

# Account Terms and Conditions

of Ajabu - Wonders of Africa

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## Section 1 DEFINITIONS

**Consumer** - any natural person who concludes or wishes to conclude an agreement under the present Account Terms and Conditions for purposes which are outside that person's trade, business, craft or profession.

**Account** - a free-of-charge function of the Shop (service) which allows the Customer to register his/her own individual account at the Shop and which is regulated by the present Account Terms and Conditions.

**Customer** - anyone who creates or wishes to create an Account and has its habitual residence in the European Union.

**Shop** - online shop Ajabu - Wonders of Africa maintained by the Service Provider at [www.ajabu.africa](http://www.ajabu.africa) directed to Customers.

**Service Provider** - Ajabu Ventures sp. z o.o. (poprzednio Tuale sp. z o.o.) with its registered seat at Kijowska, Poland, entered into the National Court Register - register of entrepreneurs by Sąd Rejonowy dla m. st. Warszawy w Warszawie, XIV Wydział Gospodarczy Krajowego Rejestru Sądowego, under KRS no. 0000931181, NIP 1133045025, REGON no. 52037934000000, share capital PLN 5000,00, paid-in capital PLN 5000,00.

## Section 2 SERVICE PROVIDER'S CONTACT DETAILS

1. Postal address: Kijowska, Poland
2. E-mail address: [hello@ajabu.africa](mailto:hello@ajabu.africa)
3. Phone number: +48797911875

## Section 3 TECHNICAL REQUIREMENTS

1. An active e-mail account and a device with Internet access and a web browser supporting:
  - cookie files
  - JavaScriptare necessary for the correct creation of the Account and its correct functioning.

## Section 4 ACCOUNT

1. The Customer creates an Account voluntarily.
2. The Account provides the Customer with additional options, such as: reviewing the order history of orders placed by the Customer at the Shop, checking the order status or editing his/her data independently.
3. To create an Account the Customer needs to fill out a proper form at the Shop.
4. The creation of the Account entails the conclusion of the contract for an unspecified term between the

Customer and the Service Provider relating to management of the Account on the terms specified in the present Account Terms and Conditions.

5. The Customer can delete the Account at any time without incurring any costs.
6. In order to delete the Account, the Customer should send a resignation to the following e-mail address: hello@ajabu.africa. As a result the Account will be deleted and the contract relating to management of the Account will be terminated.

## Section 5 COMPLAINTS

1. Complaints about functioning of the Account should be addressed to the following e-mail address: hello@ajabu.africa.
2. The Service Provider will review the complaint within the period of 14 days.

### OUT-OF-COURT COMPLAINT AND REDRESS MECHANISM

3. In case where the complaint procedure fails to bring the expected results, the Consumer may use, i.a.:
  - a. assistance of competent **European Consumer Centre** of the EEC-Net. Centres provide Consumers with information about their rights and assist in solving individual problems with cross border transactions. The assistance of Consumer Centres is free of charge by default. A list of Consumer Centres competent for each country can be found at: <https://konsument.gov.pl/eck-w-europie/>;
  - b. **Online Dispute Resolution (ODR)** developed by the European Commission, available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.
4. Furthermore, the following support options are available in the Republic of Poland:
  - a. mediations conducted by the locally competent Regional Trade Inspector, to whom an application for mediation should be directed. The proceedings are free-of-charge by default. A list of Inspectorates can be found at: [https://uokik.gov.pl/wojewodzkie\\_inspektoraty\\_inspekcji\\_handlowej.php](https://uokik.gov.pl/wojewodzkie_inspektoraty_inspekcji_handlowej.php);
  - b. assistance of the locally competent permanent consumer court of arbitration operating with the Regional Trade Inspector, where an application for a review before the arbitration court should be submitted. The proceedings are free-of-charge by default. The list of courts is available at the following address: [https://uokik.gov.pl/stale\\_sady\\_polubowne.php](https://uokik.gov.pl/stale_sady_polubowne.php);
  - c. free-of-charge assistance of the municipal or poviast consumer advocate.

## Section 6 PERSONAL DATA

1. Controller of personal data provided by the Customer when using the Account is the Service Provider. Detailed information on the processing of personal data by the Service Provider – including other purposes and grounds for data processing, as well as on data recipients – can be found in the Privacy Policy available in the Shop – due to the principle of transparency contained in the General Data Protection Regulation of the European Parliament and of the Council on data protection – “**GDPR**”.
2. The objective of processing Customer’s data is to maintain the Account. A basis for processing personal data in this case is a contract or activities taken upon request of the Customer aiming at concluding such a contract (point (b) of Article 6(1) of the GDPR) as well as a legitimate interest of the Service Provider consisting in processing data in order to establish, exercise or defend possible claims (point (f) of Article 6(1) of the GDPR).
3. The provision of data by the Customer is voluntary, but at the same time necessary to maintain the Account. Failure to provide data means that the Service Provider will not be able to provide the service consisting in maintaining the Account.

4. The Customer's data will be processed until:
  - a. the Account is deleted by the Customer or the Service Provider at the Customer's request
  - b. the Customer or the Service Provider ceases to be able to exercise claims related to the Account;
  - c. the Customer's objection to the processing of their personal data is accepted – if the processing was based on the legitimate interest of the Service Provider– depending on what is applicable in a given case and what happens latest.
5. The Customer has the right to request:
  - a. access to his/her personal data,
  - b. their rectification,
  - c. their deletion,
  - d. restriction of processing,
  - e. transfer of data to another controller and the right to:
    - f. object to processing of data at any time on grounds relating to a specific situation of the Customer – to processing of personal data concerning the data subject, based on point (f) of Article 6(1) of the GDPR (i.e. on legitimate interests pursued by the Service Provider).
6. In order to exercise his/her rights, the Customer should contact the Service Provider.
7. If the Customer considers that his/her data is processed illegally, the Customer may lodge a complaint with an authority competent for personal data protection.

## **Section 7 RESTRICTIONS**

1. The Customer is forbidden to provide content of illegal nature.
2. The contract relating to management of the Account is concluded in English.
3. In the case of any substantial reasons which are referred to in paragraph 4, the Service Provider has the right to change the present Account Terms and Conditions.
4. The substantial reasons referred to in paragraph 3 are as follows:
  - a. the need to adapt the Shop to the provisions of the law applicable to the Shop's activity,
  - b. improving safety of the services provided,
  - c. changes in the functionality of the Account which require modifications in of the Account Terms and Conditions.
5. The Customer will be informed about the planned changes in the Account Terms and Conditions via an e-mail sent to the address assigned to the Account at least 7 days before they come into force.
6. If the Customer does not accept the planned changes, he/she should inform the Service Provider about that fact by sending an e-mail to the Service Provider's e-mail address [hello@ajabu.africa](mailto:hello@ajabu.africa). This will result in termination of the contract relating to the management of the Account on the date when the planned changes come into force or before that date, if demanded by the Customer.
7. If the Customer does not object to the planned change before the date of its entry into force, it is assumed that he/she accepts it. However it does not prevent him/her from terminating the contract in the future.
8. Any dispute arising between the Service Provider and the Customer who is not the Consumer will be submitted to the court competent for the Service Provider's registered office.
9. All agreements concluded under the present Account Terms and Conditions are subject to the provisions of Polish law, subject to paragraph 10.
10. The choice of Polish law as governing law for agreements concluded with Consumers under the present Account Terms and Conditions does not revoke or limit the rights of Consumers which they can exercise pursuant to the applicable mandatory provisions of law, applicable to the Consumer in cases where the choice of law does not take place, pursuant to Regulation (EC) of the European Parliament and of the Council

No 593/2008 of 17 June 2008 on the law applicable to contractual obligations (Rome I). This means in particular that if national provisions applicable to a certain Consumer provide for wider protection than that resulting from the present Account Terms and Conditions or the Polish law - this wider protection shall be applied.

11. A natural person concluding an agreement directly related to their economic activity shall be treated as a Consumer and has the same rights as Consumers, when the content of such agreement implies it is not of professional nature for this person. The previous sentence does not apply to the provisions specified in section 5, in the sub-section "Out-of-court complaint and redress mechanism" and the provision of paragraph 10.