

TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES BY ELECTRONIC MEANS

§ 1. General provisions

1. These Terms and Conditions define the types, scope and conditions for the provision of services by electronic means by Aneta Hregorowicz-Gorlo conducting business activity under the name Facemodeling Academy Academy of Manual Facial Therapies Aneta Hregorowicz-Gorlo, ul. Czarny Dwór 14 B/2, 80-365 Gdańsk, based on the entry in the Central Registration and Information on Business of the Republic of Poland, NIP 8442266584, REGON: 200381243, www.facemodeling.global, email: contact@facemodeling.global.
2. By starting to use the Service, the Customer confirms that he/she has read, understands and accepts the content of the Terms of Conditions and agrees to respect them.
3. Names used in the Terms and Conditions shall mean:
 - 1) **Order Form** - an interactive form available on the Online Store allowing to place an Order, in particular by adding Products and/or Services to the shopping cart and specifying the terms of the Sales Agreement, including the method of payment;
 - 2) **Customer** - a natural person with full legal capacity, and in cases provided for by generally applicable laws also a natural person with limited legal capacity; a legal person or an organizational unit without legal personality, which is granted legal capacity by the law, using the services provided by the Service Provider as part of the Website;
 - 3) **Account** - Customer's account on the Website, in which the data provided by the Customer and information about the Orders placed by him/her in the Online Store are collected;
 - 4) **Shopping Cart** - an element of the Online Store's software in which the Products and/or Services selected by the Customer for purchase are visible;
 - 5) **Consumer** - a Customer who is a natural person making a legal transaction not directly related to his/her business or professional activity within the meaning of the Polish Civil Code of 23 April 1964;
 - 6) **Materials** - all content and techniques made available to the Customer through the Website, including informational, educational and training content;
 - 7) **Website** - Service Provider's website available at www.facemodeling.global;
 - 8) **Products** - movables available in the Online Store that are the subject of the Sales Agreement;
 - 9) **Technical Interruption** - an interruption in accessibility to the Website, necessitated by maintenance or modernization work that prevents or impedes the use of the Services;

- 10) **Terms and Conditions** – these Terms and Conditions for the provision of services by electronic means;
- 11) **Force majeure** – an event that could not have been foreseen with the diligence required in professional relations, and which is external to both the Customer and the Service Provider, and which they could not counteract by acting with due diligence;
- 12) **Online Store** – a store on the Website;
- 13) **Provision of services by electronic means** – the performance of a service provided without the simultaneous presence of the parties through the transmission of data at the individual request of the recipient of the service, sent and received using devices for electronic processing, including digital compression, and storage of data, which is entirely transmitted, received or transmitted using a telecommunications network within the meaning of the Telecommunications Law – Act of July 16, 2004 (Journal of Laws No. 171, item 1800, as amended);
- 14) **Telecommunications system** – a set of cooperating IT devices and software, providing processing and storage, as well as sending and receiving data via telecommunication networks using an end device appropriate for a given type of network, within the meaning of the Telecommunications Law;
- 15) **Participant of the training** – an adult natural person who is a Consumer or an entrepreneur using the training services provided by the Service Provider;
- 16) **Sales Agreement** – an agreement for the sale of a Product and/or Service concluded between the Customer and the Service Provider through the Online Store by completing the Order Form and accepting these Terms and Conditions, upon payment for the relevant Service and/or Product;
- 17) **Services** – services provided by electronic means by the Service Provider described in §2 (1) of these Terms and Conditions;
- 18) **Service Provider** – Aneta Hregorowicz-Gorlo conducting business activity under the name Facemodeling Academy Academy of Manual Facial Therapies Aneta Hregorowicz-Gorlo, ul. Czarny Dwór 14 B/2, 80-365 Gdańsk, on the basis of an entry in the Central Registration and Information on Business of the Republic of Poland; NIP 8442266584, email address: contact@facemodeling.global ;
- 19) **Law on Provision of Services by Electronic Means** – the Law on Provision of Services by Electronic Means of July 18, 2002 (Journal of Laws No. 144, item 1204, as amended);
- 20) **Order** – a declaration of will of the Customer submitted via the Order Form and aimed directly at concluding a Sales Agreement of a Product and/or Services.

§ 2. Types and scope of electronic services

1. Service Provider shall provide the following Services by electronic means through the Website:
 - a) **Basic free of charge services provided by electronic means:**
 - viewing and downloading Materials, including advertising, informational and educational Materials;
 - subscribing to the newsletter list and receiving the newsletter;
 - registration (setting up) and maintenance of a Customer Account;
 - contact customer service through the contact form;
 - enabling the placing of an Order on the Online Store for the purchase of Products and/or Services by completing the Order Form and concluding the Sales Agreement after the creation of a Customer Account;
 - using payment methods, such as PayPal or Stripe;
 - b) **Additional paid services provided by electronic means:**
 - making available online training, from the training offers posted on the Website;
 - making available online other educational content posted on the Website, e.g., in the form of videos, audio recordings, graphics, texts, and courses;
 - c) **Additional services provided by electronic means:**
 - maintenance of a certified therapists map on the Website.
2. The condition for using the offer of paid Services referred to in paragraph 1(b) is the conclusion of a Sales Agreement for the specified Services and making a payment.

§ 3. Terms and conditions of providing services by electronic means

1. **Technical conditions necessary for the use of the Services:**
 - a) a computer or other device with Internet access and the ability to view the Website interface;
 - b) an updated web browser in the latest version, provided by the following manufacturers: Microsoft Edge, Google Chrome, Mozilla Firefox, Apple Safari;
 - c) cookies enabled and JavaScript enabled;
 - d) disabled software that blocks the operation of the above programs;
 - e) active e-mail address.
2. Failure to implement the technical conditions indicated in sec. 1 above does not necessarily exclude the possibility of using the Website, with the proviso that the Customer bears the risk of malfunctioning of particular functionalities of the Website and the inability to use particular functionalities of the Website.

3. Customer obligations, data security

- a) The Customer is obliged to use the Website in accordance with the law, these Terms and Conditions, good morals and rules of social coexistence, bearing in mind respect for personal property and intellectual property rights of the Service Provider and third parties;
- b) The Customer is obliged to enter true data in accordance with the facts and is liable for the use of false data;
- c) The Customer is prohibited from providing content of an unlawful nature. In particular, it is prohibited to place on the Website content that may violate the rights or personal goods of third parties or constitute material that can be used for illegal purposes;
- d) The Customer shall not share access data to the Customer Account with third parties and shall prevent unauthorized access to or use of the Service. The Customer shall be solely and entirely responsible for all actions that are taken on the Customer Account, as long as such actions resulting from a failure to observe a security obligation or confidentiality of access data. The Customer may be held liable for losses incurred by the Service Provider or any other user of the Website due to the use of its access data by unauthorized persons, as a result of the Customer's failure to observe the security obligation or confidentiality of its access data. The Customer shall immediately notify the Service Provider of any unauthorized use of the Customer's Account or any other breach of security;
- e) It is prohibited to interfere with the integrity of the content and form of the Website, and furthermore: using it to store or transmit malicious code, sending spam, interfering with or disrupting the integrity or operation of the Service or the data of third parties contained therein, attempting to gain unauthorized access to the Service or related systems or networks, copying the Service or parts thereof, accessing the Service to create competing products or services;
- f) Use of the services provided by electronic means may involve typical risks for the Customer as an Internet user. The risks associated with the use of the Services include, in particular, the threat of infecting the computer system with software designed, for example, to spy on Internet use, steal of important data, cause the inability to start the system, spam, data deletion, etc. The Service provider uses a security system and permanent IT assistance, ensuring the security of transmitted and received data, which does not exempt the Customer from exercising due diligence in the use of the Internet, including the use of technical measures such as anti-virus programs, and firewalls.

2. Stability of the ICT system

- a) The Service Provider shall exercise due diligence to ensure the uninterrupted operation of the Website, excluding Technical Interruption, and unavailability caused by circumstances beyond the Service Provider's control, including but not limited to Force Majeure, fire, earthquake, flood, water, the elements, shortages, utility limitations, power failures, explosions, civil unrest, governmental action, epidemic, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any

other cause beyond its reasonable control, including technical problems arising from, e.g. as a result of incorrect or unforeseeable operation of web browsers (bugs, updates, unsupported functionality);

- b) In special cases affecting the security or stability of the ICT System, the Service Provider shall have the right to temporarily discontinue or limit the provision of Services, without prior notice, and to perform maintenance work to restore the security and stability of the ICT System;
- c) The Service Provider reserves the possibility of technical interruptions in access to the Website due to maintenance, modernization, or updating of the Website. Technical interruption due to the need to update the Website does not constitute improper performance of the Service by the Service Provider.

§ 4. Placing Orders

1. The prices of the Services offered by the Service Provider through the Website are given in EURO and include VAT (gross price).
2. The Customer may place an Order only after creating an Account on the Website.
3. To create an Account on the Website, it is necessary to fill in the registration form available on the Website. In the registration form, it is necessary to provide the following data: first and last name, e-mail, postal address, and telephone. The Customer is obliged to keep the personal data provided within the Customer Account up-to-date.
4. By registering an Account on the Website, the Customer confirms that he/she is a natural person, at least 18 years of age, who can enter into legally binding agreements under applicable law. The Customer further assures that the information he/she provides for the Customer Account is true. By making registration the Customer confirms that he/she has read these Terms and Conditions.
5. Logging into the Account is done by entering the login (it is the e-mail provided during registration) and password, which were set by the Customer in the registration form.
6. The deletion of the Account shall take place at the express request of the Customer. The request to delete the Account should be sent to the e-mail address: contact@facemodeling.global.
7. To place an Order, it is necessary to perform the following actions: add Products and/or Services to the Shopping Cart, fill out the Order Form, select the payment method, and accept these Terms and Conditions.
8. After pressing the button to finalize the Order, the Customer is redirected to the payment panel. The Customer selects the payment method. After making the payment, the Customer is redirected to the Website. To effectively conclude a Sales Agreement, the system must confirm that the payment was successful – confirmation of receipt of payment by the Service Provider is the moment when the Sales Agreement is concluded.

9. After the Order is placed, the Service Provider shall immediately confirm its receipt and simultaneously accept the Order for execution. Confirmation of receipt of the Order and its acceptance for execution is made by the Service Provider sending an e-mail message to the Customer at the Customer's e-mail address provided during the placement of the Order, which contains at least the Service Provider's statements of receipt of the Order and its acceptance for execution, as well as confirmation of the conclusion of the Sales Agreement. Upon the Customer's receipt of the above email, the Sales Agreement between the Customer and the Service Provider is concluded. Upon receipt of the confirmation, the Customer receives access to the purchased Services or the shipment of Products is carried out.
10. The Customer may review his Order history, which is available in the Customer Account.

§ 5. Payments

1. The Website allows you to make payments, in particular by:
 - a) PayPal payment is made by PayPal (Europe) S.à r.l. et Cie, S.C.A. (registered in R.C.S. Luxembourg under number B 118 349), with its official seat in Luxembourg, L-2449;
 - b) Stripe Technology Europe, Limited regulated by the Central Bank of Ireland. The Central Bank of Ireland has authorized Stripe PSP as an electronic money institution under reference number C187865.
2. The Service provider is not responsible for the execution of the payment process by external providers.
3. Separate payment regulations are provided by external providers. The regulations contain detailed rules on the use of the given forms of payment.

§ 6. Newsletter

1. The Customer may sign up for the newsletter. There are two ways to subscribe to the newsletter either by completing and submitting the newsletter subscription form or by checking the appropriate box when registering or placing an Order.
2. Resignation from receiving the newsletter is carried out by using the button for resignation located in the messages sent within the newsletter. The Customer also has the opportunity at any time to inform the Service Provider of his/her desire to resign, the resignation in any case will be taken into account immediately.

§ 7. Online training – terms and conditions

1. The Service Provider shall provide paid training Services in the form of online training, within the scope and at the prices specified in the description of the online training on the Website.
2. The Service provider shall provide online training in the form of:
 - a) online training for beginners;
 - b) online training for professionals.

3. A given online training includes training materials such as audio, video and text materials.
4. To purchase online training, it is necessary to create a Customer Account and to pay for the selected online training.
5. By purchasing an online training, the Customer declares that he/she meets the conditions for participation in the online training specified in the description of the online training on the Website.
6. The Service Provider's obligations towards the Participant of the online training:
 - a) making training materials available, as specified in the description of the online training on the Website;
 - b) making consultations with the trainer possible, in an online form - in the case of online training referred to in paragraph 2(b);
 - c) issuing a certificate of completion of the training, after fulfillment of the conditions specified in the training description on the Website.
7. In the Customer Account, all online trainings available to the Customer are visible in the Order panel.
8. The Participant of the training has the right to replay a given online training more than once during the time specified and indicated in the description of a given training on the Website.
9. With a single access to a given online training, it is only possible to play it on one device at a time.
10. Where access to a given online training is granted for an indefinite time, the Service Provider may decide to disable access to the online training in question. In the event of a decision as referred to in the previous sentence, the Service Provider shall give the Participant of the training 30 days' notice of such decision. The Service Provider will then allow him to download the Materials, with the proviso that certain training content, especially of an audio or video nature, will not be downloadable.
11. The Participant of the training undertakes to apply the principles of the use of the methodology and the original massage techniques presented during the online training and, in the event of improper use of these techniques, to undertake immediate correction.
12. The Participant of the training acknowledges that participation in the online training, obtaining a certificate of completion or registration on the certified therapists map referred to in §9 of these Regulations does not entitle the Participant of training to provide training courses based on techniques and methods of massage covered by the on line training.

§ 8. Onsite training – terms and conditions

1. The Service Provider shall provide paid training services in the form of onsite training, in the scope, dates and prices specified in the description of the onsite training on the Website.
2. Detailed terms and conditions of onsite training are specified in the Terms and Conditions of onsite training posted on the Website.
3. Through the Website, the Service Provider enables the conclusion of a Sales Agreement for participation in a given onsite training.
4. The condition for participation in onsite training is: the conclusion of the Sales Agreement for participation in onsite training, acceptance of the Terms and Conditions for onsite training referred to in the paragraph above, and payment for the selected Service.

§ 9. Certified therapists map

1. The Service Provider may maintain a certified therapists map on the Website, on which it shall enter the data of Participants of FACE MODELING PROGRAM training who are certified to apply the massage techniques covered by the Service Provider's training: FACE MODELING PROGRAM PRO.
2. The decision to enter or delete data of Participants of the training from the certified therapists map is taken by the Service Provider, in particular, based on an assessment of the skills acquired by the Participant during the training.
3. The right to remain on the certified therapists map is given to this Participant of the training, who improve his/her skills by participation in a MASTER SESSION course organized by the Service Provider, within 24 months of completion of the FACEMODELING PROGRAM Training.
4. The Participant of the training listed on the certified therapists map undertakes to protect the good name of the Service Provider, to respect the reputation of its business and to observe the rules of fair competition with other entities listed on the certified therapists map.
5. The Participant of training, who is listed on the certified therapists map may use the Service Provider's intellectual property rights, including copyright and trademark rights, including the FACEMODELING trademark under the terms of a separate agreement.

§ 10. Intellectual property

1. The Service Provider declares that she has unlimited copyrights to the Website, as well as the rights to use and distribute the Materials made available through the Website.
2. The Service Provider declares that is entitled to exclusive rights arising from the registration of trademarks, including the trademark FACEMODELING registered at the European Union Intellectual Property Office under the number 018842721, in particular to:
 - a) labeling products and services (e.g. massages) with these trademarks;

- b) placing these trademarks in advertising, promotional and informational materials;
- c) placing these trademarks on websites and/or social networks.

It is not permitted to use trademarks without the consent of the Service Provider.

3. The Service Provider grants to the Customer a territorially unlimited non-exclusive license, for the duration of providing Services, to use the copyright of the Website and the Materials made available through it, under the conditions and restrictions outlined in these Terms and Conditions, without the right to grant further licenses, in the following fields of exploitation: display using a computer, mobile device (including cell phones) or other electronic devices.
4. The Service Provider reserves all rights to the Website and Materials made available through it that are not expressly granted to the Customer under these Terms and Conditions. The license does not allow the Customer in particular to:
 - a) reproduction (including copying and recording), distribution, lending, selling and any other direct and indirect manner of redistribution of the Website or the Materials, including on the Internet;
 - b) modifying, reverse-engineering, or otherwise interfering with the software of the Website;
 - c) use and develop of the intellectual property owned by the Service Provider, including the Website and the Materials;
 - d) use of the intellectual property owned by the Service Provider for an unlawful purpose or to the disadvantage of the Service Provider.
5. It is not permitted to disclose or distribute in any form and use any technique of information that constitutes a business secret of the Service Provider, including its know-how in the field of massage techniques and methodology.
6. The Customer shall refrain from acts of unfair competition concerning the intellectual property rights owned by the Service Provider, consisting of in particular:
 - a) imitation of the Service Provider's trademarks, including the FACEMODELING trademark;
 - b) imitation of Materials and content posted on the Website;
 - c) imitation of the Service Provider's marketing activities.
7. Any behaviour fulfilling the conditions indicated in the paragraphs above will be considered a violation of the terms of this Terms and Conditions and may result in further legal actions by the Service Provider, including a claim for damages.
8. The Service contains content, technologies and techniques developed by the Service Provider or the Service Provider's licensors, which are protected by copyright, trademark, business secret and other rights. In relations between the Service Provider and the Customer, the Service Provider is the owner or licensee of the intellectual property and other proprietary rights to the Service, including but not limited to: design, graphics, logos, functionality and related documentation. You may not: copy, modify or reverse

engineer any part of the Website or any Materials, rent, sell, lease, distribute, provide or otherwise use the Service to any third party.

9. Names, logos or trademarks of third-party companies and products from third-party companies may be trademarks of their respective owners. These Terms and Conditions do not transfer any property or intellectual property of any third party to the Customer, and all rights, title and interest in such property shall remain exclusively with the Service Provider or their respective owners. All the above-mentioned rights are reserved accordingly.
10. By accepting these Terms and Conditions, the Customer agrees to record and make public his/her image or work, as well as agree to merge these works with the content of the Website or Materials (collective work), and grants a royalty-free, perpetual license to use the aforementioned works if, during the use of the Website or Materials, there is a connection with the Customer in such a way that his/her image, opinions, statements, presentations, etc. become part of the content of the Website or Materials.

§ 11. Liability

1. The Service Provider stipulates that all actions of the Customer taken based on the Materials and content posted on the Website are undertaken solely at Customer own risk.
2. The Service Provider informs about the following contraindications to the use of manual massage techniques based on the Materials posted on the Website: skin inflammation; pustular and purulent acne; rosacea in the active phase; highly vascular skin; lichen; discontinuity of the epidermis; dermatological diseases; purulent conditions of the oral cavity; inflammations (especially of the gums); purulent lesions of the dental area, fresh tooth extractions; any oral diseases; high-risk pregnancy and the first trimester, fever; flu-like conditions; enlarged lymph nodes; cancers; nodules of unknown origin; aneurysms; hypertension (unregulated); severe heart disease; advanced atherosclerosis; thrombosis; severe allergic conditions; lymphoma; paralysis of the trigeminal nerve or all of it; mental disorders.
3. The Customer shall, before taking any action based on the Materials and techniques made available on the Website, consult the possibility of their application with a specialist, including in particular the contraindications listed in the paragraph above.
4. The Customer is obliged, before taking any actions based on Materials and techniques made available on the Website towards third parties, to fulfil the conditions resulting from the provisions of the law applicable to the Customer for the provision of manual therapies, including those concerning the possession of relevant qualifications, licences and permits. The Service Provider shall not be liable for actions and consequences of actions taken by the Customer based on the Materials and techniques made available on the Website without fulfilling the conditions referred to in the previous sentence.

5. The Service Provider shall not be liable for:
 - a) the way of using the Materials, as well as the actions and consequences of the actions taken by the Customer as a result of the use of the Materials, in particular, the Service Provider stipulates that the provision of Materials and the provision of Services, is carried out without conducting a medical interview, including without having the results of Customer's examinations and detailed information on their health condition, and the Materials and techniques provided cannot replace professional medical advice or individual specialized consultations;
 - b) damages caused by the Customer's failure to comply with the provisions of these Terms and Conditions;
 - c) damages resulting from disruptions in the operation of the Website, unavailability or limited availability of the Website, caused by reasons beyond the Service Provider's control or which occurred as a result of events that the Service Provider was unable to prevent with due diligence;
 - d) damages for infringement of any intellectual property rights by the Customer;
 - e) damages related to the operation of malicious or harmful software unlawfully introduced by the Customer for which the Service Provider is not responsible;
 - f) Customers' activities related to the use of the Website, in particular for the manner of use of the Website;
6. During the period of Force Majeure, the Service Provider's activities and duties, within the scope covered by the case of Force Majeure, may be suspended. The suspension also applies to liability for failure to comply with obligations arising from these Terms and Conditions.
7. Access to the information required to be provided to the Customer results from art. 6 of the Act on the provision of electronic services (Journal of Laws of 2020, item 344, as amended), Service Provider will be implemented via Portal internet or via e-mail.

§ 12. Complaints procedure

1. Complaints related to the provision of Services by electronic means through the Website shall be sent to the e-mail address: contact@facemodeling.global.
2. The complaint application should include details of the Customer's identification (name, surname, email address), the subject of the complaint and the demand related to the complaint. If an incomplete complaint is received, the Service Provider will request the Customer to complete it. Complaints that do not contain the data listed above will not be considered.
3. The complaint shall be considered immediately, no later than within 14 days of its receipt by the Service Provider. The Service Provider shall promptly notify the Customer of the outcome of the claim via e-mail to the e-mail address provided in the complaint application.

§ 13. Applicable law and dispute resolution

1. The law applicable to obligations arising from these Terms and Conditions and Sales Agreements concluded under the Terms and Conditions shall be Polish law, provided that this does not deprive the Consumer of the protection granted to him/her under the laws of the country in which the Consumer has his/her habitual residence (domicile).
2. Any possible disputes arising in connection with the functioning of the Website, will be settled by a court relevant to the registered office of the Service Provider without prejudice to the provisions on the jurisdiction of courts in consumer matters.
3. In the event of a dispute, a Customer residing in the European Union may also use the Online Dispute Resolution (ODR) Platform to try to resolve out-of-court any disputes arising from the Services provided by the Service Provider. The "Online Dispute Resolution Platform", can be accessed via the following link: <http://ec.europa.eu/consumers/odr/>.
4. Regardless of the Online Dispute Resolution Platform, a Consumer residing in Poland may use out-of-court ways of handling complaints and pursue claims, in particular, he/she may apply to a consumer ombudsman or a permanent amicable consumer court operating at the Trade Inspection, or to a provincial inspector of the Trade Inspection with a request to initiate mediation proceedings for the amicable settlement of a dispute.
5. The list of institutions offering out-of-court dispute resolution, including claims handling, and the rules of access to these procedures are available on the website of the Office of Competition and Consumer Protection:
http://www.uokik.gov.pl/spory_konsumenckie.php
http://www.uokik.gov.pl/sprawy_indywidualne.php
http://www.uokik.gov.pl/wazne_adresy.php
6. Notwithstanding the above, the Service Provider and the Customer shall make every effort to resolve any disputes amicably.

§ 14. Withdrawal from the Agreement

1. The Customer who is a Consumer has the right to withdraw from the Sales Agreement concluded with the Service Provider within 14 days of its conclusion. To exercise the right to withdraw from the Sales Agreement, the Consumer must inform the Service Provider of his/her decision to withdraw from the Sales Agreement in an unequivocal statement (e.g. a letter sent by post or e-mail to: contact@facemodeling.global). The price paid shall be reimbursed using the same method of payment used by the Consumer, unless the Consumer agrees to a different method of reimbursement.
2. When entering into a Sales Agreement for the provision of digital content (e.g. online training), the Customer declares that he agrees to the performance of the Service for the provision of digital content and that he has been informed that he will lose the right to withdraw from the Sales Agreement upon delivery of the digital content by the Service Provider.

3. The right of withdrawal from the Sales Agreement does not apply to Sales Agreements for the provision of digital content that is not recorded on a tangible medium (e.g. online training), in a situation where the Service Provider has performed the service in full with the express consent of the Consumer who has been informed before the performance that, after the Service Provider's performance, he will lose his right of withdrawal from the Sales Agreement.

§ 15. Personal data

1. The Service Provider is the administrator of the personal data. The Customer's personal data is used and processed by the Service Provider solely to provide services by electronic means and also, with the Customer's consent, for marketing purposes consisting of sending commercial information to the Customer. The processing of personal data takes place under the provisions of the laws in force in the territory of the Republic of Poland, in particular: Personal Data Protection Act (of 29 August 1997; Journal of Laws No. 133, item 883), Electronic Services Act (of 18 July 2002; Journal of Laws No. 144, item 1204) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (RODO).
2. The provision of personal data is voluntary. Any person whose personal data is processed by the Service Provider has the right to inspect its content and the right to update and correct or stop the processing of personal data. To exercise your rights, please contact the Service Provider by sending an email to: contact@facemodeling.global.
3. The Service Provider declares that it applies technical and organizational measures to ensure the protection of personal data appropriate to the risks and categories of data protected, and in particular it protects the data against their disclosure to unauthorized persons, taking by an unauthorized person, processing in violation of the law in force, and alteration, damage, destruction or loss. The Customer has the right to access, amend, update or suspend the processing of personal data.
4. The Service Provider shall inform Customers of its existing privacy policy, which forms an integral part of these Terms and Conditions (the document is posted on the Website). Acceptance of the privacy policy is a necessary condition to use the Services offered by the Service Provider.

§ 16. Final provisions

1. The Service Provider reserves the right to make changes to these Terms and Conditions. The amendments are valid from the date of their publication on the Website.
2. Matters not covered by these Terms and Conditions shall be governed by generally applicable provisions of Polish law, in particular: Civil Code; the Act on the provision of electronic services of 18 July 2002 (Journal of Laws 2002 No. 144, item 1204 as amended); the Consumer Rights Act of 30 May 2014. (Journal of Laws 2014, item 827 as amended); the Personal Data Protection Act, the Copyright and Related Rights Act and other relevant provisions of generally applicable law.

3. The Service Provider reserves the right to introduce and cancel offers, promotions and price changes on the Website without prejudice to the rights already acquired by the Customer.
4. In the event of a breach of these Terms and Conditions by the Customer, the Service Provider shall have the right to terminate the provision of Services with immediate effect, which may result in the blocking of access to the Customer's Account.
5. If any part of the Terms and Conditions proves to be invalid, ineffective, otherwise legally defective or unenforceable, the remainder of the Terms and Conditions shall remain in full force and effect. In the event of a provision affected by invalidity, ineffectiveness, other legal defect or unenforceability, the Service Provider and the Customer will agree in good faith, to the maximum extent possible, on alternative provisions that will be binding and enforceable, reflecting their original intentions.

Version of Terms and Conditions of 12 December 2023.