by electronic means, the conditions for concluding and terminating contracts for the provision of services by electronic means, the rules and conditions for the provision of services from the Website, in particular the regulations and conditions for placing orders at the Website, payment or remuneration, costs, time and methods of delivery, contract termination by Customers and the complaint procedure.

1.1 The information on the Products / Goods / Services presented at the Website, in particular descriptions, technical parameters and prices do not constitute an offer for sale within the meaning of the Civil Code, but an invitation to conclude a contract.

1.2 The Service User is entitled and obligated to use the Website in accordance with its intended use.

1.3 The Service User is obligated to refrain from any behaviour that could adversely affect the proper functioning of the Website, including in particular any interference in the Website content or its technical elements, including the delivery/distribution of unlawful content. The Service User, by accepting these Terms & Conditions, declares that they will not violate the above prohibitions.

1.4 The owner, as a part of the provided services, provides Products / Goods / Services free from defects.

2. Definitions:

2.1 Website Service – Provider's service is available at the internet address: <https://artibo.com/en>

2.1.1 The owner of the service is Focus sp. z o.o. with its registered office at 36-062 Zaczernie 190, entered into the Register of Entrepreneurs kept by the District Court in Rzeszów, 12th Commercial Division of the National Court Register under KRS number: 0000815538, with the share capital of PLN 5,000.00, NIP [tax identification number]: 5170403426, REGON [statistical identification number]: 384947680, e-mail: info@artibo.com, telephone number: UK/IE +44 (0) 20-8089-5616* (Telephone charge as per standard call - in accordance to relevant operator's tariff).

2.1.2 WORKING DAY - a day from Monday to Friday, excluding Polish public holidays.

2.1.3 ORDER FORM - interactive form available on the website enabling the selection of the project, its completion by the Customer and placing an order.

2.1.4 WORKING HOUR - one full hour between the regular working hours of Users assigned domain

2.1.5 CUSTOMER – Recipient of the service, who intends to enter or has entered into a contract of manufacturing the Product through Internet Service.

2.1.6 ACCOUNT - marked with an individual name (login) and password given by the Client, it's the collection of resources in the IT system of the Service Provider, in which service Recipient's data are collected including the information about placed Orders.

2.1.7 PRIVACY POLICY - document constituting Appendix 1 hereto.

2.1.8 PRODUCT - it's a movable good, manufactured by Website Service, according to the Project defined and completed by the Customer and which is, or will be the subject of a contract between the Customer and the Website Service.

2.1.9 PROJECT - template of the future Product made available on the website, completed by a Customer supplementing it with the texts, graphic and/or colour elements.

2.1.10 REGULATIONS - these Terms & Conditions.

2.1.11 SERVICE USER - a private individual with full legal capacity, legal person or organizational unit without legal personality, which uses the service provided electronically by the Service Provider.

2.1.12 SERVICE PROVIDER - the company Focus sp. z o.o. with its registered office at 36-062 Zaczernie 190, entered into the Register of Entrepreneurs kept by the District Court in Rzeszów, 12th Commercial Division of the National Court Register under KRS number: 0000815538, with the share capital of PLN 5,000.00, NIP [tax identification number]: 5170403426, REGON [statistical identification number]: 38494768, e-mail: info@artibo.com, telephone number: +44 (0) 20-8089-5616* (Telephone charge as per standard call - in accordance to relevant operator's tariff).

2.1.13 ORDER - the Customer's statement of will placed with the use of Order Form and constituting an offer to draw a contract to manufacture the Product through Internet Service.

2.1.14 POSITIVE VERIFICATION OF THE ORDER – the positive verification of the order consists of a correctly completed Order Form, sending the Project/Order selected and previously accepted by the Service User and the confirmation of the payment for the Order.

II. Types and scope of services provided electronically

1. The Service Provider provides through the Internet by electronic means services such as:

1.1 Website Account management.

1.1.1 Account - Use of Accounts is possible after meeting together two consecutive steps - (1) filling out the Registration Form, (2) clicking on the "Register" button.

1.1.2 It is necessary to provide the following Recipient's information on the Registration Form: full name, an email address and an individual password.

1.2 Ordering service - enables to place an Order on the website by filling in the Order Form.

1.2.1 Order Form – use of the Order Form starts from the moment of adding first Product to the electronic shopping basket in the Online Shop.

1.2.2 Placing orders after meeting a total of two consecutive steps (1) after completing the Order Form (2) and clicking the 'Order' - until then, there is the possibility of self-modification of data input (to do this, follow the prompts and information available on the website online shop).

1.2.3 In the Order Form, it is necessary to provide the following information: name/company name, address (street, house/flat number, postal code, city, county), e-mail address, telephone number, product(s), the characteristics of the product(s), quantity of product(s), place and method of delivery, method of payment. In case of the Customers who are not consumers must also provide their company name and tax identification number.

1.3 Newsletter – you can sign up for the Newsletter by clicking on the 'Sign up' button in a Newsletter banner available on the Website - you provide there your email address to which next editions of the Newsletter will be sent. You can also subscribe to our Newsletter, by ticking an appropriate checkbox in the Customer Area.

III. Conditions governing the provision of electronic services

1. The payment:

1.1 Provision of electronic services by the Service Provider is free.

2. The period for which the agreement is concluded:

2.1 The contract for the provision of electronic services consisting of running an account on the website is concluded for an indefinite period.

2.2 The contract for the provision of electronic services consisting of enabling the submission of the Order on the website by filling Order Form is concluded for a period of time and shall terminate upon the submission of orders or cancellation of its submission by the Customer during the ordering process.

3. The technical requirements necessary to work with the Online Designer and the ICT system, which is used by the Service Provider:

3.1 Desktop devices such as personal computers or laptops with Internet access. Smartphones and tablets are not supported.

3.2 Operating system: Windows XP, Vista, 7, 8, 10, IOS (only if using Google Chrome browser). Linux system is not supported.

3.3 Google Chrome or Mozilla Firefox internet browser. Other browsers may cause issues during creating a project.

3.4 Latest version of Adobe Flash Player (download here: <http://get.adobe.com/pl/flashplayer/>)

4. Customer must not deliver illegal content. Also, Customer declares that he/she is the owner of the provided content or has the right to use the content. The provided content must not infringe any goods from third party people.

5. Conditions for drawing contracts for the provision of electronic services

5.1 The contract for the provision of electronic services, which consists of account management on the website.

5.1.1 To sign the contract for the provision of electronic services, consisting of account management on the Website, you need to fill in the Registration Form mentioned in section II paragraph 1.1 and an account will be created.

5.2 The contract for the provision of electronic services is to enable the submission of Order on the Website by filling in the Order Form.

IV. Conditions for drawing of the product manufacture contract

1. Ads, advertising, price lists and other information on products listed on the Website, and in particular their descriptions, technical and performance characteristics and price, constitute the invitation to draw the contract, within the meaning of art. 71 of the Civil Code of 23 April 1964. (Dz. U. No. 16, pos. 93, as amended.)

2. Products prices shown on the website are shown in GBP for Users based in the United Kingdom and EUR for the Users based in European Union. Products prices shown on the website contain all the charges, including VAT, customs duties and any other charges. Prices do not include, however, shipping costs, which are indicated when placing orders.

3. Product's price visible on the Website is valid at the time of placing the Order by the Customer. This price will not change regardless of the price changes on the Website, which may arise in relation to individual products at the time Customer places the order.

4. In the case of the non-standard products, created as a result of individual arrangements with the Customer, there is a possibility of the individual valuation of such products.

5. Drawing of the contract for the Product manufactured with the use of Order Form.

5.1 To draw the contract for the Product manufacture it is required to place the Order by the Customer in accordance with section II, paragraph 1.2.

5.2 After placing the Order in accordance with section II, paragraph 1.2, the Service Provider shall immediately confirm the receipt, which obliges the Customer to be responsible for his/her Order and the Order is passed to production. The Service Provider will confirm that the Order has been received and sent off to production via an email containing:

5.2.1 Confirmation of all relevant elements of the Order.

5.2.2 Statement Website of the receipt of orders.

5.2.3 Statement Website of acceptance of orders.

5.2.4 Upon receipt of the e-mail, agreement for product's performance is concluded between the Customer and the Service Website.

5.3 Each contract for the performance of the Product will be confirmed by an electronic invoice delivered by email, on request, VAT invoice will be sent via email.

5.4 Website will send or make available to the Customer an invoice by electronic means after each payment. The Customer expressly agrees to receive invoices electronically.

5.5 The Service Provider is obligated to deliver the ordered goods within a period not exceeding 30 calendar days, counting from the date of the Positive Order Verification

V. Methods of payment

1. Our Internet Service provides the following methods of payment: electronic payment through the services: [PayLane](#) and/or [PayPal](#).

VI. Delivery Method

1. Our Internet Service provides the following delivery methods:

- 1.1 Courier parcels,
- 1.2 Consolidated parcels

2. Any shipping charges are indicated in the basket and through the confirmation emails.

3. Delivery service time is composed of the time between the order being placed and the order leaving our warehouse and between the time it will take the courier to deliver the parcel to the Customer.

3.1. Shipping time: 5-8 working days, counted from the day of dispatch.

3.2 The Online Shop is obliged to deliver the ordered goods within a period not exceeding 30 days from the date of the agreement.

3.3 The shipping time provided on our Website does not include the production time. The production time for the standard order takes 5 working days.

3.4 The ordered goods are delivered on weekdays from Monday to Friday.

3.5 Once the Order has been paid and the destination country has been chosen, it is not possible to change the destination country.

3.6 The shipping fee depends on the chosen delivery method as well as the product and number of pieces in the order.

3.7 Shipping costs may vary, depending on the destination country.

VII. Conditions for terminating contracts of electronic services

1. Termination of the agreement of electronic services:

1.1 The Service User can terminate the contract of electronic services(maintaining an account on the Website).

1.1.1 The Service User is able to terminate the Account agreement by contacting Customer Service team via email: info@artibo.com or by phone: UK +44 (0) 20-8089-5616* (Telephone charge as per standard call - in accordance to relevant operator's tariff).

1.2 Customer may terminate the agreement by sending an appropriate statement via e-mail to the address: info@artibo.com.

1.3 The Service Provider may terminate the agreement of electronic services if the Service User provides illegal content.

1.4 The agreement will expire after 7 days from the date of submission of a declaration of intent of termination (notice period).

1.5 Termination leads to the destruction of the legal relationship with effect for the future, so does not lead to the elimination of the legal consequences that arose earlier - the duration of the contract.

2. Service Provider and the Service User may terminate the contract for the provision of electronic services at any time by agreement of the parties.

IX. Procedure of complaint

1. Claims arising from non-compliance with the agreement of the Product:

1.1 Base and responsibilities of the Website to the Customer who is also a consumer within the meaning of Article. 221 of the Civil Code of 23 April 1964. (Journal of Laws No. 16, pos. 93, as amended) for non-compliance of the Product of the agreement are determined by the Act on special conditions of consumer sales and amending the Civil Code of July 27, 2002. (Journal of Laws No. 141, item. 1176, as amended).

1.2 Notification of non-compliance with the contract of the Product and the respective request can be made by sending an e-mail to orders@artibo.com.

1.3 Claims Department will address Customer's demands no later than 14 working days after the complaint has been submitted, within this time frame, a response to the complaint will be sent to the address specified by the Customer or in any other manner provided by the Customer.

1.4 In the case of products covered by the guarantee, the Claims Department informs that the warranty on the product does not exclude, limit or suspend the rights of the Service User arising from the incompatibility of the Product of the agreement.

2. Claims related to the provision of electronic services by the Internet Service.

2.1 Complaints related to the provision of services via the Website Service can be sent using the Claim Form located in the [Downloads](#) section and sent via email to orders@artibo.com.

2.2 It is recommended that the Customer includes in the above email as much information and facts concerning the subject of the complaint, type and date of irregularities with sales document (electronic invoice/receipt) to the product in question and contact information - this will facilitate and expedite the consideration of the complaint by the Service Provider.

2.3 Consideration of a complaint by the Service Provider shall take place immediately, no later than within 14 working days.

2.4 The response from the Claims Department on a complaint is sent to the email the Customer specified in the claim form or in a different manner specified by the Customer.

3. The Complaint Procedure

3.1 In order to recognize a complaint made by Customer concerning damaged Goods / Products / Services in delivery, Customer is obligated to report such damage to the Service Provider in the manner described in section IX paragraph 2, within 14 days from the date of detecting the damage along with a detailed description and photos of the issue.

3.2 Complaints about damaged Goods / Products / Services in delivery which were ordered at the Website may be submitted via the Complaint Form available on the Website in the Download section or by communicating such a request via email to orders@artibo.com.

3.3 The Service Provider will respond to a complaint made by the Customer within 14 working days from the date of their submission, as well as inform the Customer about the further course of proceedings.

3.4 Compensation liability of the Service Provider towards the Customer due to lost profits, loss of the company's reputation or image, consequential and indirect damages is excluded. Any compensation liability of the Service Provider towards the Customer related to the purchased Product / Good / Service is limited to its selling price.

3.5 In other matters not regulated in section IX paragraph 3, the relevant provisions of the Terms & Conditions regarding the Complaint Procedure shall apply. In other cases, the relevant provisions of the Civil Code shall apply.

4. Damaged goods / products in delivery

4.1 In case of damaged goods / products, the courier needs to fill out the damage report.

4.2 The courier's duty is to have a parcel damage protocol.

4.3 Before signing the damage protocol, the protocol should be read carefully and special attention should be paid to the compliance of the information contained therein with the actual condition of the parcel (damage to the packaging, warning signs).

4.4 In case of refusing to accept the parcel due to its damage, the refusal should be clearly marked on the consignment note. This will significantly simplify and speed up the complaint procedure.

X. Rights of withdrawal

1. In accordance with Consumer Rights Act (2015), the right of withdrawal does not apply to products that are produced in accordance with Customer's specification or tailored specifically to the personal needs of the Customer. As all our products are personalised and produced in accordance with Customer's specification and have no value on the open market, we are, unfortunately, unable to accept returns unless the ordered products are faulty. In case if the ordered goods are faulty, damaged or different from

those you ordered, please contact our Customer Service department by sending an email to orders@artibo.com using the Complaint Form available in the Downloads on our Website.

XI. Additional information

1. Information on methods and technical means for detecting and correcting errors in data entry:

1.1 When submitting orders, until Customer presses the "Order" as described in section II paragraph 1.2 of this Terms & Conditions, the Customer has the option to modify the data entered by navigating to the Basket and clicking on the "Edit" next to the "Order".

1.2 Verification, error correction, correction of orders, or order termination can be made by sending an e-mail to the Service Providers (the Website) for address: orders@artibo.com or by phone: UK +44 (0) 20-8089-5616* (Telephone charge as per standard call - in accordance to relevant operator's tariff) no later than one hour after Service Provider has verified and accepted order into production and only if the production process has not yet commenced.

2. Information on the principles and methods of preservation, protection, and sharing by the Service Provider (Internet Service) on the other side of the concluded agreement:

2.1 Consolidation, security and access to the concluded contract for the provision of electronic services occurs by sending relevant e-mail after the conclusion of the contract.

2.2 Consolidation, security and access to the concluded execution of the Product occurs in two ways:

2.2.1 Customer by sending an e-mail concluded agreement and

2.2.2 By printing and handling the Customer specifications contracts and proof of purchase.

2.3 The content of the concluded agreement is further perpetuated and protected in the IT system of the Service Provider and made available on Customer's demand.

2.4 Baskets, which were ordered, and for which payment has not been settled, will be removed from the Service Provider's servers after 60 days from the date of the Order. Removal of Baskets is also associated with the project removal, located in the Basket.

2.5 Baskets ordered and paid for, will be removed from the Service Provider's servers after 400 days from the date of the Order. Removal of Baskets is also associated with the removal of the project, located in the Basket.

3. After dispatch of the purchased goods Service Provider, under the agreement with the Service User, is entitled to send to the Service User an e-mail invitation to complete the survey in order to investigate his/her opinion on the transaction. The Service User is entitled, but not obliged to comply with it.

4 Storage of files:

4.1 Ordered and paid – deletion after 400 days from the date of the order placement.

4.2 Projects in the Online Designer are kept for 60 days if left unattended (are not ordered).

XII. Final Provisions

1 The agreements concluded by Website service are concluded in accordance with Polish law and are subject to Polish jurisdiction.

2 In matters not covered by these regulations are applied: the Civil Code of 23 April 1964. (Journal of Laws No. 16, pos. 93, as amended.); Act on electronic services of 18 July 2002. (Journal of Laws No. 144, item. 1204, as amended.); Act on protection of consumer rights and liability for damage caused by a dangerous product of 2 March 2000. (Journal of Laws No. 22, item. 271 as amended.); Act on specific terms of consumer sales and amending the Civil Code of July 27, 2002. (Journal of Laws No. 141, item. 1176, as amended.) And other relevant provisions of Polish law.

3 Dispute Resolution:

3.1 Any disputes arising between the Service, and the Service who is also a Consumer within the meaning of art. 221 of the Civil Code of 23 April 1964. (Journal of Laws No. 16, pos. 93, as amended.) are subject to the courts competent in accordance with the provisions of the Code of Civil Procedure of 17 November 1964. (Journal of Laws No. 43, pos. 296 as amended.).

3.2 On 15 February 2016, the EU Commission created a platform for out-of-court dispute resolution. This gives consumers the opportunity to resolve disputes related to their order placed online off the court. To access the platform please go to the website: [Online Dispute Resolution | European Commission](#)

4 These Terms & Conditions are effective from 01/07/2020 and may be changed by the Service Provider at any time.

4.1 The change to the regulations is valid within the time limit given by Focus Sp. z o. o. not earlier than within 10 days from the date of providing information about their change on the Website www.artibo.com/en along with the standardised text of the regulations. The orders for products placed before the entry into force of the new Terms & Conditions are subject to the rules set out in the current Terms & Conditions; the change to the regulations does not affect the rights and obligations of the parties of the contract set out before the change enters into force. In order to bind the Customer with the amended regulations, their acceptance is required at the moment of the first registration on the Website; the lack of the acceptance is tantamount to terminating the contract. In addition, the Customer has the right to terminate the contract for the provision of services by electronic means.

4.2 The Customer has the right to use the out-of-court method of dealing with complaints and pursuing claims before the Permanent Consumer Arbitration Court at the Provincial Inspector of Trade Inspection.