

Terms and conditions of the online store Genesis-zone.com



TABLE OF CONTENTS

DEFINITIONS	2
I. RECEIPT AND PROCESSING OF ORDERS.....	2
II. CHANGES TO ORDERS.....	3
III. PRICES OF GOODS.....	3
IV. ORDER PROCESSING TIME.....	3
V. FORMS OF PAYMENT. COMMENCEMENT OF ORDER PROCESSING.....	4
VI. NON-CONFORMITY OF GOODS WITH THE CONTRACT. COMPLAINTS.....	4
VII. WARRANTY. STATUTORY WARRANTY FOR ENTREPRENEURS.....	7
VIII. RIGHT OF WITHDRAWAL.....	7
IX. REFUNDS TO CUSTOMERS. OVERPAYMENTS.....	8
X. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT.....	9
XI. PERSONAL DATA.....	9
XII. CONTACT WITH THE STORE	10
XIII. FINAL PROVISIONS.....	10

The online store www.Genesis-zone.com operating under the brand Genesis is a platform operated by Gamedot Spółka z ograniczoną odpowiedzialnością, 16 Lema Street, 62-050 Mosina, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, IX Economic Department of the National Court Register no. 0000421155, NIP 699-195-40-27, REGON 302074269, with the share capital of PLN 5,000.00 (hereinafter: "Gamedot Sp. z o.o.").

DEFINITIONS

The terms used in these Terms and Conditions shall mean:

- 1) **Genesis-zone.com** - online store operating at www.genesis-zone.com/sklep, selling goods via the Internet.
- 2) **Working days** - all days of the week from Monday to Friday, excluding public holidays.
- 3) **Order processing time** - the time it takes for the Store to complete an order and transfer it to the carrier carrying out the form of delivery chosen by the Customer.
- 4) **Customer** - a natural or legal person or an organizational unit without legal personality, but having the capacity to perform legal actions, making purchases in the Store, having a customer account.
- 5) **Consumer** - a customer who is a natural person making a legal transaction with Genesis-zone.com which is not directly related to his/her business or professional activity, who has a customer account under the terms of these Regulations.
- 6) **Entrepreneur with consumer rights** - a customer who is a natural person making a legal action directly related to his/her business activity, when the content of the action shows that it does not have a professional character for this entrepreneur, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity, who, under the rules set forth in these Regulations, has a Customer account.
- 7) **Customer's account** - a database containing Customer's data used to execute placed orders, order history, Customer's preferences regarding selected store functionalities, data on payments and overpayments for orders;
- 8) **Traditional transfer** - payment made by the customer in a bank through an online or stationary account or at the post office.
- 9) **Electronic transfer** - payment made by the customer from an online bank account through an online payment system.

I. RECEIPT AND PROCESSING OF ORDERS

1. Genesis-zone.com sells goods via the Internet. Genesis-zone.com provides information about the goods on www.genesis-zone.com.
2. The customer of Genesis-zone.com may be a natural person with full or limited legal capacity and a legal person.
3. Orders from Customers are accepted through the website www.genesis-zone.com 7 days a week and 24 hours a day (except for technical interruptions necessary for system updates).
4. To make purchases at Genesis-zone.com it is necessary to have an active e-mail account.

5. By sending an order to Genesis-zone.com, the customer makes an offer to enter into a contract of sale of the ordered goods with Genesis-zone.com. The order confirmation sent by Genesis-zone.com to the e-mail address provided by the Customer constitutes a statement of acceptance of the offer mentioned above. Genesis-zone.com has the right to ask the Customer for confirmation.
6. In order to place an order, the Customer must make:
 - a) selection of the ordered goods,
 - b) choice of delivery method and delivery address,
 - c) choice of payment method,
 - d) acceptance of the terms and conditions.
7. Genesis-zone.com will confirm to the Customer who is a Consumer the conclusion of the contract via e-mail to the Consumer's e-mail address indicated in the order form.
8. Acceptance of our offer means that you thereby express your request for a VAT invoice as a document confirming the purchase of goods in accordance with the provisions of the goods and services tax. Invoices for the purchased product are sent in electronic form (PDF file). Accordingly, your acceptance of our offer is at the same time your consent to the sending of invoices in electronic form, in accordance with the Polish Goods and Services Tax (VAT) regulations.

II. CHANGES TO ORDERS.

1. Making changes is possible by contacting Customer Service via the contact form on the help pages or by sending an e-mail from the address used when placing orders to bok@Genesis-zone.com.
2. Modifications regarding: the Customer's address, delivery address and including refund orders will only be accepted through the contact form on the Help pages or by sending an email from the address used when placing orders to bok@genesis-zone.com.

III. PRICES OF GOODS.

1. All prices of goods posted on the website Genesis-zone.com:
 - a) are given in Polish zloty,
 - b) include VAT,
 - c) do not include information on delivery costs.
2. The price listed next to each good is binding at the time the Customer places an order.
3. Delivery costs will be included as a separate item on the sales document. Delivery of goods is carried out in the manner selected by the Customer and specified in the order. The current table containing information on delivery costs is available when placing an order.

IV. ORDER PROCESSING TIME.

1. The expected time to prepare the order for shipment is max. 48 hours. This is the time that elapses from the acceptance of the order for processing until the package is transferred from Genesis-zone.com to the carrier making the delivery, only working days are taken into account.
2. The order is delivered to the customer via a courier service.
3. For selected goods, Genesis-zone.com reserves the right to exclude some forms of delivery.

4. The customer, receiving the shipment with the order, should check the condition of the package. In case of damage or violation of packaging, a damage protocol should be drawn up in the presence of the courier. The damage protocol sent to Genesis-zone.com together with the complaint will facilitate its processing.

V. FORMS OF PAYMENT. COMMENCEMENT OF ORDER PROCESSING.

1. The customer may choose the following forms of payment for the ordered goods:
 - a) payment on delivery. Order processing begins after the ordering process is completed,
 - b) bank transfer, electronic transfer, payment card via online payment system. Order processing begins after Genesis-zone.com receives confirmation of the correct execution of the operation from the payment operator, in case of bank transfer - after the payment is received in Genesis-zone.com's account.
2. For selected goods, for Customers who are not Consumers, Genesis-zone.com reserves the right to exclude some forms of payment for the order.
3. For orders placed by Consumers, Genesis-zone.com, prior to placing the order, provides information on delivery restrictions and accepted payment methods.

VI. NON-CONFORMITY OF GOODS WITH THE CONTRACT. COMPLAINTS.

1. Genesis-zone.com shall be liable to the Customer if the purchased goods are not in conformity with the contract.
2. The goods are in conformity with the contract if, in particular, their description, type, quantity, quality, completeness and functionality remain in conformity with the contract, and with respect to goods with digital elements - also compatibility, interoperability and availability of updates,
3. In addition, in order to be considered in compliance with the contract, the goods must:
 - a) be suitable for the purposes for which Goods of this kind are usually used, taking into account applicable laws, technical standards or good practices,
 - b) appear in such quantity and have such characteristics, including durability and safety and, with respect to Goods with digital elements, also functionality and compatibility, as are typical of Goods of that kind and which the Consumer or Entrepreneur with consumer rights may reasonably expect, taking into account the nature of the Goods and the public assurance made by Genesis-zone.com or persons acting on their behalf, in particular in advertising or on a label, unless Genesis-zone.com demonstrates that:
 - it did not know of the public assurance in question and, judging reasonably, could not have known of it,
 - prior to the conclusion of the contract, the public assurance was corrected in the terms and form in which the public assurance was made, or in a comparable manner,
 - the public assurance did not affect the decision of the Consumer or the Entrepreneur with the powers of the Consumer to conclude the contract

- c) be delivered with packaging, accessories and instructions that the Consumer or Entrepreneur with consumer rights may reasonably expect to be delivered,
4. Genesis-zone.com shall not be liable for the lack of conformity of the goods with the contract to the extent referred to in paragraph 3 above, if the Consumer or Entrepreneur with consumer rights, at the latest at the time of the conclusion of the contract, was expressly informed that a specific characteristic of the goods deviates from the requirements of conformity with the contract specified in paragraph 3 above, and expressly and separately accepted the lack of a specific characteristic of the goods.
5. Genesis-zone.com is liable for the lack of conformity of the goods with the contract resulting from improper installation of the goods, if:
 - a) it was carried out by or under the responsibility of Genesis-zone.com,
 - b) the incorrect installation carried out by the Consumer or the Entrepreneur with the with consumer rights was due to errors in the instructions provided by the Entrepreneur or a third party.
6. Genesis-zone.com shall be liable for the lack of conformity of the goods with the contract existing at the time of delivery and disclosed within two years from that time, unless the shelf life of the goods, as determined by Genesis-zone.com or persons acting on their behalf, is longer. Any non-conformity of the goods with the contract that becomes apparent before the expiration of two years from the time of delivery of the goods shall be presumed to have existed at the time of delivery, unless the contrary is proven or the presumption cannot be reconciled with the specifics of the goods or the nature of the non-conformity of the goods with the contract.
7. Genesis-zone.com may not rely on the expiration of the time limit for determining the lack of conformity of the Goods with the contract specified in paragraph 6 above, if it has deceitfully concealed the lack.
8. If the goods are not in conformity with the contract, the Consumer or Entrepreneur with with consumer rights may demand repair or replacement.
9. Genesis-zone.com may make a replacement when the Consumer or Entrepreneur with Consumer rights demands repair, or Genesis-zone.com may make a repair when the Consumer or Entrepreneur with Consumer rights demands replacement, if bringing the goods into conformity with the contract in the manner chosen by the Consumer or Entrepreneur with Consumer rights is impossible or would require excessive costs for Genesis-zone.com. If repair and replacement are impossible or would require excessive costs for Genesis-zone.com, it may refuse to bring the goods into conformity with the contract.
10. In assessing the excessive cost to Genesis-zone.com, all circumstances of the case shall be taken into account, in particular the significance of the non-conformity of the Goods with the contract, the value of the goods in conformity with the contract and the excessive inconvenience to the Consumer or the Entrepreneur with consumer rights arising from the change in the manner of bringing the goods into conformity with the contract.
11. Genesis-zone.com shall repair or replace the goods within a reasonable time from the moment Genesis-zone.com is informed by the Consumer or Entrepreneur with Consumer rights of the non-conformity, and without undue inconvenience to the Consumer or Entrepreneur with Consumer rights, taking into account the nature of the goods and the purpose for which the Consumer or Entrepreneur with Consumer rights

- acquired them. The cost of repair or replacement, including in particular the cost of postage, transportation, labor and materials, shall be borne by Genesis-zone.com.
12. The Consumer or Entrepreneur with consumer rights shall make available to Genesis-zone.com the goods subject to repair or replacement. Genesis-zone.com shall collect the goods from the Consumer or Entrepreneur with consumer rights at its expense.
 13. If the goods have been installed before the goods are found to be not in conformity with the contract, Genesis-zone.com disassembles the goods and reassembles them after repair or replacement, or has them done at its expense.
 14. The Consumer or Entrepreneur with consumer rights shall not be obliged to pay for the ordinary use of the goods that are subsequently replaced.
 15. If the goods are not in conformity with the contract, the Consumer or Entrepreneur with consumer rights may submit a statement of price reduction or withdrawal from the contract when:
 - a. Genesis-zone.com has refused to bring the goods into conformity with the contract in accordance with paragraph 9 above,
 - b. Genesis-zone.com has failed to bring the goods into conformity with the contract in accordance with paragraph 11 to paragraph 13 above,
 - c. the failure of the goods to conform with the contract continues even though Genesis-zone.com has attempted to bring the goods into conformity with the contract,
 - d. the lack of conformity of the goods with the contract is so significant that it justifies a reduction of the price or withdrawal from the contract without first resorting to the remedies specified in paragraphs 8 to 13 above,
 - e. it is clear from Genesis-zone.com's statement or circumstances that it will not bring the goods into conformity with the contract within a reasonable time or without undue inconvenience to the Consumer or the Entrepreneur with consumer rights.
 16. Genesis-zone.com shall return to the Consumer or Entrepreneur with consumer rights, the amounts due as a result of exercising the right to reduce the price immediately, no later than within 14 days from the date of receipt of the statement of the Consumer or Entrepreneur with consumer rights about the price reduction.
 17. The Consumer or Entrepreneur with consumer rights may not withdraw from the contract if the lack of conformity of the goods with the contract is insignificant.
 18. If the lack of conformity with the contract concerns only some of the goods delivered under the contract, the Consumer or Entrepreneur with consumer rights may withdraw from the contract only with respect to these goods, as well as with respect to other goods purchased by the Consumer or Entrepreneur with consumer rights together with the non-conforming goods, if the Consumer or Entrepreneur with consumer rights cannot reasonably be expected to agree to keep only the conforming goods.
 19. In the event of withdrawal from the contract, the Consumer or Entrepreneur with consumer rights shall immediately return the goods to Genesis-zone.com at its expense to the address: Gamedot Sp. z o. o., 16 Lema Street, 62-050 Mosina.
 20. To speed up the complaint process, it is recommended to attach the proof of purchase and a description of the defect to the returned goods.
 21. Genesis-zone.com, upon receipt of the parcel with the advertised goods, will respond to the complaint and inform the Customer about further proceedings. The costs associated with sending back the advertised goods (economy parcel), Genesis-

zone.com will reimburse after positive consideration of the complaint in accordance with the procedure described in Section IX Refund to Customers. Overpayments.

22. Genesis-zone.com shall return the price to the Consumer or Entrepreneur with consumer rights immediately, no later than within 14 days from the date of receipt of the goods or proof of their return.
23. Genesis-zone.com shall refund the price using the same method of payment used by the Consumer or Entrepreneur with consumer rights, unless the Consumer or Entrepreneur with consumer rights has expressly agreed to a different method of return that does not involve any costs for the Consumer.
24. Any complaints related to the goods, Consumer or Entrepreneur with consumer rights may address in writing to Genesis-zone.com or via email to bok@genesis-zone.com.
25. Genesis-zone.com will respond to the complaint of the goods within 14 days from the date of the request containing the complaint.
26. Genesis-zone.com does not use the out-of-court dispute resolution referred to in the Act of September 23, 2016 on out-of-court resolution of consumer disputes.

VII. WARRANTY. STATUTORY WARRANTY FOR ENTREPRENEURS.

1. Goods may be covered by a manufacturer's or distributor's warranty. Detailed terms of the warranty and its duration are given in the warranty card issued by the guarantor. The manner of exercising warranty rights is specified in the warranty card.
2. The provisions of the Civil Code on warranty are excluded in the situation where the Customer is an entrepreneur other than an Entrepreneur on consumer rights.

VIII. RIGHT OF WITHDRAWAL.

1. Customers who are Consumers and Entrepreneurs on the rights of Consumers may withdraw from the contract without giving any reason and incurring costs within 14 days, whereby the Consumer or Entrepreneur on the rights of the Consumer shall bear the direct costs of returning the item.
2. The period for withdrawal from the contract begins:
 - a) for a contract in the performance of which Genesis-zone.com delivers the item, being obliged to transfer its ownership - from the taking of possession of the item by the Consumer or Entrepreneur on the rights of the Consumer or a third party indicated by them other than the carrier, and in the case of a contract that:
 - i. involves multiple items that are delivered separately, in batches or in parts - from taking possession of the last item, batch or part;
 - ii. involves the regular delivery of goods for a fixed period - from taking possession of the first item;
 - b) for other contracts - from the date of conclusion of the contract.
3. The right of withdrawal does not apply to the Consumer or Entrepreneur on the rights of the Consumer in cases:
 - a) Contracts in which the subject of performance are goods that after delivery, due to their nature, become inseparably connected with other goods;
 - b) contracts in which the subject of performance are sound or visual recordings or computer programs delivered in sealed packaging, if the packaging has been opened after delivery;

- c) contracts for the supply of newspapers, periodicals or magazines, except for a subscription contract;
 - d) contracts for the supply of digital content that is not recorded on a tangible medium, if the performance has begun with the express consent of the consumer before the expiration of the deadline for withdrawal from the contract and after the entrepreneur has informed him of the loss of the right of withdrawal;
 - e) in which the subject of performance is an item delivered in a sealed package, which cannot be returned after opening the package for health or hygiene reasons, if the package has been opened after delivery.
4. The Consumer or Entrepreneur on the rights of the Consumer should make a statement of withdrawal from the contract, which can be made in any form. To meet the deadline it is sufficient to send the statement before its expiration by mail to the address: Gamedot Sp. z o. o., 16 Lema St., 62-050 Mosina or by e-mail to: bok@Genesis-zone.com. Upon the Customer's request, Genesis-zone.com will provide the Customer with a sample withdrawal statement form. The model statement is also Appendix No. 2 to the Act of May 30, 2014 on Consumer Rights (i.e. Journal of Laws of 2024, item 1796). Genesis-zone.com provides the possibility to submit a statement of withdrawal from the contract by means of a form at <https://pl.genesis-zone.com/complaint> (notification type "Return of goods").
 5. Upon receipt of the statement of withdrawal by the Consumer or Entrepreneur on the rights of the Consumer, Genesis-zone.com will immediately acknowledge its receipt via e-mail, to the address through which the statement was sent.
 6. The Consumer or Entrepreneur on the rights of the Consumer with the withdrawal from the contract is obliged to immediately return the goods to Genesis-zone.com, but no later than within 14 days from the day on which he or she withdrew from the contract. For safety reasons, it is recommended to return the goods in their original, intact packaging.
 7. Returned goods Consumer or Entrepreneur on the rights of the Consumer should deliver to the address: Gamedot Sp. z o. o., 16 Lema St., 62-050 Mosina.
 8. The Consumer or Entrepreneur on the rights of the Consumer shall be liable for diminished value of the item resulting from the use of the item beyond what is necessary to ascertain the nature, characteristics and functioning of the item.
 9. Genesis-zone.com shall refund all payments made by the Consumer or Entrepreneur on the rights of the Consumer (the price of the goods and the cost of delivery of the goods) within 14 days from the date of receipt of the statement of withdrawal from the contract, in accordance with the rules described in Section IX Refunds to Customers.

IX. REFUNDS TO CUSTOMERS. OVERPAYMENTS.

1. In the event of circumstances obliging Genesis-zone.com to refund the amounts paid by the Customer, Genesis-zone.com shall refund all payments made by the Customer, no later than within 14 days.
2. Genesis-zone.com shall refund the payment using the same method of payment that was used, unless the Customer has expressly agreed to a different method of refund that does not involve any additional costs for the Customer.
3. If the customer made payment by credit card or electronic transfer, the refund shall be made to the bank account from which the payment was made. In the case of payment by traditional transfer, payment on delivery, or when, for reasons beyond Genesis-

zone.com's control, identification of the bank account from which the payment was made is impossible, the refund will be made after Genesis-zone.com receives the refund instruction from the Customer. The refund will be transferred to the Client's bank account only on the basis of the Client's instruction. The instruction is given to Genesis-zone.com via the contact form on the Help pages or by sending an email from the address used when placing the order to bok@Genesis-zone.com. Genesis-zone.com reserves the right to verify the identity of the Customer submitting the return instruction.

4. Genesis-zone.com shall not be liable for any failure to refund or delay in refunding the amount due if the Customer, who is not a Consumer, fails to indicate the bank account number to which the payment is to be made, despite a request sent to his/her email address, or if the Customer fails to provide Genesis-zone.com with all the information necessary to make the payment. Genesis-zone.com shall not be liable for any failure or delay in making the refund if it is due to the Customer providing incorrect personal information (name, surname, address) or an incorrect account number.

X. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT.

1. According to the Act of July 29, 2005 on used electrical and electronic equipment (Journal of Laws No. 180, item 1495), a customer buying electrical or electronic equipment has the right to return old (used) equipment of the same type to the store where he bought the new product. Gamedot Sp. z o.o. customers wishing to take advantage of this opportunity are asked to send back used equipment to the address: Gamedot Sp. z o.o., 16 Lema Street, 62-050.
2. The cost of shipping used equipment shall be borne by the Customer.

XI. PERSONAL DATA.

1. The administrator of personal data is Genesis-zone.com
2. Personal data provided in the forms are treated as confidential and are not visible to unauthorized persons
3. By placing an order with Genesis-zone.com, the Customer agrees to have his/her personal data placed in Genesis-zone.com's database and processed for the purpose of fulfilling the contract. Provision of personal data by the Customer is voluntary, however, lack of consent to their processing prevents Genesis-zone.com from fulfilling the order. The customer is responsible for providing false personal data.
4. Personal data are protected in accordance with the Act of May 10, 2018 on the protection of personal data (i.e. Journal of Laws of 2019, item 1781) in a way that prevents access by third parties. Detailed rules for the processing of personal data are set out in the privacy policy available at <https://pl.genesis-zone.com/polityka-prywatnosci>.
5. If the Customer gives additional consent, personal data will be processed by Genesis-zone.com in order to inform the Customer about new goods, promotions and services available at Genesis-zone.com.
6. Genesis-zone.com customers have the right to access their personal data, correct it and request its deletion.
7. Contact with the person who supervises the processing of personal data in Genesis-zone.com organization is possible by e-mail at: bok@Genesis-zone.com.

8. Genesis-zone.com has the right to share the Customer's personal data and other data of the Customer with entities authorized under applicable law (e.g. law enforcement agencies).

XII. CONTACT WITH THE STORE

The Customer may contact the Store by mail to the address: Gamedot Sp. z o. o., 16 Lema St., 62-050, electronically by writing to: bok@Genesis-zone.com and at phone number: 570 578 573, as well as using the form in the Contact tab.

XIII. FINAL PROVISIONS.

1. The contract of sale is concluded between the Customer and Gamedot Sp. z o.o.
2. Goods presented on the pages of Genesis-zone.com do not constitute an offer within the meaning of the Civil Code. Information about the goods displayed on the website does not imply that the goods are available at the warehouse of Genesis-zone.com or its suppliers.
3. Genesis-zone.com is not responsible for any blocking by mail server administrators of messages sent to the e-mail address provided by the Customer, or for any deletion or blocking of e-mail messages by software installed on the computer used by the Customer.
4. Genesis-zone.com is not responsible for any errors in the handling of the order or other instructions of the Customer caused by the transmission of incorrect data by the Customer.
5. Genesis-zone.com is not responsible for transactions made by unauthorized third parties who have gained access to the Customer's account as a result of the Customer's failure to exercise caution when using the login and password to the account.
6. Genesis-zone.com uses cookies to observe the use of www.Genesis-zone.com. The types of cookies used by the Store are:
 - a) Session cookies - they work only while you are browsing the pages of the website allowing them to function properly,
 - b) Persistent cookies - remain on your computer after visiting www.Genesis-zone.com,
 - c) Cookies of external entities - allow to adjust the displayed page to the customer's preferences.
7. The customer has the option to use the website without using the cookie mechanism, but this may mean that some features or services of Genesis-zone.com will not work properly. If the Client does not agree to the use of cookies, he or she should, at any time, select in the browser settings the option to reject cookies or to signal their transmission.
8. In matters not covered by these Regulations, the provisions of Polish law shall apply, in particular the Civil Code and the Law on Consumer Rights.
9. None of the provisions of these Regulations should be interpreted as limiting or excluding the rights of the Consumer, which arise for him from universally applicable laws. If it should turn out that any provision of these Terms and Conditions is inconsistent with the provisions protecting the interest of the Consumer - in legal relations between Genesis-zone.com and a Customer who is a Consumer or an

Entrepreneur on the rights of a Consumer, the relevant provisions of the commonly applicable law shall apply, ignoring the inconsistent provisions of these Terms and Conditions.

10. These Terms and Conditions are effective as of 01.01.2021.
11. Genesis-zone.com reserves the right to change the Terms and Conditions in case of changes in legislation, introduction of new functionalities of the online store or commencement of new services. Genesis-zone.com will inform all Customers of any planned changes to the Terms and Conditions by email. Any changes to the Terms and Conditions shall become effective on the date indicated by Genesis-zone.com, not less than 7 days from the date of informing the Customers and making them available on Genesis-zone.com. Orders placed before the effective date of changes to these Terms and Conditions shall be fulfilled on the basis of the provisions in force on the date of the order.
12. These Terms and Conditions are made in Polish and English language versions. In case of any discrepancies between the version, Polish version shall prevail.