

## I. **Basic regulations**

Internet shop working at [www.arcadiasoft.eu](http://www.arcadiasoft.eu) is led by ArCADiasoft Chudzik sp. j. company with registered office 90-057 Łódź, ul. Sienkiewicza 85/87, POLSKA, recorded under number 0000316955 to Register of Entrepreneurs in the National Court Register led by District Court for Łódź-Śródmieście in Łódź, called further "Seller".

## II. **Subject matter of an agreement/prices**

Seller offers in shop computer software. Purchase is done by the Internet. Conditions for using bought in shop programs are specified by license. All prices in shop are specified in Euro. In compliance with provisions of Polish law, price:

- a. includes goods and services tax ( VAT ) if buyer is entity not being payer of this tax having registered office or permanent place of residence within the territory of the European Union;
  - b. does not include goods and services tax ( VAT ) if buyer is:
    1. entity not being payer of this tax having registered office or permanent place of residence outside the territory of the European Union;
    2. payer of this tax having registered office or permanent place of residence within the territory of the European Union or outside this territory.
- III. Program descriptions and photos, in particular information and advertising materials, as well as information contained on seller's website do not constitute trading offer, but are only an invitation for conclusion of sales agreement.

## IV. **Conclusion of the contract /payments, shipment and the right to withdraw from the agreement**

Seller reserves the right to change the prices, offer new programs for sale, run or cancel promotion campaigns or make changes into them. Placing order is not equivalent to its acceptance by the seller. Seller may refuse fulfillment of an order, also without giving the reason. Customer has possibility of placing an offer in the following way: [Adding items to the basket](#)

1. Customer browses list of products in the shop and after clicking on name moves to product description.
2. On product description page customer can add product to basket as a new item, clicking "Add to basket" button (with price for given item).
3. Customer can add several same or different items to the basket and order all selected items during one order.
4. Current state of the basket, that is the sum of values of items added to the basket, is currently displayed on top in left menu.

## V. Checking contents of the basket

1. To move to the basket you should click on area displaying current state of the basket.
2. Customer is moved on page with summary of items added by him to the basket.
3. The summary displays item list in a form of table:
  1. name of added product
  2. listed net price
  3. purchase net price

4. purchase gross price

#### VI. Placing order

1. STEP 1 - After checking and accepting contents of the basket, customer clicks "Next" button to move to placing order.
2. STEP 2 - Customer is asked for giving data needed for issue an invoice and data for invoice dispatch (data of person/company, delivery address). To move to next step of order, customer must review and accept Shop Regulations.
3. STEP 3 - Customer sees order summary with data he entered in previous step. After checking his data, customer clicks "Order" button what is equivalent to placed order. Customer can withdraw the order or introduce changes in it, but only till the moment of issue an invoice. Customer receives e-mail with confirmation of the order.
4. STEP 4 - After placing order, customer is moved to page with possibility of payment for order and selects kind of payment from options provided by the system.

#### VII. Payments

1. First step of payment is selection of method which customer will pay for ordered products.
2. After selection of method of payment, customer is moved to page of selected payment system, where he performs the payment.
3. Possible payment results:
  1. Payment was broken or customer gave up. Customer does not get links for downloading programs and has no possibility to download them. Customer must call payment page from given in e-mail link and start payment process anew.
  2. Proper payment. Customer gets number of performed transaction and system moves customer to our page, at the same time confirming proper completion of payment transaction.

VIII. Completion of order process / Downloading products and licenses If payment ended with success, customer receives e-mail confirming purchase, with basic information about customer who placed the order and list of items for downloading. In case of problems during downloading programs, customer has possibility of contact with our technical department to get help, by e-mail address: [arcadiasoft@arcadiasoft.pl](mailto:arcadiasoft@arcadiasoft.pl), or clicking CONTACT button on website. Invoice will be sent to customer by the Internet within 7 days from date of performing payment. Placing order and performing payment implies consent on getting invoice in above mentioned way. Buyer has the right to withdraw from the agreement within 14 days from the moment of issue an invoice. The right to withdraw from the agreement expires in the moment, when customer downloads software with the help of links to downloading, delivered after placing order. Shop receives orders 24 hours a day.

#### IX. **Customer complaints**

- a. Complaints should be made by letter to the company address or via e-mail to the e-mail address indicated in p. 4 of the Regulations.
- b. In the complaint, please specify the date and type of the purchased product, describe the defect and indicate your claim.
- c. The Seller will respond to your complaint within 14 days from the date of receiving it.

**X. Limitation of liability**

Seller shall not be liable for breaks in use of the shop occurred from technical reasons (maintenance, inspection, replacement of equipment, etc.) or other independent of him circumstances.

**XI. Property reservation**

All goods delivered by ArCADiasoft remain property of ArCADiasoft till total payment of all claims resulting from concluded contract. Third parties access attempts to property of ArCADiasoft must be immediately indicated by the customer.

**XII. Protective rights**

Conditions for using bought in shop programs are specified by license. Delivered by ArCADiasoft software, licenses and documentations are protected by copyright. Granting right to use requires separate consent.

**XIII. Data protection**

Submitted by customers of the shop personal data are processed only for performance of sales agreement and informing customers about new products, services and promotions. This data is not made available for other entities, beyond events stipulated by generally applicable legal provisions in force. Each customer has right of access to his data and right for its correction. Entrusted personal data are preserved and protected according to rules specified in applicable legal provisions in force.

**XIV. Location of performance, jurisdiction**

Shop is led in the territory of the Republic of Poland and the sale is made on conditions specified by Polish law.

**XV. Other agreements**

If individual provisions of the present terms, either in whole or in part, are or will be invalid, validity of the rest of terms is not violated. In place of invalid regulations enter proper statutory provisions. Seller reserves the right to change the Regulations. All changes are applicable from date of their publication on website [www.arcdiasoft.eu](http://www.arcdiasoft.eu). Orders placed before date of introduction of regulations changes will be realized in accordance with the rules in force to date.