

TERMS AND CONDITIONS

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.

Visitors to the Artibo website can also become registered members of the Artibo community. The services offered by Artibo include the Artibo personal print-on-demand publishing services, the Artibo website with the 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 of use sets forth the legally binding terms for your use of the Services. By using <https://www.artibo.com/> you agree to be bound by these Terms of Use 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 OR APP AND THE SERVICES OFFERED ON THE WEBSITE AND APP, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS AND THE ARTIBO PRIVACY POLICY WHICH ARE HEREBY INCORPORATED BY REFERENCE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND 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 www.artibo.com website (the "Website") is operated by Cyfrowa Foto Sp. z o.o. based in Zaczernie 190, 36-062 Zaczernie, Poland, VAT 231 612644, NIP (Polish Identification Number): 813 3469935, National Business Registry Number: 180149478, National Court Register Number: 0000259700, e-mail: info@artibo.com (hereinafter: Service Provider)

1. General Provisions

1.1. Terms of Use 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 on the territory of United Kingdom, Republic of Ireland, French Republic, Lithuanian Republic, Federal Republic of Germany, Republic of Austria, Italian Republic, Kingdom of Belgium, Kingdom of Spain, Kingdom of the Netherlands, Slovak Republic, Republic of Poland, in particular the regulations and conditions for placing orders at the Website, costs, methods of payment, time and methods of shipping, contract termination by Customers and the complaint procedure.

1.1.1. 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.

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

1.1.3. 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 of Use, declares that they will not violate the above prohibitions.

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

1.2. Definitions:

1.2.1. Internet Service – Provider's service is available at the Internet address: <https://www.artibo.com/>

1.2.2. The owner of the service is Cyfrowa Foto Sp. z o.o. located at: Zaczernie 190, 36-062 Zaczernie, Poland, VAT 231 612644, NIP (Polish Identification Number): 813 3469935 , REGON No.180149478 e-mail: info@artibo.com

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

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

1.2.5. WORKING HOUR - one full hour between 8:00 a.m. to 4:00 p.m. GMT+1 on Working Days.

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

1.2.7. 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.

1.2.8. PRIVACY POLICY - document constituting Appendix 1 hereto.

1.2.9. 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.

1.2.10. 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.

1.2.11. REGULATIONS - these Terms of use.

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

1.2.13. SERVICE PROVIDER - the company Cyfrowa Foto Sp. z o.o. Zaczernie 190, 36-062 Zaczernie, Poland, VAT 231 612544, e-mail: info@artibo.com, telephone number: (+44) 2034 095560 (Telephone charge as per standard call - in accordance to relevant operator's tariff).

1.2.14. 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.

1.2.15. 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 Buyer User and the confirmation of the payment for the Order.

2. Types and scope of services provided electronically

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

2.1.1. Website Account management.

Account - Use of Accounts is possible after meeting together two consecutive steps - (1) fill in the Registration Form, (2) click on the "Register". The Registration Form is necessary to provide the following Recipient's information: full name, e-mail address and an individual password.

2.1.2. Enable to place the Order on the website by filling in the Order Form.

Order Form – use of the Order Form starts from the moment of adding first Product to the electronic shopping basket in the Online Shop. Placing orders after meeting a total of two consecutive steps - (1) after completing the Order Form and (2) 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). 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 your company name and tax identification number.

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 e-mail address to which next editions of the Newsletter will be sent. You can also subscribe to our Newsletter, by ticking appropriate checkbox while creating an account - with the creation of the Customer's Account, he/she is signed up for the Newsletter.

3. Conditions governing the provision of electronic services

3.1. The payment:

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

3.2. The period for which the agreement is concluded:

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

3.2.2 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 ordering process.

3.3. The technical requirements necessary to work with the online editor and the ICT system, which is used by the Service Provider:

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

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

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

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

3.4. Customers 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 of third party people.

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

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

4.1.1. To sign the contract for the provision of electronic services, consisting of account management on the Website, you need to fill in the Order Form in caption.

4.3.5. When placing orders on the Website, please tick the box that you need to create a new account and enter the password - at the time of placing the order, the account is created according to caption.

4.3.9. The account is created.

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

5. Conditions for drawing of the product manufacture contract

5.1. 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.)

5.2. Products prices shown on the Website contain all the charges, including VAT, customs duties and any other charges. Prices do not include, however, delivery costs, which are indicated when placing orders.

5.3. 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.

5.4. 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.

5.5. Drawing of the contract for the Product manufacture with the use of Order Form.

5.5.1. To draw the contract for the Product manufacture it is required to place the Order by the Customer in accordance with paragraph. 4.2.

5.5.2. After placing the Order in accordance with paragraph. 4.2. Internet Service shall immediately confirm the receipt, which obliges the Customer to be responsible for

his/her Order and the Order is passed on to for production. We will confirm that we received the Order and sent it off to production via an e-mail containing:

5.5.2.1. Confirmation of all relevant elements of the Order.

5.5.2.2. Statement Website of the receipt of orders.

5.5.2.3. Statement Website of acceptance of orders.

5.5.2.4. Link to these Terms of use.

5.5.3 Upon receipt of the e-mail referred to in point.

5.4.2. agreement for product's performance is concluded between the Client and the Service Website.

5.6. Each contract for performance of the Product will be confirmed by electronic invoice delivered by e-mail, on request, VAT invoice, which will be sent via email.

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

5.8. The Products have a barcode printed on the removable sticker. The Products have printed logo of the Website on the back cover. The logo print can be omitted only when such option is selected on the Order Form and the additional charge is paid.

5.9. 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

6. Methods of payment

6.1. Our Internet Service provides the following methods of payment: electronic payment through the services: PayLane.

7. Delivery Method

7.1. Our Internet Service provides the following delivery method: consolidated parcels and Courier parcels.

7.2. Any delivery charges are indicated in the basket and through the confirmation e-mails.

7.3. Shipping service time - is composed of the time between the order leaving our warehouse and between the time it will take the courier to deliver the parcel to the customer.

7.3.1. Delivery time: 5-7 working days counting from the day of dispatch.

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

7.3.3 The delivery time provided on our Website does not include the production time. We need up to 5 working days to produce the products.

7.3.4 Shipments are delivered on weekdays from Monday to Friday.

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

7.3.6 The price of delivery changes depending on the chosen delivery method as well as the product and number of pieces in the Order.

7.3.7 Delivery costs may vary, depending on the destination country.

8. Conditions for terminating contracts of electronic services

8.1. Termination of the agreement of electronic services:

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

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

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

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

8.1.5 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.

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

9. Procedure of complaint

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

- 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.).

- Notification of non-compliance with the contract of the Product and the respective request can be made by sending an e-mail using the Claim Form .

- Internet Service will address Customer's demands immediately, but no later than within 14 days. A response to the complaint is sent to the address specified by the customer or in any other manner provided by the Client.

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

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

- Complaints related to the provision of services via the Internet service can be send using the Claim Form in the Help section.
- It is recommended that the client include in the above e-mail as much information and facts concerning the subject of the complaint, type and date of irregularities, and contact information - this will facilitate and expedite the consideration of the complaint by the Service Provider.

Please attach a sales document (electronic invoice/receipt) to the complained product. The Service Provider shall consider a complaint immediately, no later than within 14 days.

- The response from the Provider on a complaint is sent to the e-mail the Customer specified in the claim form or complaint in a different manner specified by the Client.

9.3. The complaint procedure

9.3.1 In order to recognise 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 paragraph 9.3.2 within 14 days from the date of detecting the damage (but no later than within 30 calendar days from the date of the Order delivery) along with a detailed description and photos of the issue.

9.3.2 Complaints about damaged Goods / Products / Services in delivery which were ordered at on the Website may be submitted via the Complaint Form available at on the Website or by communicating such a request via email.

9.3.3 The Service Provider will respond to a complaint made by the Customer within 30 calendar days from the date of their submission, as well as inform the Customer about the further course of proceedings.

9.3.4 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.

9.3.5 In other matters not regulated in Sections 9.3.1-9.3.5, the relevant provisions of the Terms of Use regarding the Complaint Procedure shall apply. In other cases, the relevant provisions of the Civil Code shall apply.

9.4. Damaged goods / products in delivery

9.4.1 In case of damaged goods / products, the courier is obligated to fill in the damage report.

9.4.2 The courier duty is to have a parcel damage protocol.

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

9.4.4 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.

10. Right of withdrawal

10.1. The Customer who has concluded a distance contract may withdraw from it without giving any reasons by submitting a relevant statement in a written form within 14 calendar days from the date of the conclusion of the contract, or by sending such a declaration to the email address: info@artibo.com.

10.2. In case of the withdrawal from the contract, the contract is considered invalid and the Customer is released from any obligations. All payments made along with the shipping costs are returned to the Customer.

10.3. The return should take place immediately but no later than within 14 calendar days.

10.4. The Service Provider will refund the price paid to the bank account number indicated by the Customer or in another way indicated by the Customer.

10.5. The 14-day period, in which the Customer may withdraw from the contract, counts from the day of delivery of the item, and when the contract concerns the provision of the service – from the date of its conclusion.

10.6. 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 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 info@artibo.com or via the complaint form available on our website.

11. Additional information

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

11.1.1. When submitting orders, until you press the "Order" in point. 4.3.9. of this Terms of use, the customer has the option to modify the data entered by clicking on the "Go to Cart" next to the "Order" and the corresponding modification of the data entered.

11.1.2. Verification, error correction or correction of orders can be made also by sending an e-mail to the Service Providers (the Website) using address:
info@artibo.com

11.2. 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:

11.2.1 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.

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

11.2.2. By sending an e-mail to the Client with concluded agreement and by printing and handling the Customer specifications contracts and proof of purchase.

11.2.3 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.

11.2.4 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 associated with the project removal located in the Basket.

11.2.5 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 associated with the project removal, located in the Basket.

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

11.4. Storage of files:

11.4.1 The Service Provider undertakes to inform the Customer and send **him/her** an e-mail regarding the project deletion date.

11.5. Projects that are in the Cart or have been ordered, but not yet paid for, are on our server for 3 months. When this time expires the projects are removed. In the case of a project that has been paid for, the storage time is: 6 months for calendar projects, 3 weeks for prints, 13 months for all other projects.

12. Final Provisions

12.1. The agreements concluded by internet service are concluded in accordance with Polish law.

12.2. 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.

12.3. Dispute Resolution:

12.3.1. 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.).

12.3.2. On 15 February 2016, the EU Commission has 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:

<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

12.4. These Terms of Use are effective from 01/05/2016 and may be changed by the Service Provider at any time.

12.4.1. The change to the regulations is valid within the time limit given by Cyfrowa Foto 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 along with the standardised text of

the regulations. The orders for products placed before the entry into force of the new Terms and Conditions are subject to the rules set out in the current Terms and 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-at 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.

12.4.2. The Customer has the right ~~to~~ 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.

12.4.3. These Terms of Use have been created in compliance with the Polish law. Any information included in the document should be considered based on the Polish law and the Polish language. Terms and Conditions have been created in 2 (two) language versions: Polish and English. In case of any doubts regarding the content of the regulations, the binding and official version is the Polish one.