

tsop.pl

Terms and Conditions

Date of publication: June 1st 2014

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1 Part One

1.1 About the Document

1.1.1 Document Description

The following Terms and Conditions specify the types and range of services provided electronically at the tsop.pl domain name and its subdomains, technical requirements necessary to connect to TSOP Services, conditions for concluding and terminating contracts and customer complaint procedures.

1.1.1.1

The following terms and conditions apply to Europe and all other territories, with respect to current national and international legislation.

1.1.1.2

Electronic services of tsop.pl shall be provided according to regulations of this document - it also applies to all purchase agreements made via the tsop.pl website.

1.1.1.3

Service Provider does not recognize any other terms and conditions regarding tsop.pl services, including opposing or deviating provisions made by a Customer.

1.2 Linguistic terms

1.2.1 Definitions

1.2.1.1 Customer

Within the scope of this document, the term Customer shall mean a non-taxable person purchasing tsop.pl product and services for the purposes not related to his economic activity. According to current legislation, any creative activity, paid in the form of fees for the transfer of license within the meaning of Copyright Law, is not considered an economic activity.

1.2.1.2 Service Provider

Within the scope of this document, the terms We or Service Provider shall mean the provider of tsop.pl website services, which is:
ULTREC Tomasz Warsztocki
Ryszarda 31

05-800 Pruszków, Poland
VAT-ID: PL5341077087

1.2.1.3 TSOP Services

Within the scope of this document, the term TSOP Services shall mean the internet pages and services delivered and controlled by the Service Provider, located at the tsop.pl domain name and its sub-domains: www.tsop.pl and shop.tsop.pl.

1.2.1.4 Public Access Zone

Within the scope of this document, the term Public Access Zone shall mean a subset of TSOP Services available anonymously for unregistered visitors of the tsop.pl website. Users do not have to create individual accounts or log-in to view Public Access Zone web pages.

1.2.1.5 Restricted Access Zone

Within the scope of this document, the term Restricted Access Zone shall mean the subset of TSOP Services available only for registered users after successful log-in.

1.3 Customer

1.3.1 About Customer

1.3.1.1

Customer of TSOP Services may be any natural, non-taxable person purchasing tsop.pl product and services for the purposes not related to his economic activity. According to current legislation, any creative activity one must pay for in the form of fees for the transfer of license within the meaning of Copyright Law, is not considered an economic activity.

1.3.1.2

A Person becomes a Customer after successful registration in TSOP Services. The registration requires entering selected personal data and address. The registration form does not allow to enter VAT ID.

1.3.1.3

The place of supply of services shall be determined solely on the registration data entered by a Customer during registration. The Customer is liable for any compliance with actual state or any damage resulting from entering false data. The place of supply of services shall be the place where the Customer have his permanent address or usually reside.

1.4 Service Provider

1.4.1 About Service Provider

1.4.1.1

The Service Provided is
ULTREC Tomasz Warsztocki
Ryszarda 31
05-800 Pruszków, Poland
providing internet services located at the tsop.pl domain name.

* * *

2 Part Two

2.1 Place of supply of services

2.1.1 Determining the place of supply of services

2.1.1.1

The place of supply of services is determined in accordance to current national and international legislation, including VAT directives. The place of supply of services shall be the place where a Customer have his permanent address or usually reside.

2.2 Services – Public Access Zone

2.2.1 General provisions on Public Access Zone

2.2.1.1

All tsop.pl website content including page contents and downloads are the property of Service Provider or other individuals indicated with a publication of a resource. It is not allowed to copy a resource or use it outside of TSOP Services without appropriate license.

2.2.1.2

This document shall be available for free on the TSOP website both as a regular web page text and as a printer-friendly PDF version.

2.2.1.3

The Service Provider places marketing information allowing for evaluation of his commercial offer within the Public Access Zone.

2.2.1.4

According to current legislation, all marketing information directed to a Customer will be posted with the previous consent he made on HTML form. Computer data documenting such consent is stored on TSOP servers.

2.2.2 Informative Part of the TSOP Website

2.2.2.1

The Informative Part of TSOP Website is located at the www.tsop.pl domain name. Users have anonymous access to the pages, with no need for registration and logging-in.

2.2.2.2

The Service Provider holds all copyrights and industrial property rights to the content of the Informative Part, including photos, animations, logotypes, movies and web page texts. It does not apply to licensed content published under a permission of a third party. Such content will be clearly indicated and accompanied by the proper license agreement.

2.2.2.3

Customer has the right to view pages of Informative Part of TSOP Website for free, excluding clearly indicated licensed content accompanied by the proper license agreement that lays down conditions of legal use.

2.2.2.4

The Service Provider shall clearly mark the resource with particular license, and shall attach the text of the license next to the resource.

2.2.2.5

Customer should read the attached license prior to using the resource. Viewing, reading, copying or downloading the resource will be regarded the acceptance of all terms and conditions lay down in the attached license.

2.2.3 The Publicly Accessible Part of TSOP On-line Shop

2.2.3.1

The publicly accessible part of TSOP on-line shop consists of web pages available anonymously at the shop.tsop.pl domain name. Users do not have to register or log-in to get full access.

2.2.3.2

Customer can view the pages for free. The Service Provider holds all copyrights and industrial property rights to all the content including photos, animations, logotypes, movies and web page texts. It does not apply to licensed content published under a permission of a third party. Such content will be clearly indicated and accompanied by the proper license agreement.

2.2.3.3

The Service Provider shall clearly mark the resource with particular license, and shall attach the text of the license next to the resource.

2.2.3.4

Customer should read the attached license prior to using the resource. Viewing, reading, copying or downloading the resource will be regarded the acceptance of all terms and conditions lay down in the attached license.

2.3 TSOP Services – Restricted Access Zone

2.3.1 Individual User Account

2.3.1.1

A Customer gets access to the Restricted Access Zone of TSOP Services only after establishing an Individual User Account in the Service Provider IT System.

2.3.1.2

Customer's Individual User Account is created on proper registration using the HTML registration form filled and submitted to the Service Provider IT System. The form is available via the TSOP website's main menu option for free.

2.3.1.3

Customer is responsible for entering correct registration data, and will be liable for any lost or damage resulting from entering false data into the registration form.

2.3.1.4

Services of Restricted Access Zone will be provided on the registration data submitted by a Customer. In particular, a place of supply of services will be concluded from address fields.

2.3.1.5

Inactive User Account is created immediately after receiving correct registration form from a Customer. A registration confirmation page will be displayed showing results of current processing. An activation email will be posted to the Customer's e-mail address he entered in the registration form, containing an activation link he has to follow to activate the account and complete the registration process.

2.3.1.6

A Customer activates his Individual Account only once, by opening the activation link in a browser. TSOP Services will display the Activation Confirmation Page after successful activation or the Activation Error Page when error occur.

2.3.1.7

A Registered Customer can modify some registration data via the „My Account” option of website's main menu (or its translation depending on current language). Current database records will be updated immediately after receiving correct HTML form. Customer is responsible for entering real and correct data, and will be liable for any lost of damage resulting from entering false data.

2.3.1.8

Features of Individual User Account include viewing purchase orders, purchased products, payments, TSOP Services system events, sending and receiving system Messages.

2.3.1.9

The Password Recovery feature is also available, allowing for password recovery in the case of accidental lost of log-in credentials.

2.3.1.10

All Customer's personal data will be stored on TSOP Services servers according to current legislation on personal data protection.

2.3.1.11

According to current legislation on VAT, the address data provided during the registration must match tax office or population register current records.

2.3.2 Inactivation of Individual User Account

2.3.2.1

Inactivation of Customer's Individual User Account requires sending a Message with the topic "Inactivation of Member Account" (or its translation depending on current language version) by the Customer. Inactivation shall be carried out immediately by the Service Provider, taking into account any related legal rules and technical requirements of IT system.

2.3.2.2

Service Provider retains the rights to store Customer's personal data after the inactivation for the purposes of tax reporting and inspection.

3 Part Three

3.1 TSOP Services rules

3.1.1 General rules

3.1.1.1

The Service Provider reserves the right to withdraw from the contract when it requires an implementation of administrative procedures for a change of tax rate or a place of supply of services.

3.1.1.2

It is forbidden to use any feature of TSOP services to block or disrupt other user's regular operations, or for any other purposes it is not intended to including violation of IT system integrity.

3.1.1.3

It is forbidden to use TSOP Services to commit any prohibited act within the meaning of current legislation.

3.1.1.4

Customer is not allowed to use TSOP Services to send spam e-mails or distribute illegal content including sexual content or illegal software.

3.1.1.5

Customer is not allowed to violate any rights of a third party by the way he utilizes TSOP Services.

3.1.1.6

The Service Provider shall conclude that the Customer who is not fully legally capable utilizes TSOP Services with the consent of his fully legally capable representative. It applies, in particular, to any purchase contracts made via TSOP Services.

3.1.1.7

Any negotiated prices are valid only for the time of current internet connection between Customer's computer and TSOP Services. Customer should not conclude details of future contracts from currently negotiated conditions.

3.1.1.8

The prices displayed on TSOP Services pages are calculated from the base prices in Euro, applying current exchange rates published by Narodowy Bank Polski (Polish National Bank). Price display also contains appropriate tax rate and value depending on Customer's tax status concluded from registration data.

3.1.2 Regional Sites and Redirections

3.1.2.1

For every non-anonymous internet connection TSOP Services shall determine suitable regional site from registration data provided by the Customer.

3.1.2.2

TSOP Services redirect Customer's browser to a suitable regional site, if it is necessary for delivering appropriate level of service and making valid purchase contracts.

3.1.2.3

TSOP Services redirect Customer's browser only when it is possible to determine Customer's identity, i.e. after successful log-in.

3.1.2.4

The Service Provider is not responsible for any consequences of any contracts made via an unsuitable regional site, being results of providing false data by a Customer during registration.

3.2 Conditions of Purchase

3.2.1 General Conditions

3.2.1.1

The Service Provider provides an option to make purchase contracts (Distance Selling contracts) via TSOP Services.

3.2.1.2

Valid purchase contracts arise only as a result of ordering via TSOP Services and confirming on-line payments via an external bank system.

3.2.1.3

The Service Provider accepts only the on-line payments enlisted on the shop.tsop.pl pages while receiving Customer's order.

3.2.1.4

The Service Provider allows for on-line payments by redirecting Customer's browser to an external on-line payments system depending on the selected option of order form.

3.2.2 Taxes and Duties

3.2.2.1

If a Customer has its domicile abroad and a subject of the delivery is therefore imported into another country, customs and duties or import value-added tax are collected, on which the Service Provider has no influence and the amount of which he cannot name ahead of time. Such obligations are to be borne by the Customer. The Customer is to get in touch with the competent customs, because customs regulations vary from country to country. As an importer, the Customer is to comply with the respective local regulations.

3.2.3 Making On-line Orders

3.2.3.1

The Service Provider displays an anonymous, non-binding offer of TSOP products on shop.tsop.pl pages. The display itself shall be regarded as an anonymous invitation to treat based on displayed parameters. All product features and prices are valid only for the current internet connection between Customer's computer and TSOP Services. Product features presented in brochures, commercials, external websites are subject to change and are not binding for us in the context of anonymous connection.

3.2.3.2

The prices displayed for anonymous visitors are components of an anonymous invitation to treat and are not binding, as we cannot determine the place of supply of services and Customer's tax status ahead of time. The binding offer arises only when we can establish Customer's identity i.e. after successful log-in. Therefore, the Service Provider reserves the right to apply correct tax rates after establishing Customer's identity.

3.2.3.3

Customer constructs his order by logging-in to TSOP Shop, adding products to the virtual cart and fixing their quantities. Customer's order is merely an offer to the Service Provider to conclude Customer's conditions of purchase.

3.2.3.4

With the receipt of Customer's order, the Service Provider updates virtual cart with the requested product quantities. Updated virtual cart is available only for authenticated users and contains tax rates and values determined from Customer's tax status and address. Updated virtual cart is our binding offer, not the final contract, as the payment and shipping details haven't been determined yet.

3.2.3.5

Customer has the right to modify our offer or withdraw from contract, if he does not accept it. He can simply remove selected products from virtual cart by clicking appropriate buttons or links.

3.2.3.6

Customer accepts the modified offer (cart) by clicking the “Checkout” button (or its translation depending on current language)

3.2.3.7

Customer can set further details of the contract including payment method, shipment method and invoice details on the consequent pages of Checkout module.

3.2.3.8

With our receipt of contract details we will present all conditions of the final contract on the “Order Details” web page (or its equivalent depending on current language). These conditions apply only to the current internet connection between Customer's computer and TSOP Services, and does not determine any future contracts.

3.2.3.9

The Service Provider enters into the agreement only after Customer accepts all Terms and Conditions on the “Order Details” web page. The conditions include the consent on personal data processing and receiving e-invoices.

3.2.3.10

Customer accepts the conditions and enters into the agreement by checking all checkboxes and clicking the “Order” button at the bottom of the “Order Details” page (or its translation depending on current language).

3.2.3.11

With the receipt of accepted agreement, TSOP Services immediately begin implementing the the contract. TSOP Services follow Customer's choice of payment system and redirect Customer's browser to an external on-line payments system. After receiving payment confirmation, the subject will be delivered according to agreed delivery (shipment) method, in particular it becomes available to download from confirmation page or individual user account.

3.2.3.12

TSOP Services receive payment confirmations from external payment systems and store the data in the database. The subject of delivery remains a property of the Service Provider and won't be available for shipment or download until the payment has been confirmed.

3.2.3.13

The Service Provider can alter the subject of contract before shipment insofar as the changes are small, reasonable and suitable for the Customer.

3.2.3.14

According to current legislation, the Service Provider is not liable for a course and results of on-line payments conducted via external payment systems as it is the initiator of the data exchange, and does not interfere with the communication between the Customer and his bank.

3.2.3.15

Downloads of purchased products will be available on individual user account immediately after receiving the confirmation of payment.

3.2.4 Invoices

3.2.4.1

The Service Provider issues invoices for every contract made via TSOP Services.

3.2.4.2

The Service Provider issues only electronic invoices under Customer's consent immediately after completing the contract. Customer's consent is made via "Order Details" form (or its translation depending on current language).

3.2.4.3

Invoices are available to view and download as PDF files within a Customer's individual account, next to particular Orders.

3.2.5 Withdrawals and Returns

3.2.5.1

The Service Provider supplies digital content solely on a non-tangible medium, which is on-line download. It also applies to unique, single use activation codes, that are inherent items of purchase. According to current regulations, a Customer cannot withdraw from contract within the standard period of 14 days from the date of purchase, without giving any reason. The Service Provider is not required to accept such withdrawals, product returns, and to repay the Customer as he can't reuse the resources, as well as verify the return on client's side.

3.2.5.2

By purchasing via TSOP Services, which include Customer's express consent and acceptance of this Terms and Conditions, the Customer also acknowledges that he thereby loses his right of withdrawal.

3.3 Customer Compliant

3.3.1 Procedure

3.3.1.1

Product features and specification published on the shop.tsop.pl website must match corresponding features of delivered items.

3.3.1.2

In the event of non-compliance with published offer, Customer may require the Service Provider to repair or replace purchased items for free to the extent permitted by current regulations.

3.3.1.3

The Service Provider sets a customer compliant procedure and its technical details depending on product type and IT system requirements. Customer compliant message template is available only within Individual User Account after successful log-in. Customer is to create TSOP system message and pick the “Customer Complaint” topic (or its translation depending on current language).

3.3.1.4

The Service Provider sets a complaint handling time according to product type, technical requirements and current regulations. The Service Provider shall respond to the complaint, recognizing or rejecting Customer's claim within a period not exceeding 14 days. After this deadline, it is assumed that the Service Provider considers the claim justified.

3.3.1.5

The Service Provider confirms the validity of the claim by notifying the Client via a system message, which is a direct response to the complaint. The message must contain the date and the total cost of repair or replacement.

3.3.1.6

If the Service Provider considers the claim unjustified, he shall notify the Customer also via a system message, however the Customer may claim otherwise according to current legislation.

3.3.1.7

The Service Provider shall make the fully functional subject of the complaint available according to the method of delivery chosen by a Customer within an order, unless the complaint itself states otherwise. Possible payments shall be negotiated also via system messages.

3.4 Safety, Specific Risks

3.4.1 Confidentiality of Login Credentials

3.4.1.1

Customer must determine and protect his log-in credentials from unauthorized disclosure to a third party. The Service Provider shall not be liable for any lost or damage resulting from such event.

3.4.2 Internet Connection Security

3.4.2.1

The Service Provider ensures the security of data exchange between Customer's computer and TSOP Services with SSL technology, which prevents data from being intercepted and read by unauthorized third parties or internet hackers.

3.4.3 Information stored on Customer's devices (cookies)

3.4.3.1

Cookies are small data files, created by the Service Provider and stored on remote Customer's devices. The purpose of using cookies is to ensure service quality and full consistency with Customer's individual preferences within TSOP Services.

3.4.3.2

The Service Provider recommends enabling cookies on the devices connecting to TSOP Services, as it is necessary for complete and fully functional handling of Customer's requests.

3.4.3.3

Detailed provisions regarding cookies are included in the Privacy Policy document which is an integral part of this Terms and Conditions, and it is constantly available on TSOP webpages.

3.5 Personal Data Security

3.5.1 General rules

3.5.1.1

The Service Provider collects and processes personal data necessary to provide the appropriate level of service including contracts, communication and the implementation of legal obligations. The Service Provider performs these tasks according to current legislation, including the Law on the Protection of Personal Data.

3.5.1.2

The Service Provider collects personal information solely on the Customer's consent made voluntarily by filling in and submitting an HTML form. Without such consent it is impossible to provide TSOP services in accordance with current regulations, therefore a Customer is considered an anonymous user, and will be able to access the Public Access Zone only.

3.5.1.3

Customer's personal data are stored in databases managed by the Service Provider, running on

the Service Provider's server platform or other platform managed by an external hosting provider, with which the Service Provider has signed an agreement on processing and protection of personal data.

3.5.1.4

According to current regulations, the Service Provider can process Customer's personal data for the purposes of marketing of his own products and services or for resolving possible claims arising from economic activity.

3.5.1.5

Registered Customer has continuous access to his personal data through the "My Account" main menu option (or its equivalent in current language). Data can be updated at any time. Registered Customer is solely responsible for entering correct data, and shall be liable for any consequences resulting from entering false data.

3.5.1.6

With the receipt of written request from a Customer, the Service Provider sends (within 30 days) a confirmation of the scope and purpose of personal data processing, data sources, rules of automatic processing and the persons to whom the data shall be disclosed.

3.5.1.7

Insofar as current legislation states otherwise, the Service Provider may disclose Customer's personal data to an entity authorized by law only upon receipt of a written and reasoned request. The data obtained this way can be used only in accordance with the reasoned purpose for which they were made available.

3.5.1.8

The Service Provider may delegate the processing of Customer's personal data to another party only by an agreement in writing, which entails the obligation to comply with all statutory requirements and the provisions of these Terms and Conditions.

3.5.1.9

The Service Provider shall immediately cease the processing of Customer's personal data solely on a basis of a written and reasoned request.

3.5.1.10

A Customer may object to the processing of his personal data for the purposes of marketing of Service Provider's products and services. In this case, the Service Provider is obliged to immediately stop processing the data for this purpose, however the Service Provider may leave Customer's names and surname, identification number or address in order to avoid re-use of data for the purposes covered by the objection.

3.6 Copyright and Industrial Property Rights

3.6.1 Responsibilities of the Service Provider

3.6.1.1

The Service Provider ensures that the services provided and the items purchased through them do not infringe any existing intellectual property, copyright or industrial property rights in the country of delivery. This guarantee shall cease if a Customer has purchased and operates the subject of the contract in accordance with its purpose, and if he notify the Service Provider in writing of the fact of infringement of third party rights in the country of delivery. If a third party claims against the Customer due to infringement caused by the product, the Service Provider shall be liable to the Customer, provided that:

- a) the Customer shall immediately notify the infringement of third party rights in writing,
- b) the Service Provider will not immediately replace the defective product at his expense and appropriate manner.

3.7 Final Provisions

3.7.1 Changes of the Document

3.7.1.1

Regulations of this Terms and Conditions come into force on the date of publication on the tsop.pl website, and from that day will apply to all contracts made via TSOP Services.

3.7.1.2

The Service Provider may introduce changes to this document in the following cases:

- a) due to a change of current legislation made by the competent authorities affecting or likely to affect future contracts and obligations of both parties, the way the TSOP Service are provided, certain obligations of third parties, tax regulations and fees,
- b) due to development of TSOP Services or technological progress in general,
- c) due to changes in the conditions of use of the software or the equipment used by the TSOP Services made by producers or respective right holders,
- d) due to technological progress or new rules of communication over the Internet made by competent authorities,
- e) force majeure,
- f) changes in organizational or legal status of the Service Provider.

3.7.1.3

The Service Provider shall notify a Customer about changes of this document via an e-mail sent to the address provided during registration.

3.7.1.4

New Terms and Conditions come into force after 14 days from the date of publication on the tsop.pl website.

3.7.1.5

Legal venue is the domicile of the Service Provider applying these Terms and Conditions, however, we are also entitled to make claims against a Customer at Customer's domicile.

END OF THE DOCUMENT