

MEMOINFO.PL ONLINE STORE TERMS AND CONDITIONS

I. Definitions

Terms and expressions used in these Terms and Conditions shall have the meaning given to them below:

1. Terms and Conditions - a set of general rules defined in this document, that constitute a legal basis for the use of the Online Store at memoinfo.pl, covering i.a. rules for placing purchase orders for the products available in the memoinfo.pl Online Store, payments terms and conditions, delivery terms and costs, complaint procedure, rules on contract withdrawal.

2. MDH/The Seller – MDH sp. z o.o. with its registered office in Łódź, 94-007 Łódź, ul. Maratońska 104, entered in the register of entrepreneurs of the National Court Register under the KRS number 0000179592, Tax identification Number [NIP]: 728-229-54-92, Polish National Business Registry Number [REGON] 472253652, for which the District Court for Łódź-Śródmieście in Łódź, XX Commercial Division of the National Court Register keeps the records, share capital PLN 7 940 000, telephone: + 48 42 674 83 96 (normal call charge as specified in the given operator's tariff) fax: + 48 42 636 52 21, e-mail mdh.biuro@meyragroup.com

3. memoinfo.pl Online Store - also referred to as the **Online Store** - online platform available at memoinfo.pl developed and owned by MDH, by means of which digital services in the form of IT mechanisms available at the memoinfo.pl can be used, such as ability to place purchase orders (make sale contracts) via memoinfo.pl.

4. Customer/Purchaser - a natural person having full capacity for legal acts, and in cases provided for by the applicable provisions of law a natural person having limited capacity for legal acts, a legal person or organisational unit without legal personality which are accorded legal personality by specific regulations.

5. Consumer - a natural person performing a legal act with the entrepreneur/MDH, that is not directly related with their business or professional activity, as well as a natural person making a contract that is directly related with their business activity, when it results from such contract, that for the person in question the contract has no professional effect which in particular stems from the type of their business activity as provided for in the regulations on the Central Registration and Information on Business (CEIDG).

6. Goods - also referred to as the **Products** - items presented in the Online Store, for which the Customer can place an Order via Online Store, and then make a sale contract covering the items in question, as provided for in these Terms and Conditions. Goods sold via Online Store are only Goods approved for marketing in the territory of the Republic of Poland, that have been granted appropriate certificates and permits required by law and issued by the authorised entities as provided for in the provisions of law applicable in the Republic of Poland. Pursuant to the provisions of the Polish law, Goods offered by MDH via mail-order selling include e.g. medical devices, toys, electric and electronic equipment, sports equipment.

7. Product price - gross value of the Goods expressed in the Polish zloty (PLN) including taxes, like VAT, excluding extra costs like delivery costs, that will be explicitly specified at the purchase transaction.

8. Total order cost - an amount in the Polish zloty (PLN) communicated to the Customer, covering: the Product price, Delivery costs, and other costs, if any, that have been communicated to the Consumer, who purchases Goods via memoinfo.pl Online Store and who is obliged to settle the payment.

9. Delivery costs - costs for the delivery of Goods to the place specified by the Customer, that are determined by the Seller in the Polish zloty (PLN) and that are communicated to the Customer when placing the Order and additionally included in an e-mail sent to the Customer as an Order details, which costs the Customer undertakes to cover.

10. Order - a declaration of intent made by the Customer and delivered to the Seller via IT mechanisms available in the Online Store, with the aim to make a sale contract relating to the Goods specified in such declaration of intent which the Customer intends to purchase in the memoinfo.pl Online Store, that pursuant to the Article 66 et seq. of the Polish Act on the Civil Code of 23 April 1964 (Journal of Laws No. 16 item 93 as amended) [*Ustawa z dnia 23 kwietnia 1964 r. Kodeks cywilny (Dz.U. Nr 16 poz. 93 z późn.zm.)*] constitutes an offer to purchase Goods via Online Store that, if sent, is binding upon the Customer.

11. Order processing confirmation - an e-mail sent by the Seller to the Customer as an Order processing confirmation, that at the same time constitutes a declaration of intent confirming acceptance of the Customer's offer and that if delivered to the Customer is tantamount to making a sale contract, which includes order details like a description of ordered Goods, Total order costs, information on the payment method, delivery terms, Order identification number, and an information on the shipment date, which is sent to Customer without unnecessary delay, no later than 72 hours, falling on the business day, of receiving (crediting to the Seller's bank account) the amount constituting the Total order cost.

II Terms of use

1. In order for the Customer to use the Online Store, they shall have an e-mail address and a phone number, that are necessary to process the Order, and shall meet technical requirements specified in these Terms and Conditions.

2. To effectively place an Order it is necessary to provide all data required to process the Order, such as: name and surname, mailing address (street, apartment number, locality, postal code), and if the purchaser is a company, to specify the company's business name (name and surname in case of natural persons who operate a business, legal frame of the business), registered office and address, Tax Identification Number [NIP] and KRS [National Court Register] number, telephone number and e-mail address.

3. To use the Online Store it is also necessary to have access to the computer using Internet and web browser, with the proviso that technical requirements specified in clause III of these Terms and Conditions must be met as well.

III. Technical requirements to use the Online Store

1. To have the digital content displayed properly and to use digital services provided by the Online Store, it is required that the equipment and software used by the Customer meet the following, minimum technical requirements:

a) operating system: Windows XP Windows 7 or later versions, Mac OS X version 10.9 or later, Android 4.0

- b) Internet access via Internet connection with the minimum 1024 Kb/s bandwidth for data downloading and 512 Kb/s bandwidth for data sending
- c) web browser: Microsoft Edge, Google Chrome 17, Mozilla Firefox 8.0, Opera 11, Safari 7 or later versions of the above mentioned web browsers, that read CSS and Java Script, enable cookies and accept pop-up windows. For the cookies policy please visit <https://mdh.pl/system-bezpieczenstwa-informacji>
- d) display resolution: 1280x800 pixels or more and 32 – bit colour depth, still one can also visit the Online Store through their mobile devices
- e) graphic card with minimum 1 MB memory supporting resolution
- f) browsing by means of a computer and a keyboard, or a touch screen.

IV. Rules and mode of placing orders in the Online Store

1. By accessing the memoinfo.pl the Customer enters into contract for the supply of digital service, whose terms and conditions are specified in a separate MDH Website Terms and Conditions available at https://memoinfo.pl/userdata/public/assets/pdf/MemoInfo_regulamin_PL.pdf or as the PDF file to be downloaded and saved on the Customer's device.
2. While using the digital services provided by MDH, under the MDH Website Terms and Conditions referred to in clause 1 above, the Customer may place an Order, which if accepted can result in the contract for the sale of Goods made with MDH.
3. While using the digital services provided by MDH, the Customer can create an individual account in the Online Store. The order can be placed after logging into such Customer's individual account or without using the individual account. Information available for the holders of individual accounts, such as history of orders, currently processed orders, price of ordered Products, Order status and shipment data, can be accessed after logging in.
4. The Customer is obliged to follow the instructions given at memoinfo.pl Online Store. In order to place the Order it is necessary to specify the quantity of the ordered Goods and to select available parameters of the Goods, click the "Add to Cart" icon next to each Product presented in the Online Store, and then click the "Order" icon, fill in all Customer identification data, select the payment method as well as all other options available for the Ordered Goods, click the "Summary" icon, and finally the "Confirm the Order" icon. Clicking the "Confirm the Order" icon is tantamount to placing the Order. Following that the Customer is obliged to pay the Total order cost.
5. While placing the Order the Customer receives information on the payment and delivery terms and conditions, including all costs related with the purchase. When the Order is placed, the Customer is bound by their offer to enter into contract for the sale of Goods. When the Order is placed the Seller starts the Order picking.
6. MDH reserves, that Goods presented in the Online Store may not be permanently available. Information on the Goods provided at the Online Store web page is only an invitation to conclude a contract within the meaning of Article 71 of the Polish Act on the Civil Code of 23 April 1964 (Journal of Laws No. 16 item 93 as amended), and it does not constitute an offer. If the Order has been placed and it turns out, that some of the ordered Goods are not available, the Seller shall notify the Customer of this fact without unnecessary delay via e-mail sent to the address provided by the Customer and shall specify possible date when the Goods are likely to be available. If within 24 hours the Customer

does not resign from the whole Order, and some ordered Goods will be available, the Seller shall send an e-mail to the Customer with the Order data modified by the discarded Goods, and shall start processing of such partial Order. The Seller shall reimburse the Customer the Product price paid by the Customer for the Goods, from which they resigned as provided for in this clause. 6.

7. After Order picking and crediting the Total order cost to the Seller's bank account, the Seller shall send an e-mail to the Customer that constitutes the Order processing confirmation, which when received by the Customer is tantamount to making the contract for the sale of Goods specified in the Order processing confirmation. The e-mail constituting the Order processing confirmation shall be deemed as received, when it comes into the Customer's electronic mail system in a manner, that allows the Customer to read the e-mail. The Order processing confirmation includes final confirmation of all essential parameters for the Order. Until the Customer receives the e-mail that constitutes the Order processing confirmation, the Seller shall not be obliged to deliver the Goods to the Customer. From the moment the Customer receives the e-mail that constitutes the Order processing confirmation, the Seller and the Customer are bound by the contract for the sale of Goods.

V. Price, payment method

1. Product prices specified in the Online Store include taxes e.g. VAT. Product prices do not include extra costs, which are communicated to the Customer as the Total order cost prior to final placing of the Order (prior to clicking "Confirm the Order" icon"). The Total order cost in the Polish zloty (PLN) comprises: the Product price specified next to each product in the Online Store, Delivery costs, and other costs, if any, that have been previously communicated to the Consumer, who purchases Goods via memoinfo.pl Online Store and who is obliged to settle the payment. Delivery costs depend on the distance to the delivery place, delivery method selected by the Customer, as well as Goods quantity and other circumstances attributable to an entity providing delivery service (courier).

2. The Seller reserves the right to modify the Product prices, but such Product price modification shall not apply to the Orders, that have been already placed.

3. The only delivery method available in the Online Store is DPD Courier (www.dpd.com.pl). When the Order cost exceeds PLN 149, the customer is exempted from the delivery costs.

4. The Customer shall be obliged to pay the amount constituting the Total order cost the moment the Order is placed. The Seller makes a proviso, that the Order processing confirmation shall be sent to the Customer (which is tantamount to making a contract for the sale of Goods) when the Total order cost is credited to the Seller's bank account. The e-mail received from the Seller that constitutes the Order processing confirmation includes information, that the Seller received the Total order cost, specified in the Polish zloty (PLN) and constituting the Total order cost. If within 5 days of placing the Order the Customer fails to pay the Total order cost, the Order shall be cancelled and the Customer shall receive a relevant e-mail with the Order cancellation. Should the Customer select the payment method other than fast online transfer TPAY, there is an increased risk, that the chosen Goods will not be available any more the moment the Seller receives the Total order cost and consequently the Seller will not make a contract for the sale of Goods specified in the Order.

5. The Customer may select one of the following payment methods:

a) standard wire transfer to the Seller's bank account specified while placing the Order, as well as in the e-mail received from the Seller that constitutes the Order details,

b) TPAY – fast online transfer,

6. The ordered Goods shall be delivered with a receipt or VAT invoice (as chosen by the Customer), all manuals, Product fiche and other documentation required under the provisions of the Polish law, in particular relating to the medical devices.

7. The number of business days within which the Goods will be dispatched to the Customer is visible in the Online Store. This period starts on the succeeding day of the date, when the e-mail constituting the Order processing confirmation has been sent to the Customer. In any case the Order processing shall be completed no later than within 30 business days, unless some other specific circumstances occur that result in extending the said period, of which the Customer will be notified.

8. If the Customer fails to collect the dispatched parcel with the Goods, following two unsuccessful delivery attempts by the courier, the sale contract shall be terminated and the Order shall be cancelled. The paid Product price shall be reimbursed to the Customer and the Delivery costs shall be charged against the Customer. The Customer shall be notified of the contract termination, reimbursement of the paid Product price and the Delivery costs charging in an e-mail sent to the address specified by the Customer in the Order.

9. Should the Customer have any further questions concerning order/costs terms and conditions or delivery dates, the Customer may contact the Seller via e-mail, phone call or fax number specified in clause I.2 of these Terms and Conditions.

VI. Complaints

1. The Seller is obliged to deliver the Goods that are free from defects.

2. In relation to the Customers who are not Consumers, the Seller disclaims liability for damages resulting from delivery of Goods, and the Seller's implied warranty liability towards the Customers who are not Consumers shall be disclaimed.

3. The Seller recommends that following delivery, the Consumer should inspect the Goods, and if any defects are discovered, it is recommended that the Consumer and the courier draw up a report confirming the existing defects and that the Consumer contact the Seller without unnecessary delay to the address specified in clause 4 below.

4. All complaints shall be lodged to the following address: mdh Sp. z o. o. Maratońska 104, 94-007 Łódź, e-mail reklamacje@meyragroup.com

5. In order to have the complaint inquired into, the Consumer shall send or deliver the complained Goods, possibly with the proof of purchase enclosed thereto. The Goods shall be delivered or sent to the address specified in clause 4 above.

6. The Seller undertakes to inquire into each complaint lodged by the Consumer within 30 days of its receipt, however when the Consumer requires the repair, exchange of the defective Goods or the price reduction, the aforesaid time limit is 14 days. Should the Seller fail to notify the Consumer of its decision within time limits specified above, the complaint is deemed to be admitted. A reply to the lodged complaint shall be delivered to the Consumer in writing or via some other permanent data carrier (e.g. via e-mail sent to the address specified by the Consumer in the Order).

7. The Seller does not provide after-sale support and service with regard to the Goods acquired in the Online Store.

8. The Seller shall be held liable towards the Consumer if the acquired thing has physical or legal defect.

9. Physical defect means nonconformity of the Goods with the contract. The Goods do not conform with the contract, if:

- 1) they lack properties, that a thing of this kind should possess given the aim specified in the contract or arising from circumstances or from the purpose,
- 2) they lack properties of which the Seller assured the Consumer, also through a presented sample or model,
- 3) they are not suitable for the purpose of which the Consumer informed the Seller while making a contract, and the Seller made no reservation with regard to such purpose,
- 4) the thing was handed over in an incomplete condition,
- 5) the thing was handed over without any manual or accessories, including accessories and manual which the Consumer may reasonably expect with regard to this kind of thing,
- 6) the thing is not suitable for the purposes, for which the goods of this kind are usually used, allowing for applicable technical standards,
- 7) the thing's quality is different from the quality of a sample or a model, which the Seller presented prior to making a contract or it does not correspond to the description of such sample or model,
- 8) the thing's quantity and quality is different and it lacks properties or other functions, also the ones relating to its durability, functionality, compatibility and safety, that are typical for the goods of this kind and that the Consumer may reasonably expect, given the Goods specification and publicly made representations such as advertisement or information on a label.

10. Nonconformity with the contract does not occur if at making a contract the Consumer has been explicitly notified, that particular feature of the Goods differs from the objective requirements on conformity with the contract specified above and in the applicable provisions of law, and if such deviation has been explicitly and separately accepted by the Consumer at making the sale contract.

11. In case of a defect the Consumer should lodge a complaint with the Seller and request either of the following actions: exchange of the Goods into new ones, repair, Price reduction or withdrawal from the contract. The Seller may not admit the Consumer's request, if it is impossible to bring the thing into conformity with the contract using a method chosen by the Consumer, or if that method would require excessive costs as compared to a method suggested by the Seller. Similarly, the Seller may not accept the request to reduce the price or to withdraw from the contract, if the Seller is able to exchange the defective thing to the one free from any defects or to repair the defect without unnecessary delay and with no excessive inconvenience for the Purchaser. Withdrawal from the contract may be only effective, when the defect is significant.

12. In case of withdrawal from the contract or exchanging the thing to the one free from any defects, the Consumer is obliged to deliver at the Seller's cost the defective thing to the place specified in the sale contract, and if such place has not been specified - to the place where the thing was handed over. If due to the type of a thing or a method of its assembly, it would be excessively difficult for the Consumer to deliver the thing, the Consumer is obliged to provide the Seller with the access to the thing in a venue, where the thing is situated.

13. If the Complaint is admitted, the Seller shall bear the costs of exchanging or repairing the Goods. In particular it refers to the costs of disassembly and delivery of the thing, labour, materials, as well as re-assembly and putting into service.

14. The Seller shall be liable under implied warranty for defects, if the physical defect is discovered within two years from the date of handing over the Goods to the Consumer. The Consumer is obliged to notify the Seller of the discovered defect within one year from its discovery.

15. The Seller shall not be held liable for the defects of Goods, of which the Consumer was notified prior to making the sale contract, including in particular the defects which were included in the Price reduction or bargain sale, which defects have only aesthetic nature and do not affect functionality of the Goods.

16. With respect to the remaining scope, applicable provisions of law apply to the liability under implied warranty for defects.

VI. Withdrawing from the contract by the Consumer

1. The Consumer shall have the right to withdraw from the sale contract made with MDH for no reason within 14 days, as provided for in the following instruction applicable towards the Consumers exclusively.

2. A term to withdraw from the contract expires 14 days of the date, when the Consumer came into possession of the thing, or the third party other than the carrier and specified by the Consumer came into possession of the thing.

3. In order to exercise your right to withdraw from the contract, you must notify us at: MDH sp. z o. o. ul. Maratońska 104, 94-007 Łódź, telephone: 42 674 83 33, (normal call charge as specified in the given operator's tariff), e-mail mdh.sklep@meyragroup.com of your decision to withdraw from the contract by way of unequivocal statement (such as a notice sent by post, fax or e-mail).

4. You may use a model form for the contract withdrawal, but it is not obligatory. The form is available in the memoinfo.pl Online Store at <https://memoinfo.pl/pl/i/Odstapienie-od-umowy/27> where you can send your withdrawal statement. If you choose this option, we will send you without unnecessary delay our confirmation, that we have received the withdrawal from the contract (via e-mail).

5. In order to observe a prescribed time limit for withdrawal, it is enough if you send an information that you exercise your right to withdraw from the contract prior to the lapse of the said time limit to withdraw from the contract.

6. If you withdraw from the contract we will reimburse all payments received from you, including delivery costs (but for extra costs resulting from the delivery method you have selected that is other than the cheapest delivery method we offer) without unnecessary delay, and in any case no later than 14 days of the date, when we were notified of your decision to exercise the right to withdraw from the contract. We will reimburse the payment via the same payment method you chose while making your primary transaction, unless you agree explicitly to some other solution; in any case you will be charged no extra costs resulting from such reimbursement. Reimbursement may be withheld until we receive the thing or until the proof of its shipment is delivered to us, whichever of these dates fall earlier.

7. Please send back or deliver the thing without unnecessary delay, and in any case no later than 14 days from the date, when you notify us of withdrawal from this contract. This time limit is deemed to be observed, if the thing is sent back prior to the lapse of 14 days.

8. You shall bear the costs of the Goods return.

9. If due to the type of a thing, it cannot be sent in a standard way by post, we hereby inform, that the estimated maximum cost is about PLN 20.

10. You are only liable for reducing the thing's value resulting from using the thing in a manner other than necessary to determine its nature, features and functioning.

11. The Consumer shall not have the right to withdraw from the contract:

a) for services, if the Seller has fully accomplished the service with the Consumer's consent, and prior to commencing such performance the Consumer has been notified that following accomplishment of performance by the Seller, the Consumer shall not have the right to withdraw from the contract,

b) under which the object of performance consists in a thing, that was not prefabricated, but instead has been manufactured according to the Consumer's specification or with the aim to satisfy individual needs of the Consumer,

c) under which the object of performance consists in a thing, that is delivered in a sealed packaging and that cannot be returned if the packaging is opened due to health protection requirements or for hygienic reasons,

d) under which the object of performance consists in the things, that following delivery and due to their nature are inseparable and combined with other things.

VII. Warranty

1. Unless otherwise provided in the Product fiche delivered to the Purchaser along with the Goods, MDH sp. z o. o. with its registered office in Łódź, 94-007 Łódź, ul. Maratońska 104, telephone: 42 674 83 96, fax: 42 636 52 21, email: mdh.biuro@meyragroup.com provides 24-month quality warranty for all goods purchased in the Online Store applicable from the date of delivering the Goods to the Customer.

2. The warranty shall not disclaim, limit or suspend the Consumer's rights resulting from the provisions on implied warranty for defects of sold thing.

3. The Goods may be also covered by the warranty provided by the manufacturer other than the Seller. In that case the Seller's warranty specified in clause 1 above shall not apply. In that case the Seller shall deliver the Goods along with the warranty card.

4. If during the Seller's warranty period any defect is discovered in the Goods, the Customer is entitled to have the Total order cost reimbursed, to have the thing repaired or to have a thing free from defects handed over. The Customer shall notify the Seller of one of these requests and of their intent to benefit from the warranty.

5. All representations and statements concerning the warranty provided by the Seller shall be submitted to the address specified in clause 1 above via e-mail, fax or in writing.

VIII. Additional provisions

1. MDH reserves the right to make unilateral decisions as to the range of products available in the Online Store and to modify the said range of products with no need to give advance notice of such modifications.

2. Under Article 66 et seq. of the Polish Civil Code information on the Products presented on the web pages shall not constitute an offer, but is only an invitation to conclude a contract within the meaning of Article 71 of the Polish Civil Code. MDH stipulates, that the goods, in relation to which information is presented on the web pages, may not be available at the time the Customer makes an offer to enter into a sale contract, of which fact the Customer shall be notified by the Seller without unnecessary delay.

3. The Customer undertakes to use the Online Store, both as it comes to sending and receiving information, including digital content and services, in compliance with the applicable law, principles of life in community and good morals, with consideration for the intellectual property rights, and represents that they are aware of the prohibition to provide illegal content.
4. MDH reserves the right to seize provision of services via Online Store or to modify the range of products sold in the Online Store without giving any advance notice, which does not affect Orders placed by the Customer that have been accepted in the Order processing confirmation.
5. Each Customer undertakes to comply with these Terms and Conditions and to read it carefully. Placing the Order in the Online Store requires accepting of the Terms and Conditions each time.
6. MDH undertakes to respect the right of privacy, including protection of the Customers' personal data, which has been specified in detail in the Privacy Policy available at <https://mdh.pl/system-bezpieczenstwa-informacji>.
7. MDH shall not be bound by the code of good market practice referred to in Article 2 clause 5 of the Act on Combating Unfair Market Practices (Journal of Laws No. 171, item 1206).
8. MDH shall not give their consent to settle any disputes with the Consumers in extrajudicial procedure. Information on the extrajudicial resolution of consumer disputes should be available at: www.uokik.gov.pl

IX. Intellectual property rights

1. Works made available by MDH by means of the Online Store are subject to the protection provided for in the applicable provisions of law, including in particular the Act on the Civil Code of 23 April 1964 (Journal of Laws No. 16 item 93 as amended), the Act on copyright and related rights of 4 February 1994 (Journal of Laws No. 24 item 83 as amended), the Act on Industrial Property Rights of 30 June 2000 (Journal of Laws of 2001, No. 49 item 508 as amended), the Act on Suppression of Unfair Competition of 16 April 1993 (Journal of Laws No. 47, item 211).
2. MDH notifies, that the Online Store presents content protected by copyright, trademarks and other materials like texts, pictures, graphics, and the very choice and arrangement of content presented in the Online Store is an autonomous object of the protection. The content made available in the Online Store may include works to which copyright is held by other entities.
3. The Customers undertake to use the presented content in line with the fair use principle referred to in the Act on copyright and related rights of 4 February 1994. Copying, altering, sending, public presentation or any use on this content for commercial purposes is prohibited, unless the law provides otherwise. The use of the works by the Customer shall not mean, that the Customers acquire any rights thereto, including the licences.

X. Personal data

1. MDH Sp. z o. o. with its registered office in Łódź (94-007) ul. Maratońska 104, entered in the register of entrepreneurs of the National Court Register kept by the District Court for Łódź-Śródmieście in Łódź, XX Commercial Division under the KRS number 0000179592, Tax identification Number [NIP]: 72- 822-954-92, Polish National Business Registry Number [REGON] 472253652, share capital PLN 7 940 000 (the "Controller") is the Controller of personal data of the Online Store Customers.
2. The Controller shall process the Customers' personal data only to perform contracts, with the observance of all rules on data protection against unauthorised access of the third parties, specified in

the applicable Privacy Policy and in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, (Official Journal of the European Union L 119 of 4 May 2016)(hereinafter "GDPR") and the Act on Personal Data Protection of 10 May 2018 (Journal of Laws of 2018 item 1000 as amended).

3. The Seller may process Customers' personal data also for other purposes, including marketing purposes, if the Customer consents thereto.

4. Information on the Customers' personal data processing is presented at <https://mdh.pl/system-bezpieczenstwa-informacji>

5. The Controller hereby notifies, that providing personal data in relation to the use of services via memoinfo.pl Online Store is a legal requirement and is necessary to perform contracts made with the Customers. Providing Customers' personal data for the purposes mentioned above is voluntary, however, refusing to provide the personal data may render the above mentioned performance impossible.

XI. Final provisions

1. MDH reserves the right to unilaterally modify these Terms and Conditions, which modifications shall be published on a regular basis in a form of a consolidated text on the Website and which shall enter into force 7 days of their publication on the Website.

2. The latest version of the Terms and Conditions can be downloaded as PDF file from [https://memoinfo.pl/userdata/public/assets/pdf/MemoInfo regulamin PL.pdf](https://memoinfo.pl/userdata/public/assets/pdf/MemoInfo_regulamin_PL.pdf)

3. These Terms and Conditions apply from the day of their publication in the Online Store.

4. Provisions of the Polish law apply in relation to these Terms and Conditions, however in any case where the law applicable in the place of Consumer's residence, different from the Polish law, requires its mandatory application and may not be changed upon the parties' consent, the said provisions of law shall have priority over the provisions resulting from MDH regulations.

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