

Dear Customer,

thank you for your interest in our products and we invite you to familiarise yourself with our general terms and conditions of sale.

These General Terms and Conditions of Sale (hereinafter referred to as: "GTC") set out the general rules and conditions under which orders for our products are placed, and the conclusion and performance of sales contracts between us and you, including the placing of an order and the conclusion of a sales contract forming the subject of our arrangements, as well as any subsequent orders and sales contracts, as required by you. The purpose of the GTC is also to fulfil our information obligations towards consumers in accordance with the Consumer Rights Act.

These GTC, should a decision be made to cooperate, govern in particular the terms on which orders will be placed and accepted, and the performance and settlement of the sales contract, including matters relating to our liability. These terms shall apply in the absence of any other agreements between us.

We invite you to familiarise yourself with the GTC.

1) ABOUT US

1. The Seller is STRATUS ONE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, with its registered office in Poznań, entered in the Register of Entrepreneurs of the National Court Register under number 0000468306, the registry court where the company's documentation is held: Poznań-Nowe Miasto and Wilda District Court in Poznań, 8th Commercial Division of the National Court Register, registered office and address for service: ul. Dobromiejska 40, 60-461 Poznań, Tax Identification Number (NIP) 7811886171, REGON 302489013, share capital: PLN 5,000.00, email address: contact@citysofa.eu, telephone number: +48 668624620 (hereinafter referred to as: "the Seller").
2. Contact details:
 - a. correspondence address: ul. Dobromiejska 40, 60-461 Poznań (correspondence address only, does not apply to returns).
 - b. email address: contact@citysofa.eu;
 - c. contact telephone number: +48668624620.

2) PLACING AN ORDER, CONCLUSION OF THE SALES AGREEMENT

1. We value transparency, which is why, as a standard procedure, the process of establishing a business relationship between you and us follows this pattern:

1) You place an order for the products you wish to purchase > 2) Based on your order, we prepare a tailored offer for you and submit it for your approval > 3) If the offer is accepted, the sales contract is concluded > 4) In the case of additional arrangements, the contract is concluded once we have reached an agreement on the matters subject to negotiation.

2. The product price indicated in our quotation submitted in response to your order or specified during our negotiations (if any) is quoted in Polish zlotys and includes taxes. You will be informed of the total price including taxes under the sales contract, as well as delivery costs (including

charges for transport, delivery and postal services) and other costs, and where the amount of these charges cannot be determined – of the obligation to pay them, in our offer or during our discussions – always before the conclusion of the sales contract (i.e. before you express your intention to be bound by the contract).

3. Establishing a business relationship, including placing an order, concluding a sales contract and any amendments thereto, may take place in accordance with applicable regulations: in person at our premises, in writing, by email, by telephone or by fax.
4. The order should include at least: first name and surname (in the case of non-consumers – your company's full name and tax identification number), address, contact telephone number and details of the contract: product(s), quantity of product(s), delivery address if different from the customer's address. If any information is missing, we will ask you to provide it.
5. Regardless of how the business relationship is established, the sales contract is always concluded in accordance with generally applicable regulations, in particular the Civil Code and the Consumer Rights Act of 30 May 2014. – in the case of an offer-based procedure, upon acceptance of the offer by the other party; and if we are conducting negotiations (arrangements) to conclude a contract, then when we reach agreement on all its provisions that were the subject of the negotiations (arrangements).
6. The content of the sales contract being concluded is recorded, secured and made available to you by delivering these GTC prior to the conclusion of the sales contract and the proof of purchase. Additionally, depending on the method of establishing the business relationship, the recording, safeguarding and provision to you of the content of the sales contract may also take place in another manner (e.g. by sending an email or recording the arrangements in writing).

3) SUBJECT OF THE AGREEMENT

1. We strive to tailor our services as closely as possible to your needs and expectations, which is why the subject matter of the sales contract is always agreed with you on an individual basis.
2. The subject matter of the contract and its specific terms and conditions are agreed upon on a case-by-case basis prior to the conclusion of the contract (e.g. in the quotation or during negotiations, always before you express your intention to be bound by the contract). In all other respects, these General Terms and Conditions apply.

4) CONTACT US

The primary means of ongoing remote communication with you is email and telephone, through which you will exchange information with us regarding the sales contract. We also invite you to contact us in writing or in person. You will find our contact details in the footer and at the beginning of these GTC.

5) METHOD AND DATE OF PAYMENT

1. The method and due date of payment are agreed with you on a case-by-case basis prior to the conclusion of the sales contract. Below, we set out the standard methods and due dates of payment available in the absence of any other arrangements between us.
2. We offer the following payment methods:
 - a. Payment by bank transfer to the Seller's bank account.
 - b. Cash on delivery upon receipt of the parcel.
 - c. Electronic payments and card payments via the PayU.pl service (PayU S.A. with its registered office in Poznań (registered office address: ul. Grunwaldzka 186, 60-166 Poznań), , entered in the Register of Entrepreneurs of the National Court Register under number 0000274399, with registration files held by the District Court for Poznań – Nowe Miasto and Wilda in Poznań; share capital of PLN 7,789,000.00, fully paid up; Tax Identification Number (NIP): 7792308495; <https://www.payu.pl/>).

- d. Payments in instalments – payment is made in full or in part from funds derived from a loan granted by ALIOR BANK SPÓŁKA AKCYJNA, with its registered office in Warsaw, ul. Łopuszańska 38D, 02-232 Warsaw, share capital PLN 725,216,080.00 (paid in full), registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number: 0000305178, NIP: 1070010731, REGON: 141387142.
3. Payment deadline:
 - a. If the Customer chooses to pay by bank transfer, electronic payment or payment card, the Customer is obliged to make payment within 7 calendar days of the date of conclusion of the Sales Agreement.
 - b. If the Customer chooses to pay in cash on delivery upon receipt of the parcel, the Customer is obliged to make payment upon receipt of the parcel.
 - c. If the Customer chooses to pay in instalments, the Customer is obliged to make payment to the lender by the date or dates agreed with the lender, including when the lender grants the Customer a credit limit.

6) DELIVERY METHOD, TIME AND COST

1. The method, date and cost of delivery are agreed with you on a case-by-case basis prior to the conclusion of the sales contract. Below we set out the standard delivery methods and dates which apply in the absence of any other agreements between us.
2. Delivery of products to you is subject to a charge, unless the sales contract provides otherwise. Delivery costs (including charges for transport, delivery and postal services) are indicated to you in the offer or during our discussions (if any) – always before the conclusion of the sales contract (i.e. before you express your intention to be bound by the contract).
3. We offer the following delivery methods:
 - a. Courier delivery, cash-on-delivery courier.
 - b. Collection from a parcel locker or collection point.
 - c. Pallet delivery.
 - d. Collection in person available at: ul. Dobromiejska 40, 60-461 Poznań – on working days, between 10:00 and 15:00.
4. The delivery time for the product is up to 35 working days, unless the sales contract states otherwise. The delivery period begins as follows:
 - a. If the Customer chooses to pay by bank transfer, electronic payment or payment card – from the date the Seller's bank account or settlement account is credited.
 - b. If the Customer chooses to pay by cash on delivery – from the date of conclusion of the Sales Agreement.
 - c. If the Customer chooses to pay via an instalment plan – from the date on which the lender notifies the Seller of the conclusion of a credit agreement with the Customer, but no later than the date on which the Seller's bank account is credited with the funds from the credit granted to the Customer.
5. The period until the product is ready for collection is up to 28 working days, unless the sales contract provides otherwise. The start of the period until the product is ready for collection is calculated as follows:
 - a. If you choose to pay by bank transfer, electronic payment or payment card – from the date on which the Seller's bank account or settlement account is credited.
 - b. If you choose to pay in cash upon personal collection – from the date of conclusion of the Sales Agreement.
 - c. If the Customer chooses to pay via an instalment plan – from the date the lender notifies the Seller of the conclusion of a credit agreement with the Customer, but no later than the date the Seller's bank account is credited with the funds from the credit granted to the Customer.

7) COMPLAINTS

1. This section sets out the procedure for handling complaints applicable to all complaints submitted to the Seller, in particular complaints regarding products, sales contracts and other complaints addressed to the Seller.
2. A complaint may be submitted, for example, by email to: support@citysofa.eu, in person or in writing to the following address: ul. Zachodnia 6–10, 62–800 Kalisz.
3. Products may be sent or returned under a complaint to the following address: ul. Dobromiejska 40, 60–461 Poznań.
4. It is recommended that the complaint description include: (1) information and circumstances relating to the subject of the complaint, in particular the nature and date of the defect or non-conformity with the contract; (2) a request for the product to be brought into conformity with the contract, or a statement regarding a price reduction, withdrawal from the contract, or any other claim; and (3) the contact details of the person making the complaint – this will facilitate and expedite the processing of the complaint. The requirements set out in the previous sentence are merely recommendations and do not affect the validity of complaints submitted without the recommended description.
5. Should the complainant change the contact details provided during the processing of the complaint, they are obliged to notify the Seller of this.
6. The complainant may attach evidence (e.g. photographs, documents or the product) relating to the subject of the complaint. The Seller may also ask the complainant to provide additional information or send evidence (e.g. photographs) if this facilitates and speeds up the processing of the complaint by the Seller.
7. The Seller shall respond to the complaint without delay, no later than within 14 calendar days of receipt.
8. The basis and scope of the Seller's statutory liability are determined by generally applicable legal provisions, in particular the Civil Code and the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014, item 827, as amended – hereinafter referred to as the Consumer Rights Act). Additional information regarding the Seller's statutory liability for the conformity of the product with the sales contract is set out below:
 - a. In the event of a complaint regarding a product – a movable item (including a movable item with digital elements), excluding, however, a movable item that serves solely as a medium for digital content – this liability is governed by the provisions of the Consumer Rights Act, in particular Articles 43a–43g of the Consumer Rights Act. These provisions specify, in particular, the basis and scope of the Seller's liability towards the consumer in the event of the product's non-conformity with the sales contract.
 - b. The provisions contained in point (a) above concerning the consumer also apply to a Customer who is a natural person entering into a contract directly related to their business activity, where it is apparent from the content of that contract that it is not of a professional nature for that person, arising in particular from the nature of their business activity, as disclosed under the provisions of the Central Register and Information on Economic Activity.
9. In addition to the Seller's statutory liability, a warranty may be provided for the product – this constitutes contractual (additional) liability and may be invoked where the product in question is covered by a warranty. The warranty may be provided by an entity other than the Seller (e.g. by the manufacturer or distributor). Detailed terms and conditions regarding liability under the warranty, including the details of the entity responsible for honouring the warranty and the entity entitled to make a claim under it, are available in the warranty description, e.g. in the warranty certificate or in another document relating to the warranty. The Seller notes that in the event of the product's non-conformity with the contract, the Customer is entitled by law to legal remedies at the Seller's expense, and that the warranty does not affect these legal remedies.
10. The provisions concerning consumers also apply to a Customer who is a natural person entering into a contract directly related to their business activity, where the content of that contract

indicates that it is not of a professional nature for that person, arising in particular from the nature of their business activity, as disclosed under the provisions on the Central Register and Information on Economic Activity.

8) RIGHT TO WITHDRAW FROM A DISTANCE CONTRACT

1. A consumer who has concluded a distance contract may withdraw from it within 14 calendar days without giving any reason and without incurring any costs, except for the costs specified in point 8.9 of the General Terms and Conditions below. To meet the deadline, it is sufficient to send the notice before it expires. The notice of withdrawal from the contract may be submitted, for example:
 - a. in writing to the address: ul. Dobromiejska 40, 60-461 Poznań;
 - b. electronically via email to: support@citysofa.eu.
2. Return of the product – movable property (including movable property with digital elements) as part of the withdrawal from the contract may be sent to the following address: ul. Zachodnia 6–10, 62-800 Kalisz.
3. A sample model withdrawal form is included in Annex 2 to the Consumer Rights Act and is also available as Annex 2 to the General Terms and Conditions. The consumer may use the model form, but this is not mandatory.
4. The period for withdrawal from the contract begins:
 - a. for a contract under which the Seller delivers a product and is obliged to transfer ownership of it – from the moment the consumer or a third party designated by them (other than the carrier) takes possession of the product; and in the case of a contract which: (1) covers multiple products that are delivered separately, in batches or in parts – from the date on which the last product, batch or part is taken into possession; or (2) involves the regular delivery of products over a specified period – from the date on which the first product is taken into possession;
 - b. for other contracts – from the date of conclusion of the contract.
5. In the event of withdrawal from a distance contract, the contract shall be deemed not to have been concluded.
6. The seller is obliged to refund to the consumer, without delay and no later than 14 calendar days from the date of receipt of the consumer's notice of withdrawal from the contract, all payments made by the consumer, including the costs of delivering the product – a movable item, including a movable item with digital elements (with the exception of additional costs resulting from the consumer's choice of a delivery method other than the cheapest standard delivery method available from the Seller for the relevant sales contract). The Seller shall refund the payment using the same method of payment as that used by the consumer, unless the consumer has expressly agreed to a different method of refund which does not entail any costs for them. In the case of products – movable goods (including movable items with digital elements) – if the Seller has not offered to collect the product from the consumer themselves, they may withhold the refund of payments received from the consumer until the product is received back or the consumer provides proof of its return, whichever occurs first.
7. In the case of products – movable goods (including movable goods with digital elements) – the consumer is obliged to return the product to the Seller or hand it over to a person authorised by the Seller to collect it without delay, and no later than within 14 calendar days from the date on which they withdrew from the contract, unless the Seller has offered to collect the product themselves. To meet the deadline, it is sufficient to dispatch the product before it expires.
8. The consumer is liable for any reduction in the value of the product – a movable item (including a movable item with digital elements) – resulting from its use in a manner exceeding that necessary to ascertain the nature, characteristics and functioning of the product.
9. Possible costs associated with the consumer's withdrawal from the contract, which the consumer is obliged to bear:

- a. In the case of products – movable goods (including movable goods with digital elements) – if the consumer has chosen a method of delivery other than the cheapest standard delivery method available from the Seller for the relevant sales contract, the Seller is not obliged to reimburse the consumer for the additional costs incurred by them.
 - b. In the case of products – movable goods (including movable goods with digital elements) – the consumer bears the direct costs of returning the product. In the case of products that cannot be returned by post in the usual manner (e.g. bulky items, items on pallets), the consumer may incur higher return costs – an estimate of these higher return costs can be obtained by entering the shipment details on websites such as: <https://furgonetka.pl/>, <https://gls-group.com/PL/pl/wysylanie-paczek/> or <https://www.sendit.pl/>.
 - c. In the case of a product or service where performance – at the consumer's express request – began before the expiry of the withdrawal period, a consumer who exercises their right of withdrawal after making such a request is obliged to pay for the services provided up to the time of withdrawal. The amount payable is calculated in proportion to the extent of the service provided, taking into account the price or remuneration agreed in the contract. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the service provided.
10. The right to withdraw from a distance contract does not apply to the consumer in respect of contracts: (1) for the provision of services for which the consumer is obliged to pay a price, if the Seller has fully performed the service with the consumer's express and prior consent, and the consumer was informed before the service began that they would lose the right to withdraw from the contract once the Seller had performed the service, and acknowledged this; (2) where the price or remuneration depends on fluctuations in the financial market over which the Seller has no control, and which may occur before the expiry of the withdrawal period; (3) where the subject of the service is a product – a movable item (including a movable item with digital elements) – which is not prefabricated, is manufactured to the consumer's specifications or is intended to meet their individual needs; (4) where the subject of the supply is a product – a movable item (including a movable item with digital elements) – which is liable to deteriorate rapidly or has a short shelf life; (5) where the subject of the supply is a product – a movable item (including a movable item with digital elements) – supplied in sealed packaging which, once opened, cannot be returned for health protection or hygiene reasons, if the packaging was opened after delivery; (6) where the subject of the supply is products – movable goods (including movable goods with digital elements) – which, after delivery, due to their nature, become inseparably combined with other movable goods, including movable goods with digital elements; (7) where the subject of the supply is alcoholic beverages, the price of which was agreed upon at the time of concluding the sales contract, and the delivery of which may take place only after 30 days have elapsed, and the value of which depends on market fluctuations over which the Seller has no control; (8) where the consumer has expressly requested that the Seller visit them to carry out urgent repairs or maintenance; if the Seller additionally provides services other than those requested by the consumer, or supplies products – movable property (including movable property with digital elements) – other than spare parts necessary for the repair or maintenance, the consumer has the right to withdraw from the contract in respect of the additional services or products; (9) where the subject of the supply is audio or video recordings or computer software supplied in sealed packaging, if the packaging has been opened after delivery; (10) for the supply of newspapers, periodicals or magazines, with the exception of subscription contracts; (11) concluded by way of a public auction; (12) for the provision of services relating to accommodation other than for residential purposes, the carriage of goods, car hire, catering, leisure services, or entertainment, sporting or cultural events, where the contract specifies the date or period of service provision; (13) for the supply of digital content not supplied on a tangible medium, for which the consumer is obliged to pay a price, where the Seller has commenced performance with the consumer's express prior consent, and the consumer was informed prior to the commencement of performance that they would lose the right to withdraw from the contract once the Seller had performed the service, and has acknowledged this, and the Seller has provided the consumer

with the confirmation referred to in Article 15(1) and (2) or Article 21(1) of the Consumer Rights Act; (14) for the provision of services for which the consumer is obliged to pay a price, where the consumer has expressly requested the Seller to visit them for the purpose of carrying out repairs, and the service has already been fully performed with the consumer's express and prior consent.

11. The provisions concerning the consumer contained in this point 8 of the Terms and Conditions shall also apply to a Customer who is a natural person entering into a contract directly related to their business activity, where it is apparent from the content of that contract that it is not of a professional nature for that person, arising in particular from the nature of their business activity, as disclosed under the provisions of the Central Register and Information on Economic Activity.

9) OUT-OF-COURT METHODS OF HANDLING COMPLAINTS AND PURSUING CLAIMS, AND THE RULES GOVERNING ACCESS TO THESE PROCEDURES

1. Methods of resolving disputes without going to court include, amongst others: (1) facilitating a rapprochement between the parties' positions, e.g. through mediation; (2) proposing a resolution to the dispute, e.g. through conciliation; and (3) resolving the dispute and imposing a solution on the parties, e.g. through arbitration (an arbitration tribunal). Detailed information regarding the options available to a Customer who is a consumer for out-of-court complaint handling and redress, the rules governing access to these procedures, and a user-friendly search engine for entities specialising in amicable dispute resolution are available on the website of the Office of Competition and Consumer Protection at: <https://polubowne.uokik.gov.pl/>.
2. A contact point operates under the President of the Office of Competition and Consumer Protection, whose tasks include providing consumers with information on out-of-court resolution of consumer disputes. Consumers may contact the point: (1) by telephone – by calling 22 55 60 332 or 22 55 60 333; (2) by email – by sending a message to: kontakt.adr@uokik.gov.pl or (3) in writing or in person – at the Office's headquarters at Plac Powstańców Warszawy 1 in Warsaw (00-030).
3. The consumer has the following examples of options for using out-of-court complaint handling and redress procedures: (1) a request for dispute resolution to a permanent consumer arbitration court; (2) a request for out-of-court dispute resolution to the provincial inspector of the Consumer Protection Authority; or (3) assistance from the district (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection (e.g. the Consumer Federation, the Association of Polish Consumers). Advice is provided, amongst other channels, via email at porady@dlakonsumentow.pl and via the consumer helpline on 801 440 220 (the helpline is open on working days, from 8:00 to 18:00; call charges apply according to the operator's tariff).

10) PROVISIONS CONCERNING BUSINESS CUSTOMERS

1. This Section 10 of the GTC and all provisions contained therein are directed at, and are therefore binding only on, a Customer who is not a consumer. Furthermore, this clause of the GTC and all provisions contained therein are not addressed to, and are therefore not binding on, a Customer who is a natural person entering into a contract directly related to their business activity, where the content of that contract indicates that it is not of a professional nature for that person, arising in particular from the nature of their business activity, as disclosed under the provisions of the Central Register and Information on Economic Activity, unless the application of the provisions contained in this clause of the GTC to such persons is prohibited.
2. In the event of a delay in payment, including advance payments, we reserve the right to refuse to enter into further contracts and to suspend the performance of contracts already concluded until the outstanding payments have been made, which shall not give rise to any claims on your part against us.

3. We reserve the right to withdraw from the sales contract within 30 days of its conclusion without giving any reason.
4. In the event of any disputes arising in connection with the contract, you are not entitled to withhold payment or part of the payment.
5. The Seller's liability under the warranty for the product or for the product's non-conformity with the sales contract is excluded.
6. Upon our handover of the products to the carrier, the benefits and burdens associated with the products, as well as the risk of accidental loss or damage to the products, pass to you. In such a case, we shall not be liable for any loss, shortage or damage to the products arising from the time of their acceptance for carriage until their delivery to you, nor for any delay in the carriage of the consignment.
7. If the products are sent to you via a carrier, you are obliged to inspect the consignment in a timely manner and in the manner customary for consignments of this kind. If you find that the products have been lost or damaged during transport, you are obliged to take all necessary steps to establish the carrier's liability.
8. Any delay or failure on our part to fulfil the terms of the contract shall not constitute grounds for you to withdraw from the contract or to claim compensation for losses incurred or other equivalent payments, if the non-performance or improper performance of the contract was caused by factors for which we are not responsible and to the occurrence of which we did not contribute.
9. The Seller's liability towards the customer, regardless of its legal basis, is limited – both in respect of a single claim and in respect of all claims in aggregate – to the amount of the price paid and the delivery costs under the sales contract, but not exceeding one thousand zlotys. The financial limit referred to in the preceding sentence applies to all claims made by the customer against the Seller, including in the event that no sales contract has been concluded or in cases unrelated to the sales contract. The Seller shall be liable to the customer only for typical damages foreseeable at the time of conclusion of the contract and shall not be liable for loss of profits.
10. Any disputes arising between us and the buyer shall be submitted to the court having jurisdiction over the Seller's registered office.

11) FINAL PROVISIONS

1. Contracts concluded with the Seller are drawn up in Polish.
2. In matters not covered by these GTC, the generally applicable provisions of Polish law shall apply, in particular: the Civil Code; the Consumer Rights Act; and other relevant provisions of generally applicable law.

Appendix 1 to the GTC

PRIVACY POLICY

This privacy policy is for information purposes only, which means that it does not impose any obligations on you. The privacy policy primarily sets out the rules governing the processing of personal data obtained from you by the Controller, including the legal basis, purposes and scope of personal data processing, as well as the rights of data subjects.

1) GENERAL PROVISIONS

1. The Controller of personal data collected in connection with transactions governed by these GTC is STRATUS ONE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, with its registered office in Poznań, entered in the Register of Entrepreneurs of the National Court Register under number 0000468306, the registry court where the company's documentation is held: Poznań–Nowe Miasto and Wilda District Court in Poznań, 8th Commercial Division of the National Court Register, registered office and address for service: ul. Dobromiejska 40, 60-461 Poznań, Tax Identification Number (NIP) 7811886171, REGON 302489013, share capital: PLN 5,000.00, email address: contact@citysofa.eu, telephone number: +48 668624620 – hereinafter referred to as the “Controller” and acting as the Seller.
2. Contact details of the Data Protection Officer appointed by the Controller: email: iod@citysofa.eu, telephone: +48 668624620.
3. Personal data is processed by the Controller in accordance with applicable law, in particular in accordance with Regulation (EU) 2016/679 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, and repealing Directive 95/46/EC (General Data Protection Regulation) – hereinafter referred to as the “GDPR” or “GDPR Regulation”. Official text of the GDPR: <http://eur-lex.europa.eu/legal-content/PL/TXT/?uri=CELEX%3A32016R0679>.
4. Entering into contracts under these General Terms and Conditions is voluntary. Similarly, the provision of personal data by you is voluntary, subject to two exceptions: (1) entering into contracts with the Controller – failure to provide, in the cases and to the extent specified in these GTC and this privacy policy, the personal data necessary for the conclusion and performance of a Sales Contract with the Controller will result in the inability to conclude such a contract. In such cases, the provision of personal data is a contractual requirement and if the data subject wishes to conclude a contract with the Controller, they are obliged to provide the required data. In each instance, the scope of data required to conclude a contract is specified in advance in the GTC or provided by the Controller, e.g. in correspondence via email; (2) the Controller's statutory obligations – the provision of personal data is a statutory requirement arising from generally applicable legal provisions imposing on the Controller the obligation to process personal data (e.g. processing data for the purpose of maintaining tax or accounting records), and failure to provide such data will prevent the Controller from fulfilling these obligations.
5. The Controller takes particular care to protect the interests of the data subjects whose personal data it processes, and in particular is responsible for and ensures that the data it collects is: (1) processed lawfully; (2) collected for specified, lawful purposes and not further processed in a manner incompatible with those purposes; (3) factually accurate and relevant to the purposes for which they are processed; (4) stored in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data are processed; and (5) processed in a manner ensuring appropriate security of personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, by means of appropriate technical or organisational measures.
6. Taking into account the nature, scope, context and purposes of the processing, as well as the risk of varying likelihood and severity of the infringement of the rights or freedoms of natural persons, the Controller shall implement appropriate technical and organisational measures to

ensure that the processing is carried out in accordance with this Regulation and to be able to demonstrate this. These measures shall be reviewed and updated as necessary. The Controller shall implement technical measures to prevent unauthorised persons from accessing or altering personal data transmitted electronically.

2) BASIS FOR DATA PROCESSING

1. The controller is authorised to process personal data where – and to the extent that – at least one of the following conditions is met: (1) the data subject has given consent to the processing of their personal data for one or more specified purposes; (2) processing is necessary for the performance of a contract to which the data subject is a party, or to take steps at the request of the data subject prior to entering into a contract; (3) processing is necessary for compliance with a legal obligation to which the Controller is subject; or (4) processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.
2. The processing of personal data by the Controller requires, in each case, the existence of at least one of the grounds set out in section 2.1 of the privacy policy. The specific grounds for the processing of your personal data by the Controller are set out in the following section of the privacy policy – in relation to the specific purpose of the processing of personal data by the Controller.

3) PURPOSE, LEGAL BASIS AND DURATION OF DATA PROCESSING

1. In each case, the purpose, legal basis, duration and recipients of the personal data processed by the Controller result from the actions you take. For example, if you decide to make a purchase and choose to collect the purchased product in person rather than have it delivered by courier, your personal data will be processed for the purpose of performing the concluded sales contract, but will no longer be made available to the carrier delivering the goods on behalf of the Controller.
2. The Controller may process personal data for the following purposes, on the grounds, and for the periods indicated in the table below:

Purpose of data processing	Legal basis for data processing	Data retention period
Performance of the Sales Contract or taking action at the request of the data subject prior to the conclusion of the aforementioned contract	Article 6(1)(b) of the GDPR (performance of a contract) – processing is necessary for the performance of a contract to which the data subject is party, or to take steps at the request of the data subject prior to entering into a contract	The data is stored for the period necessary for the performance, termination or expiry of the concluded Sales Agreement.
Marketing	Article 6(1)(a) of the GDPR (consent) – the data subject has given consent to the processing of their personal data for marketing purposes by the Controller	The data is stored until the data subject withdraws their consent to the further processing of their data for this purpose.

Keeping of accounts	Article 6(1)(c) of the GDPR in conjunction with Article 74(2) of the Accounting Act of 30 January 2018 (Journal of Laws of 2018, item 395) – processing is necessary for compliance with a legal obligation to which the Controller is subject;	The data is stored for the period required by the legal provisions obliging the Controller to keep accounting records (5 years, counting from the start of the year following the financial year to which the data relates).
Establishing, exercising or defending claims that may be raised by the Controller or against the Controller	Article 6(1)(f) of the GDPR (legitimate interests of the controller) – processing is necessary for the purposes of the legitimate interests pursued by the Controller – consisting in the establishment, exercise or defence of legal claims which the Controller may bring or which may be brought against the Controller	The data is stored for the duration of the legitimate interest pursued by the Controller, but for no longer than the limitation period for claims that may be brought against the Controller (the basic limitation period for claims against the Controller is six years).

4) DATA RECIPIENTS

1. It is necessary for the Controller to use the services of external entities (such as, for example, a software provider, courier or payment processor). The Controller uses only the services of such processors who provide sufficient guarantees that they have implemented appropriate technical and organisational measures, so that the processing meets the requirements of the GDPR and protects the rights of data subjects.
2. Personal data may be transferred by the Controller to a third country, in which case the Controller ensures that this will take place in relation to a country providing an adequate level of protection – in accordance with the GDPR – and that the data subject has the opportunity to obtain a copy of their data. The Controller transfers the collected personal data only where and to the extent necessary to fulfil the specific purpose of data processing in accordance with this privacy policy.
3. The Controller does not disclose data in every instance, nor to all recipients or categories of recipients listed in the privacy policy – the Controller discloses data only when it is necessary to achieve a specific purpose of personal data processing, and only to the extent necessary to achieve that purpose. For example, if you choose to collect your order in person, your data will not be transferred to a carrier working with the Controller.
4. Your personal data may be transferred to the following recipients or categories of recipients:
 - a. carriers / freight forwarders / courier brokers / entities managing the warehouse and/or the dispatch process – if you choose to have the Product delivered by post or courier, The Controller shares your collected personal data with the selected carrier, freight forwarder

or intermediary handling shipments on the Controller's behalf, and if the shipment originates from an external warehouse – with the entity managing the warehouse and/or the dispatch process – to the extent necessary to complete the delivery of the product.

- b. entities handling electronic or card payments – if you use electronic or card payment methods, the Controller shares your collected personal data with the selected entity handling such payments on the Controller's behalf, to the extent necessary to process the payment you have made.
- c. Credit providers / lessors – if you use an instalment payment scheme or a leasing payment method, the Controller shares your collected personal data with the selected credit provider or lessor handling such payments on the Controller's behalf, to the extent necessary to process the payment you have made.
- d. service providers supplying the Controller with technical, IT and organisational solutions enabling the Controller to conduct its business activities, (in particular, email service providers and providers of business management software and technical support to the Controller) – the Controller will make your collected personal data available to a selected provider acting on its behalf only where and to the extent necessary to achieve the specific purpose of data processing in accordance with this privacy policy.
- e. accounting, legal and advisory service providers providing the Controller with accounting, legal or advisory support (in particular an accounting firm, a law firm or a debt collection agency) – The Controller discloses your collected personal data to a selected service provider acting on its behalf only where and to the extent necessary to achieve the specific purpose of data processing in accordance with this privacy policy.

5) RIGHTS OF THE DATA SUBJECT

1. Right of access, rectification, restriction, erasure or data portability – the data subject has the right to request from the Controller access to their personal data, its rectification, erasure ('right to be forgotten') or restriction of processing, and has the right to object to the processing, as well as the right to data portability. The detailed conditions for exercising the above rights are set out in Articles 15–21 of the GDPR.
2. Right to withdraw consent at any time – a data subject whose data is processed by the Controller on the basis of consent (pursuant to Article 6(1)(a) or Article 9(2)(a) of the GDPR), has the right to withdraw consent at any time without affecting the lawfulness of processing carried out on the basis of consent prior to its withdrawal.
3. Right to lodge a complaint with a supervisory authority – a data subject whose data is processed by the Controller has the right to lodge a complaint with a supervisory authority in the manner and procedure set out in the provisions of the GDPR and Polish law, in particular the Personal Data Protection Act. The supervisory authority in Poland is the President of the Personal Data Protection Office.
4. Right to object – the data subject has the right at any time to object – on grounds relating to their particular situation – to the processing of their personal data based on Article 6(1)(e) (public interest or public tasks) or (f) (the controller's legitimate interest), including profiling based on these provisions. In such a case, the controller may no longer process such personal data unless it demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or grounds for the establishment, exercise or defence of legal claims.
5. Right to object to direct marketing – where personal data is processed for the purposes of direct marketing, the data subject has the right at any time to object to the processing of their personal data for such marketing purposes, including profiling, to the extent that the processing is related to such direct marketing.
6. To exercise the rights referred to in this section of the privacy policy, you may contact the Controller by sending a written message or an email to the Controller's address indicated at the beginning of the privacy policy.

Appendix 2 to the General Terms and Conditions

MODEL CONTRACT WITHDRAWAL FORM

(APPENDIX 2 TO THE CONSUMER RIGHTS ACT)

Model withdrawal form

(this form should be completed and returned only if you wish to withdraw from the contract)

– Addressee:

STRATUS ONE LIMITED LIABILITY COMPANY

40 Dobromiejska Street, 60-461 Poznań (ADDRESS FOR RETURNING GOODS: 6-10 Zachodnia
Street, 62-800 Kalisz)
support@citysofa.eu

– I/We(*) hereby give notice of my/our withdrawal from the contract of sale of the following goods(*) the contract for the supply of the following goods(*) the contract for specific work consisting of the manufacture of the following goods(*)/the provision of the following service(*)

– Date of conclusion of the contract(*)/receipt(*)

– Name and surname of the consumer(s)

– Address of the consumer(s)

– Signature of the consumer(s) (only if the form is submitted in paper form)

– Date

(*) Delete as appropriate.