

**TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC SERVICES  
SWAY TODAY DANCE' INTERNET SERVICE**

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## § 1

### General provisions

1. The owner of the **SWAY TODAY DANCE** Internet service available under the domain swaytodaydance.com (hereinafter: **Service**) is Diana Morozova conducting business activity under the name "**Sway Today Dance Diana Morozova**", 31/103 Nowogrodzka Street, 00-511 Warsaw, NIP: 5242844106, REGON: 528520535 , registered in the Central Register of Business Activity and Information (hereinafter: **Service Provider**).
2. These Rules set out in particular:
  - a) the rules for the use of the Website, including the rules for the conclusion of contracts for the supply of digital content through the Website;
  - b) terms and conditions for placing orders for digital content available on the Website;
  - c) order processing times and rules;
  - d) terms and forms of payment;
  - e) technical requirements;
  - f) prohibitions on the supply of unlawful content
  - g) the customer's right of withdrawal;
  - h) rules for filing and handling complaints;
  - i) specific rights of the consumer customer.
3. The Service Provider sells and provides Services through the Website, using means of distance communication. Contracts concluded by the Customer with the Service Provider through the Website are distance contracts within the meaning of the Consumer Rights Act of 30 May 2014.
4. Browsing the Website does not require registration, and self-ordering of Digital Content by the Customer does not require registration of an account.
5. The Terms and Conditions are available free of charge on the Website, in a form that allows them to be obtained, reproduced and recorded.
6. The Customer is obliged to read the Terms and Conditions. Use of the Service is possible only after reading and accepting the Terms and Conditions.
7. The customer may be a person with full legal capacity.
8. Terms used in the Regulations shall mean:
  - a) **Working Days** - all days excluding Saturdays, Sundays and public holidays;
  - b) **Customer** - a person using the Website, acquiring Digital Content or Services provided by the Service Provider as part of the Website
  - c) **Consumer** - a natural person making a legal transaction with a trader which is not directly related to his/her commercial or professional activity;
  - d) **Product** - digital content available on the Website in the form of an electronic file in video format which is the subject of a sales contract between the Client and the Service Provider;
  - e) **Entrepreneur on consumer rights** - a Customer who is a natural person and who has concluded or intends to conclude an Agreement for the provision of digital content with the Seller or has concluded or intends to conclude an agreement with

the Seller for the provision of Electronic Services directly related to his/her business activity, when the content of the agreement indicates that it is not of a professional nature for him/her, arising in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity

- f) **Rules of Procedure** - these Rules of Procedure;
  - g) **Website** - the website under the domain swaytodaydance.com, by means of which the Service Provider provides electronic services to the Customer, as well as offers Digital Content to the Customer and enables the conclusion of contracts;
  - h) **Digital Content Delivery Contract** - a contract for the delivery of Digital Content (Product), concluded between the Service Provider and the Customer via the Website, pursuant to which the Service Provider is obliged to deliver the Product to the Customer and the Customer is obliged to pay the Service Provider the price for the Product;
  - i) **Electronic Service** - a service provided electronically by the Service Provider to the Customer via the Website;
  - j) **Digital Service** - a digital service within the meaning of Article 2(5a) of the Consumer Rights Act of 30 May 2014, provided by the Service Provider, offered to Customers through the Website;
  - k) **Service provider** - the entity referred to in § 1.1 above;
  - l) **Digital Content (Products)** - content within the meaning of Article 2(5) of the Consumer Rights Act of 30 May 2014, offered to Customers through the Service;
  - m) **Order** - a declaration of intent to conclude an Agreement for the provision of digital content by the Customer submitted via an e-mail message sent to the Service Provider's electronic mail address (e-mail address) or via the Telegram function available on the Website, aiming directly at concluding an Agreement for the provision of digital content with the Service Provider.
9. In the event of a reasonable suspicion that the Client has provided false data, the Service Provider is entitled to withdraw from the execution of the Contract by notifying the Client.
10. If the Customer provides erroneous or inaccurate data, the Service Provider shall not be liable for non-delivery or delayed delivery of the Product or non-performance of the Service or Digital Service, to the fullest extent permitted by law.
11. The information contained on the Website, including in particular announcements, advertisements and price lists, do not constitute an offer within the meaning of Article 66 of the Act of 23 April 1964 Civil Code. However, the information contained on the Website constitutes an invitation to conclude an Agreement, as described in Article 71 of the Civil Code.
12. The Service Provider is obliged to provide the Customer who is a Consumer, in a clear and conspicuous manner, immediately before the Customer places the order, with information on, in particular:
- a) the main features of the service, including the subject matter and the means of communication with the customer,

- b) the total price or consideration for the performance including taxes and, where the nature of the subject matter of the performance does not, reasonably, allow for their calculation in advance, the manner in which they will be calculated, as well as transport, delivery, postal and other charges and, where the amount of such charges cannot be determined, the obligation to pay them;
  - c) the right of withdrawal or the absence of such a right,
  - d) the duration of the contract or how and why the contract should be terminated - if the contract is of indeterminate duration or is to be extended automatically;
  - e) the minimum duration of the client's contractual obligations.
13. Where the Service Provider provides for the possibility of accepting individual (bespoke) orders from Clients, such orders may be placed by Clients via the Service Provider's e-mail address indicated on the Site. In such a case, the Service Provider shall make a quote and send it to the e-mail address indicated by the Client.
14. The lead time for an individual (bespoke) order is 30 days from the conclusion of the Contract, unless the Service Provider has informed the Customer, at the latest before the order is placed, of a different time limit.
15. The Website serves Customers worldwide, unless the Service Provider's offer on the Website contains different provisions.
16. It is not possible to give feedback on the website.

## **§ 2**

### **Technical requirements for using the Website**

1. In order to browse the Website, it is necessary to:
  - a) a terminal device with access to the Internet,
  - b) a web browser capable of accepting cookies; for example, Internet Explorer, Microsoft Edge, Google Chrome, Mozilla Firefox, Opera or Safari in its current version;
  - c) acceptance of necessary cookies.
2. In order to use the functionalities of the Website, in particular to register on the Website or place orders for Products, an active electronic mail (e-mail) account is required.
3. The Website uses cookies in order to properly perform the Services, as well as to ensure security. The blocking of cookies, as well as the use of external applications to block cookies, may result in the malfunctioning of the Website, as well as prevent the proper implementation of the Service, for which the Service Provider shall not be liable.

## **§ 3**

### **Procedure for the conclusion of a Digital Content Agreement**

1. In order to initiate the procedure for the conclusion of the Contract for the provision of digital content, an Order must be submitted by sending it to the e-mail address provided on the Website, or via the Telegram function available on the Website and, after receiving a return message with information on payment, make payment to the bank account indicated in the message.
2. After the Order has been placed, the Service Provider will issue a VAT invoice, which will be sent to the Customer's e-mail address.
3. **The contract for the provision of digital content (Product) between the Customer and the Service Provider is concluded when the payment is effectively made by the Customer.**
4. The Service Provider will make the Product available to the Customer within 14 working days of the conclusion of the Digital Content Contract (Product).
5. Access to the Digital Content (depending on the type of Product ordered) will be granted to the Customer for a period of 3 months or 1 month.
6. The price for the delivery of a given Product (Product price) is shown on the Website next to the given Product in Polish zloty.
7. The prices displayed next to the Products offered on the Website are gross prices, i.e. they include value added tax (VAT).
8. The Client agrees that the Service Provider may issue and send invoices in electronic form, as well as correction invoices and duplicate invoices in electronic form, to the Client's e-mail address.

#### § 4

#### **Complaint Procedure and Product Liability**

1. The provisions of this paragraph of the Terms and Conditions, in accordance with the provisions of Chapter 5a of the Consumer Rights Act of 30 May 2014, shall apply to the Service Provider's liability for non-compliance of the Product with the Contract concluded with:
  - a) Consumer, or
  - b) a natural person concluding a contract directly related to that person's business activity, where it follows from the content of that contract that it is not of a professional nature for that person, arising in particular from the subject of that person's business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity (**Entrepreneur on the rights of the consumer**).
2. The Service Provider undertakes that the Products offered are free from physical and legal defects.

3. The basis and scope of the Service Provider's liability to the Consumer if the delivered Product has a physical or legal defect (warranty) are set out in generally applicable laws, in particular the Civil Code and the Consumer Rights Act of 30 May 2014.
4. Liability to the Customer who is not a Consumer or an Entrepreneur on the rights of a Consumer on account of Product warranty is excluded.
5. If the Products (Digital Content) are not in conformity with the contract, the Customer may request that they be brought into conformity with the contract.
6. The Service Provider may refuse to bring the Digital Content into conformity with the contract if bringing the Digital Content into conformity with the contract is impossible or would require excessive costs for the Service Provider.
7. If the Digital Content is not in conformity with the contract, the Customer may make a declaration to reduce the price or withdraw from the contract when:
  - 1) bringing the Digital Content into conformity with the agreement is impossible or requires unreasonable costs pursuant to Article 43m (2) and (3) of the Act on Consumer Rights
  - 2) The Service Provider has failed to bring the Digital Content into conformity with the contract in accordance with Section 43m (4) of the Consumer Rights Act
  - 3) the non-conformity of the Digital Content with the contract continues even though the Service Provider has attempted to bring the Digital Content into conformity with the contract
  - 4) the lack of conformity of the Digital Content with the contract is such as to justify a reduction in price or withdrawal from the contract without first having recourse to the remedy set out in Article 43m of the Consumer Rights Act
  - 5) it is clear from the Service Provider's statement or circumstances that it will not bring the Digital Content into conformity with the contract within a reasonable time or without undue inconvenience for the Customer.
8. The customer may not withdraw from the contract if the Digital Content is provided in exchange for the payment of a price and the lack of conformity of the Digital Content with the contract is immaterial.
9. If the Customer withdraws from the contract, the Service Provider shall only be obliged to refund the price for the part corresponding to the Digital Content that is not in conformity with the contract and the Digital Content whose obligation to deliver has fallen away as a result of the withdrawal.
10. The Service Provider shall refund the price using the same method of payment used by the Client, unless the Client has expressly agreed to a different method of refund that does not incur any costs for the Client. The Service Provider shall issue an appropriate correction to the Client's proof of purchase (corrective VAT invoice).
11. The Provider's liability is limited to the value of the Digital Content that was to be delivered. The Service Provider's liability for damage caused by the non-delivery of the Digital Content does not include lost profits.

12. The Client may submit a complaint in documentary form to the Service Provider's e-mail address on the Site (e-mail address: swaytodaydance@gmail.com)
13. The Service Provider (Seller) shall respond to the Consumer's complaint no later than within 14 days of receipt.
14. If the Service Provider does not respond to the complaint within the time limit, the complaint is deemed to have been acknowledged.
15. The Service Provider shall inform the Customer of the outcome of the complaint on paper or another durable medium.

## **§ 5**

### **Personal Data**

1. The provision of personal data by the Customer on the Website is voluntary, but necessary for the conclusion of a Digital Content Agreement or Electronic Service Agreements. The Customer is not entitled to provide third parties as his/her personal data.
2. All issues relating to the protection of personal data and the use of cookies are dealt with in detail in the Cookies Policy and the Privacy Policy.

## **§ 6**

### **Licence**

1. The Service Provider grants the Client a royalty-free non-exclusive licence, without the right to sub-licence, to use the Digital Content made available to the Client, for which the Service Provider holds the proprietary copyrights. The licence referred to in the preceding sentence is granted without territorial and temporal limitations from the date on which the Digital Content, which has the characteristics of a work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (consolidated text: Journal of Laws of 2018, item 1191, as amended), was made available to the Client and covers the following fields of exploitation:
  - 1) in terms of recording and multiplication of the work - production of copies of the work using any technique, including but not limited to print and digital;
  - 2) within the scope of dissemination of the work - displaying, reproducing as well as making the work available in such a way that everyone can have access to it at a place and time individually chosen by them (including its introduction to the memory of the Client's computers and internal computer networks);
  - 3) make alterations and other modifications to the work and use such alterations and modifications
2. In the event of a breach of the terms of the licence referred to in paragraph 1 above, in particular in the event of unauthorised sharing by the Client with third parties of the Digital Content made available to the Client under the licence, the Client shall pay the Service Provider a contractual penalty in the amount of PLN 2,000 for each case of breach, without further notice, to the bank account specified in the debit

note issued by the Service Provider. The Service Provider is entitled to claim damages from the Client in excess of the reserved contractual penalty.

3. In any case of violation of the conditions of the licence referred to in paragraph 1 above, the Service Provider may terminate the licence agreement referred to in paragraph 1 above with immediate effect.

## **§ 7**

### **Provision of Services by Electronic Means**

1. The Service Provider provides the following Electronic Services to Customers via the Website:
  - 1) enable customers to send an enquiry to the Seller via the Contact Form
2. The Service Provider undertakes to provide the Electronic Services in accordance with the Terms and Conditions.
3. The Service Provider sets out below the types and scope of the Electronic Services and the terms and conditions for entering into and terminating contracts for the provision of Electronic Services.
4. In order to contact the Service Provider, the Client may use the **Contact Form**. The Contact Form is an Electronic Service provided free of charge. The Service is voluntary, non-recurring and the contract for its provision is concluded when the Customer begins to complete the Contact Form and is terminated when the Customer sends the Contact Form to the Service Provider or resigns from completing the Contact Form.

## **§ 8**

### **Complaint Procedure in connection with the provision of Electronic Services**

1. Complaints related to the provision of Electronic Services by the Service Provider and other complaints related to the operation of the Website may be submitted in documentary form to the Service Provider's e-mail address on the Website (e-mail address: [swaytodaydance@gmail.com](mailto:swaytodaydance@gmail.com)).
2. In order to expedite the processing of complaints, we recommend that you indicate in your claim:
  - 1) information and circumstances relating to the subject of the complaint, in particular the nature and date of the irregularity
  - 2) customer requests
  - 3) the contact details of the customer making the complaint.
3. The Service Provider shall consider the Client's complaint and inform the result of its consideration immediately, no later than within 14 days of its receipt. In the event that the data or information provided in the complaints would need to be supplemented, the Service Provider will ask the Client, before considering the complaint, to supplement it, with the Service Provider being obliged to respond to the Consumer's complaint within a maximum of 14 days of receipt.



4. The Service Provider shall provide the response to the complaint to the Consumer on paper or on another durable medium.
5. In the event that the Service Provider does not respond to the complaint within the time limit, the complaint shall be deemed to have been acknowledged.
6. If a complaint about the Service is accepted, the Service Provider shall perform the Service correctly.
7. The Service Provider's liability for defects in the Services, as well as for non-performance / improper performance of the contract concluded with the Client, is excluded in the case of contracts concluded for a non-Client:
  - a) Consumer;
  - b) a natural person who enters into a contract with the Service Provider directly related to his/her business activity, where it is evident from the content of that contract that it is not of a professional nature for that person, arising in particular from the subject matter of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.

## § 9

### **Withdrawal from the Agreement**

1. The consumer may, within 14 calendar days, withdraw from the contract concluded with the Service Provider, without giving any reason and without incurring any costs other than those provided for by law and indicated in the Terms and Conditions. Sending the Seller's declaration of withdrawal before the deadline is sufficient to meet the deadline.
2. **The right of withdrawal does not apply to a contract for the supply of Digital Content for which the Consumer is obliged to pay the price and which is not recorded on a tangible medium, if the performance has begun with the Consumer's express consent before the expiry of the deadline for withdrawal and after the Service Provider has informed the Consumer of the loss of the right of withdrawal (Article 38(1)(13) of the Consumer Rights Act of 30 May 2014).**
3. If the Consumer does not agree to the performance before the end of the withdrawal period, the service shall be provided after the end of that period.
4. The Service Provider informs that the consent referred to in the preceding paragraph shall result in the loss of the Consumer's right of withdrawal.
5. The provisions of paragraphs 2-4 above shall also apply to Customers who are not Consumers.
6. The declaration of withdrawal may be submitted in documentary form to the Service Provider's e-mail address on the Website (e-mail address: swaytodaydance@gmail.com).

7. The declaration may be made (which means that it is not required) using the model withdrawal form included as Annex No. 2 to the Act on Consumer Rights or the model form included as Annex No. 1 to the Regulations.
8. The withdrawal period shall start from the day of conclusion of the contract.
9. In the event of withdrawal, the contract shall be deemed not to have been concluded.

## **§ 10**

### **Prohibition of Unlawful Content**

1. The Customer is obliged to use the Website, including the offered Electronic Services, in a manner compliant with the provisions of applicable law, the provisions of these Terms and Conditions, as well as with the accepted customs and rules of social coexistence and good manners.
2. The Client must take care to respect the personal rights and copyrights and intellectual property of the Service Provider and third parties.
3. The customer is obliged to enter factually correct data.
4. The Customer may not post unlawful, immoral or otherwise offensive content on the Website, nor may it publish links to pornographic, obscene or demeaning material.
5. In the event that the Service Provider becomes aware of the Client's use of the Site contrary to these Terms and Conditions or the applicable regulations (unauthorised use), the Service Provider shall notify the Client of his/her unauthorised activities with a request to cease them immediately on pain of discontinuing the processing of his/her data and the possibility of using the Site and the Products and Services offered through it. In the event of further violations, the Service Provider may continue to process the Client's data only to the extent necessary to establish liability and subject to recording for evidentiary purposes the fact of their acquisition and the content of these messages.

## **§ 11**

### **Contact details of the service provider**

The Customer may contact the Service Provider:

- 1) by telephone on: +48 733 575 829
- 2) via email to: [swaytodaydance@gmail.com](mailto:swaytodaydance@gmail.com)

## **§ 12**

### **Final provisions**

1. The Service Provider informs that the use of services provided electronically is associated with risks resulting from the generally accessible nature of the Internet, including

in particular the possibility of obtaining or modifying transmitted Client data by unauthorised third parties. In order to minimise the aforementioned risk, the Customer should take appropriate security measures, including in particular the use of anti-virus software, having up-to-date versions of Internet browsers and operating systems, and not using open access points.

2. To the fullest extent permissible by law, the Service Provider shall not be liable for the blocking by mail server administrators of the transmission of messages to the e-mail address indicated by the Customer and for the deletion and blocking of e-mails by software installed on the computer used by the Customer.
3. The Service Provider is not responsible for the equipment and infrastructure used by the Client, including the malfunctioning of public data communication networks, causing, for example, a lack of or interference with access to the Website.
4. The Service Provider informs that the display of the visualisation of the Products in the Client's ICT system, when using the Site, is dependent on a number of factors, including the type of display matrix, aspect ratio, resolution, method of its backlighting, the technologies used and the efficiency of the control electronics and settings. Discrepancies between the visualisation available in the Customer's ICT system and the actual appearance of the Product, cannot be the basis for a complaint.
5. To the fullest extent permitted by law, the Service Provider shall not be liable for any disruptions, including interruptions, to the operation of the Site caused by force majeure, unauthorised acts of third parties or incompatibility of the Site with the Customer's technical infrastructure.
6. The Service Provider reserves the right to temporarily suspend the operation of the Website, in particular in order to carry out maintenance, development or modernisation work.
7. The Service Provider points out that the Website contains content protected by intellectual property rights. The copyrights to the Site as a whole and its individual elements, including content, graphics, works, designs and signs available within it, as well as to the Products (Digital Content) offered through it and delivered as part of an Order belong to the Service Provider and are protected by the Copyright Law and other provisions of generally applicable law. The protection granted to the Website covers all forms of their expression. Clients and visitors to the Website agree to respect the copyright of the Service Provider. The Client or visitor to the Site shall be solely responsible for any failure to comply with the provisions of this paragraph.
8. The Customer is obliged to refrain from any activity that could affect the proper functioning of the Service, including, in particular, any interference with the operation of the Service or its technical elements.
9. The Service Provider undertakes to inform registered Clients of any change to the Terms and Conditions by sending an e-mail to the e-mail address provided during registration, and the Client will be able to delete his/her Account at any time upon receipt of such

information. Amendments to the Terms and Conditions shall not affect Agreements concluded prior to the effective date of the amendments.

10. In matters not regulated in the Regulations, the applicable provisions of Polish law shall apply, including in particular the provisions of:
  - 1) Act of 23 April 1964 Civil Code;
  - 2) Act of 30 May 2014 on consumer rights;
  - 3) Act of 18 July 2002 on the provision of electronic services.
11. Disputes related to Contracts concluded on the basis of the Terms and Conditions shall be resolved by the court having jurisdiction over the Service Provider. This provision does not apply to Contracts concluded with a Consumer.
12. The use of a specific out-of-court means of dispute resolution is only possible with the mutual consent of the Client and the Service Provider. The Consumer has the possibility to use out-of-court ways of dealing with complaints and pursuing claims, for example by submitting a request for dispute resolution to a permanent arbitration court for consumers or by submitting a request for out-of-court dispute resolution to a provincial inspector of the Trade Inspection. Detailed procedures for out-of-court dispute resolution are available on the website of the Office of Competition and Consumer Protection: [www.uokik.gov.pl](http://www.uokik.gov.pl), on the websites of provincial Inspectorates of Trade Inspection, as well as at district (city) consumer ombudsmen.
13. In accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes, the consumer has the possibility to submit a complaint via the ODR (online dispute resolution) platform: <https://webgate.ec.europa.eu/odr>.  
The ODR platform is a platform for online dispute resolution between consumers and traders at EU level, which is an interactive and multilingual website with a one-stop shop for consumers and traders seeking to resolve out-of-court a dispute concerning contractual obligations arising from an online sales or service contract. Dispute resolution through this method is voluntary.
14. The regulations are effective as of: 24.06.2024 r.

**Annex 1 to the Rules of Procedure**

**MODEL WITHDRAWAL FORM**

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

.....  
**(Name of person submitting the letter)**

.....  
.....  
**(address of the person submitting the letter)**

**Sway Today Dance Diana Morozova**  
Address for service:  
Ul. Nowogrodzka 31/103, 00-511 Warsaw

**WITHDRAWAL FROM THE CONTRACT**

I, the undersigned, hereby waive the following agreement:

1. Date of conclusion of the contract .....
2. Contract/order number .....
3. Subject of the contract .....

.....  
**Customer's signature**

Date: .....

**Annex 2 to the Rules of Procedure**

**MODEL COMPLAINT**

(this form should only be completed and returned if you wish to make a claim)

.....  
**(Name of person submitting the letter)**

.....  
.....  
**(address of the person submitting the letter)**

**Sway Today Dance Diana Morozova**  
Address for service:  
Ul. Nowogrodzka 31/103, 00-511 Warsaw

**ADVERTISEMENT**

I, the undersigned, hereby lodge a complaint regarding the contract/order dated  
..... no. .... the subject of which was .....

Reason for complaint: .....

(describe the reason for the complaint)

In view of the above, I request that .....

.....  
**Customer's signature**

Date: .....