# Account regulations

in the DevMentors Store

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# §1 DEFINITIONS

**Account** - the free Store function (service) regulated in these regulations, thanks to which the Buyer can set up his individual Account.

Buyer - every buyer in the Store.

**Shop** - DevMentors online store run by the Seller at https://devmentors.io Seller - DEVMENTORS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office at ul. Lipowa 3D, 30-702 Kraków, entered into the National Court Register - register of entrepreneurs by the District Court FOR KRAKÓW ŚRÓDMIEŚCIA IN KRAKÓW, XI ECONOMIC DEPARTMENT OF THE NATIONAL COURT REGISTER, under KRS number 0000839617, NIP 6793199062, REGON 385979391, no.

### § 2 CONTACT WITH THE SELLER

- 1. Postal address: ul. Lipowa 3D, 30-702 Krakow
- 2. E-mail address: contact@devmentors.io

# § 3 TECHNICAL REQUIREMENTS

- 1. For the proper functioning and creation of an Account, you need:
  - o an active e-mail account
  - o a device with Internet access
  - o a web browser that supports JavaScript and cookies

# § 4 ACCOUNT

- 1. Creating an Account is completely voluntary and depends on the will of the Buyer.
- 2. The account gives the Buyer additional options, such as: viewing the history of orders placed by the Buyer in the Store, checking the order status or editing the Buyer's data.
- 3. In order to create an Account, you must complete the appropriate form in the Store.
- 4. At the time of creating the Account, an agreement is concluded for an indefinite period between the Buyer and the Seller regarding the maintenance of the Account on the terms specified in these regulations.
- 5. The Buyer may cancel the Account at any time without incurring any costs.
- 6. In order to cancel the Account, please send your resignation to the Seller at the following e-mail address: contact@devmentors.io ,

which will result in immediate deletion of the Account and termination of the Account maintenance contract.

#### § 5 COMPLAINTS

- 1. Complaints regarding the functioning of the Account should be sent to the e-mail address contact@devmentors.io.
- 2. Consideration of the complaint by the Seller will take place within 14 days.

#### EXTRAJUDICIAL METHODS OF SETTLING COMPLAINTS AND PURSUING CLAIMS

- 3. In the event that the complaint procedure does not bring the result expected by the Consumer, the Consumer may use, among others with:
  - a. mediation conducted by the competent Provincial Inspectorate of Trade Inspection, to which you should apply for mediation.
     As a rule, the procedure is free of charge. The list of Inspectorates is available here: https://www.uokik.gov.pl/wazne\_adresy.php#faq595;
  - assistance of the competent field of permanent consumer arbitration court operating at the Provincial Inspectorate of Trade Inspection, to which an application for consideration of the case before the arbitration court should be submitted. As a rule, the procedure is free of charge. The list of courts is available at: https://www.uokik.gov.pl/wazne\_adresy.php#faq596;
  - c. free help from the municipal or poviat Consumer Ombudsman;
  - d. ODR internet platform available at: https://ec.europa.eu/consumers/odr/main/?event=main.home.howitworks.

#### § 6 PERSONAL DATA

- The administrator of the personal data provided by the Buyer when using the Account is the Seller. Detailed information on the
  processing of personal data by the Seller including other purposes and grounds for data processing, as well as data recipients, can be
  found in the Privacy Policy available in the Store due to the principle of transparency, contained in the general regulation of the
  European Parliament and of the Council (EU) on data protection "GDPR".
- The purpose of processing the Buyer's data is to maintain an Account. The basis for the processing of personal data in this case is a contract for the provision of a service or actions taken at the request of the Buyer, aimed at its conclusion (Article 6 (1) (b) of the GDPR), as well as the legitimate interest of the Seller, consisting in processing data in order to establish , investigating or defending any claims (Article 6 (1) (f) of the GDPR).
- 3. Providing data by the Buyer is voluntary, but at the same time necessary for keeping the Account. Failure to provide data means that the Seller will not be able to provide the Account management service.
- 4. The Buyer's data will be processed until:
  - a. The account will be deleted by the Buyer or the Seller at the Buyer's request
  - b. the possibility of pursuing claims by the Buyer or the Seller related to the Account will cease;
  - c. the Buyer's objection to the processing of his personal data will be accepted if the basis for data processing was the legitimate interest of the Seller
  - depending on what is applicable in a given case and what will happen at the latest.
- 5. The buyer has the right to demand:
  - a. access to your personal data,
  - b. rectifying them,
  - c. remove,
  - d. processing restrictions,
  - e. transferring data to another administrator as well as the right to:
  - f. object at any time to the processing of data for reasons related to the specific situation of the Buyer
    - against the processing of personal data concerning him, based on art. 6 sec. 1 lit. f GDPR (i.e. on the legitimate interests pursued by the administrator).
- 6. In order to exercise its rights, the Buyer should contact the Seller.
- 7. If the Buyer considers that his data is being processed unlawfully, the Buyer may submit a complaint to the President of the Office for

Personal Data Protection.

### §7 DISCLAIMERS

- 1. The Buyer is forbidden to provide illegal content.
- 2. The Account maintenance contract is concluded in Polish.
- 3. In the event of important reasons, referred to in paragraph. 4, the Seller has the right to amend these Account Regulations.
- 4. Important reasons, referred to in paragraph. 3 are:
  - a. the need to adapt the Store to the legal provisions applicable to the Store's operations
  - b. improving the security of the service provided
  - c. changing the functionality of the Account that requires modification of the Account regulations.
- 5. The buyer will be informed about the planned change of the Account regulations at least 7 days before the change is implemented via email sent to the address assigned to the Account.
- 6. If the Buyer does not accept the planned change, he should inform the Seller about it by sending an appropriate message to the Seller's e-mail address contact@devmentors.io, which will result in the termination of the Account maintenance agreement upon the entry into force of the planned change or earlier. if the Buyer makes such a request.
- 7. If the Buyer does not object to the planned change until its entry into force, it is assumed that he accepts it, which does not constitute any obstacle to termination of the contract in the future.
- 8. In the event of a possible dispute with a Buyer who is not a Consumer, the competent court will be the court competent for the seat of the Seller.