

TERMS AND CONDITIONS OF THE CHESSGROW ONLINE CHESS PLATFORM

www.chessgrow.com

§ 1

INTRODUCTION

1. These Terms and Conditions define the rules, scope and conditions for using the resources and functionalities of the Chess Grow Online Chess Platform available at www.chessgrow.com – hereinafter referred to as the Platform. The owner of the Platform is Chess Grow spółka z ograniczoną odpowiedzialnością, ul. Dolnych Wałów 13/3LU, 44-100 Gliwice, NIP 6312655837, REGON 360525241, entered in the register of entrepreneurs maintained by the District Court in Gliwice, 10th Commercial Division of the National Court Register, under KRS number 0000537846 – hereinafter referred to as Chess Grow and designated as the Administrator.
2. Before starting to use the Platform, the User is obliged to familiarize themselves with the Terms of Use specified in:
 - a. these Terms and Conditions,
 - b. the Privacy Policy.
3. Starting to use the Platform constitutes acceptance of the Terms of Use.
4. The name “Chess Grow Online Chess Platform”, the logo and visual design, graphics, applied technical and functional solutions, as well as the content and database are protected and constitute the property of Chess Grow.
5. The Personal Data Controller for personal data processed in connection with the implementation of the provisions of these Terms and Conditions is Chess Grow. Personal data is processed for the purposes, within the scope and on the basis of the principles indicated in the Privacy Policy published on www.chessgrow.com. Providing personal data is voluntary. Every person whose data is processed has the right to access its content and the right to update and correct it.
6. In matters not regulated in these Terms and Conditions, the following provisions shall apply:
 - a. the Act on Providing Services by Electronic Means of 18 July 2002 (Journal of Laws of 2020, item 344),
 - b. the Consumer Rights Act of 30 May 2014 (Journal of Laws of 2023, item 2759, as amended),
 - c. the Act on Out-of-Court Consumer Dispute Resolution of 23 September 2016 (Journal of Laws of 2016, item 1823),
 - d. the Civil Code Act of 23 April 1964 (Journal of Laws of 2023, item 1610, as amended), and other applicable provisions of Polish law.

§ 2

DEFINITIONS INCLUDED IN THE TERMS AND CONDITIONS

1. Platform – the Chess Grow Online Chess Platform available at www.chessgrow.com.
2. Administrator – Chess Grow spółka z ograniczoną odpowiedzialnością, KRS no. 0000537846, 44-100 Gliwice, Dolnych Wałów 13/3LU.

3. Terms and Conditions – these rules, scope and conditions for using the Platform.
4. Account – a set of resources in the ICT system of Chess Grow sp. z o.o., identified by an individual name (login) and password provided by the User, in which data available on the Platform, data provided by the User and information on Services purchased and used by the User are collected.
5. User – (a) a natural person with full legal capacity, and in cases provided for by law also a natural person with limited legal capacity; (b) a legal person; (c) an organizational unit without legal personality to which the law grants legal capacity – using the Account.
6. Service – a service provided electronically by the Administrator through the Platform.
7. Agreement – an agreement for access to the Platform concluded between the Administrator and the User at the moment the User begins using the Platform, on the terms specified in the Terms and Conditions.
8. Task Pack – a set of educational chess tasks concerning a selected issue, e.g. “Mate in 2”, “Discovered Attack”, “Zugzwang”, which are solved by the User via the Internet by entering subsequent moves on the chessboard available on the Platform. Solving tasks is interactive – for each task, the server provides the User with feedback on the correctness of their solution.
9. Task Library – a collection of Task Packs available on the Platform.
10. Video Pack – a set of educational chess videos concerning a selected issue (e.g. “Tactical Motifs”), featuring leading chess players and chess coaches, which are watched by the User via the Internet through the Platform.
11. Video Library – a collection of Video Packs available on the Platform.
12. Educational (Training) Materials – educational chess tasks and videos made available on the Platform in the Task Library and Video Library.
13. Online Store – the Administrator’s online store operating at: <https://chessgrow.com/app/sales/marketplace/all>.
14. Sales Agreement – a Product sales agreement concluded between the User and the Administrator through the Online Store.
15. Product – a movable item available in the Online Store, constituting the subject of a Sales Agreement between the Administrator and the User.
16. Order – a declaration of intent by the User constituting the will to conclude a Sales Agreement for a Product with the Administrator.
17. Consumer – pursuant to Article 22¹ of the Civil Code, a natural person performing a legal act with the Administrator (i.e. concluding an Agreement) not directly related to their business or professional activity.
18. Entrepreneur – a natural person, legal person and organizational unit that is not a legal person, to which the law grants legal capacity, conducting business or professional activity in its own name.
19. Customer, Service Recipient – an entity that intends to conclude or has concluded a Sales Agreement with the Seller.
20. Seller, Service Provider – Chess Grow spółka z ograniczoną odpowiedzialnością, KRS no. 0000537846, 44-100 Gliwice, Dolnych Wałów 13/3LU.

§ 3

ACCESS TO THE PLATFORM AND CONTENT

1. Unless otherwise specified, the terms of use listed in this paragraph apply generally when using this Platform. Individual or additional terms of use or access may apply in specific scenarios and, in such cases, are additionally indicated in this document.
2. The Platform may be used by Users without restrictions, regardless of whether they are Consumers or business Users.
3. The following Services are available on the Platform: “For juniors aged 4–9”, “For children 9+ and adults”, “For schools and coaches”, as well as Educational Materials consisting of chess tasks and videos collected in the Task Library and Video Library.
4. In order to use the Services, it is necessary to create an Account on the Platform and then log in to the Account created as a result of registration.
5. In order to create an Account on the Platform, it is necessary to (1) fill in the form for creating a new account and (2) click the “Create account” field. In the registration form it is necessary to provide the following data: e-mail address and password. Next, it is necessary to accept the field “I have read and accept the Terms and Conditions and Privacy Policy” and click the “Create account” field. Then it is required to fill in the “Your nickname” and “Your name” fields, and then click the “Next” field. The final step is to select an example image and click the “Next” field. After completing the above steps, the Account is created.
6. The information entered in the registration form should concern only the User and be true, with the User being responsible for the truthfulness of the information entered in the registration form.
 - a. The Account name (login, nickname, username) selected by the User may not contain content that is:
 - i. offensive, vulgar, discriminatory or inciting hatred,
 - ii. infringing the personal rights of third parties,
 - iii. referring in an offensive or provocative manner to religious, national, ethnic, political or worldview beliefs,
 - iv. contrary to good manners or capable of negatively affecting the comfort of using the Platform by other Users.
 - b. The Administrator reserves the right to immediately change the Account name, limit Account functionality or suspend the Account if a violation of the provisions of these Terms and Conditions is found. The Administrator’s actions are taken taking into account the nature of the violation and the safety and comfort of using the Platform by other Users.
7. By completing the registration process resulting in the creation of an Account, the User declares that they consent to the publication of the Account by the Administrator, as well as to the placement of data made public within the Account on the Platform pages, and accepts the fact that access to personal data, images in photographs, Avatars, as well as to other information made public within the Account may be available to an unlimited group of Users, with the exception of the following data:
 - a. e-mail address,
 - b. Account password,
 - c. activation codes or other types of confidential access data.

8. Use of the Platform is possible provided that the ICT system and the User's end device used by the User meet the following minimum technical browser requirements: Firefox in the latest version or one version back, Edge in the latest version or one version back, Chrome in the latest version or one version back, Opera in the latest version or one version back, Safari in the latest version or one version back.
9. Unless otherwise specified or clearly recognizable, all content available on the Platform is owned or provided by the Administrator or its licensors.
10. The Administrator makes every effort to ensure that the content made available on the Platform does not violate applicable law or the rights of third parties. Achieving such a result, however, may not always be possible. In such cases, without prejudice to any rights of Users to enforce their rights, Users are kindly requested to submit related complaints using the contact details provided in this document.

§ 4

USE OF THE PLATFORM

1. The User is obliged to use the Platform in a manner consistent with the law and good manners, taking into account respect for personal rights as well as copyrights and intellectual property rights of the Administrator and third parties. The User is obliged to enter data consistent with the facts.
2. The User is prohibited from providing content of an unlawful nature.
3. The User is prohibited from attempting unauthorized access to the Platform, any illegal entry to the Platform, and using the Platform to distribute illegal software, including viruses, worms, trojans, logic bombs or time bombs.
4. The Administrator shall not be liable for damages resulting from Users providing content of an unlawful nature.
5. In the event that the User violates the Terms of Use, the Administrator may (a) suspend the User's Account for a definite or indefinite period; (b) delete the User's Account if, despite a warning, the User continues to violate the Terms of Use.
6. The Administrator reserves the right to introduce additional blocks or restrictions in the operation of the Platform if an action detrimental to the Administrator is found.
7. The Administrator maintains a Privacy Policy defining the rules for storing and accessing information on Users' devices by means of cookies, used to provide the Services requested by the User.
8. The cookies used by the Administrator are safe for Users' devices. Detailed rules for their storage are specified in the Privacy Policy.

§ 5

USE OF THE ACCOUNT AND AVAILABILITY OF SERVICES

1. Use of the Account is possible after creating an Account in accordance with § 3 section 5 of the Terms and Conditions.
2. The Services are provided free of charge, subject to the services of the Online Store.
3. The User has the possibility, at any time and without giving any reason, to delete the Account (resign from the Account) by sending an appropriate request to the Administrator by e-mail

to contact@chessgrow.com or in writing to the address Chess Grow sp. z o.o., ul. Dolnych Wałów 13/3LU, 44-100 Gliwice.

§ 6

COPYRIGHT AND RELATED RIGHTS

1. All rights to the Platform and to the content made available, in whole and in parts, in particular text, graphic, multimedia elements and elements of software applications generating and operating the Platform, are reserved for the Administrator.
2. Upon commencement of use of the Platform by the User, the Administrator grants the User a license to use it in accordance with its intended purpose and the rules specified in the Terms and Conditions.
3. The Administrator grants the User a license to use the Platform under the rules specified in these Terms and Conditions.
4. The license referred to in sections 2 and 3 does not authorize the User to grant further licenses.
5. Transferring content contained in the Platform to third parties is permitted using the tools included in the Platform and intended for this purpose.
6. The User has no right to reproduce, sell or otherwise market or distribute the Platform, in whole or in part, in particular to transmit or make it available in computer systems and networks, mobile application distribution systems or any other ICT systems.
7. All resources available on the Platform, including Services and Educational Materials as well as the data listed in § 1 section 4, constitute the exclusive property of the Administrator.
8. The resources referred to in section 1 are protected under the applicable legal provisions in this respect, in particular the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2022, item 2509), the Act of 27 July 2001 on the Protection of Databases (Journal of Laws of 2021, item 386), the Industrial Property Law Act of 30 June 2000 (Journal of Laws of 2023, item 1170) and the Act of 16 April 1993 on Combating Unfair Competition (Journal of Laws of 2022, item 1233).
9. Rights to works, trademarks and databases made available on the Platform belong to the Administrator. If these rights belong to third parties, the Administrator presents works, trademarks and databases on the Platform on the basis of relevant agreements concluded with those persons, in particular license agreements and agreements transferring economic copyrights, or on the basis of applicable legal provisions.
10. By using the resources available on the Platform, Users do not acquire any rights or licenses to these works or databases.
11. Without the prior express consent of the Administrator, Users may use the Platform and the resources placed therein only within the scope of permitted use provided for in the Act on Copyright and Related Rights and the Act on the Protection of Databases. In particular, it is prohibited to:
 - a. reproduce, modify, block, publicly perform and publicly make available on the Internet the Platform or any part thereof or works placed on the Platform or any part thereof, except in cases indicated in applicable legal provisions;
 - b. download the contents of databases and reuse them in whole or in a substantial part, qualitatively or quantitatively.

12. By placing information, a photograph, entry, comment, graphic or photograph on the Platform, the User declares that they are free from any physical and legal defects and claims of third parties, and that they possess all rights and consents required by applicable law, in particular economic copyrights and rights to use image, so that they may be made available on the Platform and that this will not violate any rights or interests of third parties, and declares that their content and form do not violate applicable provisions.
13. If the information, photograph, entry or comment, graphic or photograph that the User places on the Platform constitutes a work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights, the User grants the Administrator a free, non-exclusive and territorially unlimited license to publish them on www.chessgrow.com and to use these elements in the following fields of exploitation:
 - a. any public making available of the work, including making it available:
 - i. in such a way that everyone may have access to it at a place and time chosen by them,
 - ii. on any advertising media for the purpose of promoting www.chessgrow.pl,
 - iii. by broadcasting on radio and television,
 - iv. by publication in the press,
 - v. use for promotional and advertising purposes.
14. In particular, the User may not copy, download, share (except within the limits specified below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on this Platform, nor allow third parties to perform such actions through the User or their device, even without the User's knowledge.
15. Unless expressly stated otherwise in the Terms and Conditions or permitted under applicable law, the User undertakes:
 - a. not to remove any trademarks, copyright notices or proprietary rights notices from any elements of the Platform;
 - b. not to reproduce, correct or modify, in whole or in part, the Platform, and not to allow the Platform or any part thereof to be combined or incorporated into other software;
 - c. not to obtain or attempt to obtain unauthorized access to the Platform, dependent systems or networks, or interfere with their operation;
 - d. not to reverse engineer, decompile or create derivative works based in whole or in part on the Platform, nor perform similar activities;
 - e. not to distribute, license, rent, sell, resell, assign, publicly display, perform, transmit, stream, broadcast or otherwise similarly use the Platform;
 - f. not to transfer or make available the Platform, in whole or in part (including source code and object code), in any form to any persons without obtaining the prior written consent of the Administrator;
 - g. not to impersonate any persons, make false statements or in any other way misrepresent their association with any natural or legal person;
 - h. not to use the Platform or any part thereof in a manner prohibited by law or for an unlawful purpose, contrary to the Terms and Conditions, including, among others, by hacking or inserting malicious code, including viruses or harmful data, into the Platform (or websites linking to the Application) or into any operating systems;

- i. not to violate the intellectual property rights of the Administrator or the rights of third parties in connection with access to and/or use of the Platform;
 - j. not to collect data on other Users of the Platform, not to access the Platform or the systems of Chess Grow or third parties using automated systems (e.g. bots), and not to attempt to decrypt transmissions from or to servers used by the Platform;
 - k. not to create, operate or use software, devices, bots or other means or processes (including web scrapers, browser plug-ins and add-ons, or any other technology or manual means) in order not to collect data from the Platform or otherwise copy profiles and other data from the Platform;
 - l. not to use the Platform commercially without the Administrator's prior written consent;
 - m. not to obtain login data, access or accounts belonging to other persons;
 - n. not to attempt, facilitate or encourage others to violate the provisions of the Terms and Conditions;
 - o. not to use the Platform in a manner that could damage, disable, overload, disrupt or impair the operation of the Platform, as well as the operation of the Platform systems or third-party systems, interfere with the activities of other Users or computer systems of other persons, hack or gain unauthorized access to the Platform or data of Chess Grow or third parties;
 - p. not to take any actions that may be considered the above-mentioned actions.
16. Through the Platform, the User may have access to external resources provided by third parties. The User acknowledges and accepts that the Administrator has no control over such resources and therefore bears no responsibility for their content and availability. Terms applicable to any resources provided by third parties, including terms applicable to any possible granting of rights to content, result from the terms of each such third party or, in their absence, from generally applicable law.
17. This Platform may be used only to the extent to which it has been made available, in accordance with these Terms and Conditions and applicable law.
18. The User is solely responsible for ensuring that their use of the Platform does not violate applicable laws, regulations or third-party rights.
19. The Administrator reserves the right to take any appropriate measures to protect its legitimate interests, including by refusing the User access to the Platform, terminating the agreement, and reporting any offenses committed through this Platform to the competent authorities, whenever the User performs or is suspected of performing any of the following actions:
- a. violating generally applicable law or these Terms and Conditions of the Administrator;
 - b. violating any rights of third parties;
 - c. significantly violating the legitimate interests of the Administrator;
 - d. offending the Administrator or third parties.
20. All intellectual or industrial property rights and any other exclusive rights to software or technical applications embedded in or related to this Platform belong to the Administrator and/or its licensors.
21. Subject to compliance by Users and regardless of any different provisions of these Terms and Conditions, the Administrator grants Users only a revocable, non-exclusive,

non-sublicensable and non-transferable license to use the software and/or any other technical means embedded in the Platform within the scope and for the purposes of this Platform.

22. The license is granted in relation to each work separately, upon its transfer to the Platform.
23. The license is granted for an indefinite period.

§ 7

WITHDRAWAL FROM THE AGREEMENT

Users who are Consumers have the right to withdraw from each agreement for the provision of Services concluded with the Administrator within 14 days from the date of conclusion of such agreement. The statement of withdrawal from the agreement should be submitted in writing. The letter submitted by the User should be sent to the address of the Administrator's registered office. The statement of withdrawal from the agreement may also be sent electronically to contact@chessgrow.com.

§ 8

TERMINATION OF THE AGREEMENT

The agreement for the provision of Services terminates in the following cases:

- a. on the date of expiry of the period for which the Service was purchased, if the Service is for a fixed term and the term of its performance has not been extended by the User,
- b. upon termination of the Agreement due to the User's violation of the Terms and Conditions,
- c. upon deletion of the User's Account.

§ 9

COMPLAINTS

1. If a Service has a physical or legal defect, the User has the right to submit a complaint.
2. The basis and scope of the Administrator's liability for defects are determined by generally applicable provisions, in particular the Civil Code and the Consumer Rights Act.
3. A complaint may be submitted in writing to the Administrator's address or electronically by e-mail to contact@chessgrow.com.
4. It is recommended that the User submitting a complaint provide: (1) information and circumstances concerning the subject of the complaint; (2) a request as to the manner of bringing the Service into conformity with the Agreement or a statement on price reduction or withdrawal from the Agreement; (3) contact details of the complainant.
5. The Administrator shall respond to the complaint promptly, no later than within 14 calendar days from the date of its submission.
6. If the Administrator has a due and undisputed monetary claim against the complaining User under the Agreement, which may be pursued in proceedings before a court or another state authority, it may set it off against the complainant's claim, i.e. against the monetary amount due to the complainant as a result of the complaint being accepted. The Administrator's

statement on making the set-off is sent to the complainant together with the response to the complaint.

§ 10

ONLINE STORE

GENERAL PROVISIONS

1. The Online Store operates under the rules set out in this paragraph.
2. The Online Store is an integral part of the Platform and is available at: <https://chessgrow.com/app/sales/marketplace/all>.
3. The Terms and Conditions define the terms for concluding and terminating Sales Agreements for Products and Services and the complaint procedure, as well as the types and scope of services provided electronically by the Online Store, the rules for providing these services, and the terms for concluding and terminating agreements for the provision of electronic services.
4. Each Customer, from the moment they undertake actions aimed at using the Online Store, is obliged to comply with the provisions of these Terms and Conditions.

INFORMATION CONCERNING PRODUCTS AND ORDERING THEM

5. The Online Store sells Products and Services via the Internet.
6. Purchases in the Online Store include both real physical items and virtual items.
7. Products offered in the Online Store are new and compliant with the Agreement.
8. Information found on the Store's websites does not constitute an offer within the meaning of legal provisions. By placing an Order, the Customer submits an offer to purchase a specific Product on the terms stated in its description.
9. The Product price displayed on the Online Store website is given in Polish zlotys (PLN) and includes all components. The price does not include delivery costs.
10. Orders may be placed through the Online Store 24 hours a day throughout the year.
11. A condition for placing an Order in the Store by the Customer is reading the Terms and Conditions and accepting their provisions when placing the Order.

CONCLUSION OF THE SALES AGREEMENT

12. In order to conclude a Sales Agreement, it is necessary for the Customer to first place an Order using the method made available by the Seller, in accordance with sections 10 and 11 of this paragraph.
13. After the Order is placed, the Seller promptly confirms its receipt.
14. Confirmation of acceptance of the Order referred to in section 13 of this paragraph makes the Customer bound by the Order. Confirmation of receipt of the Order is made by sending an e-mail message.
15. Confirmation of receipt of the Order contains:
 - a. confirmation of all essential elements of the Order,
 - b. the withdrawal form,
 - c. instruction on the right of withdrawal from the agreement.

16. Upon receipt by the Customer of the e-mail message referred to in section 14 of this paragraph, the Sales Agreement between the Customer and the Seller is concluded.
17. Each Sales Agreement shall be confirmed by a proof of purchase, which shall be attached to the Product.

PAYMENT METHODS

18. There are 3 types of currencies in the Store:
 - a. virtual currency – earned by solving Tasks on the Platform,
 - b. premium virtual currency (diamonds) – available for purchase with money in the Online Store,
 - c. monetary unit, money – enables topping up the account with premium virtual currency and allows the purchase of physical Products.
19. The Platform has two payment processing systems:
 - a. virtual currencies – handled by the Seller's internal system,
 - b. monetary units, money – handled by the www.stripe.com system.
20. Prices posted on the Online Store website constitute gross prices (including VAT) and are specified in Polish zlotys.
21. The final price of the Service or Product is the price specified in Polish zlotys contained on the Online Store website at the time the Order is placed by Customers.
22. The Seller has the possibility of issuing and making VAT invoices available to Customers in electronic form sent by e-mail.
23. The Customer consents to the issuance of a VAT invoice without their signature and its delivery electronically to the e-mail address provided during registration.
24. Invoice details are provided by the Customer when placing the Order.
25. The Customer is obliged to pay the price under the Sales Agreement within 7 business days from the date of its conclusion, unless the Sales Agreement provides otherwise.
26. The Product will be shipped only after it has been paid for.

COST, DATE AND METHODS OF PRODUCT DELIVERY

27. Product delivery costs, which are borne by the Customer, are determined during the Order placement process.
28. The Product delivery time consists of the time needed to prepare the Product and the time of delivery of the Product by the carrier:
 - a. the time for preparing Products is 2 business days,
 - b. delivery of Products constituting movable items by the carrier takes place within the period declared by the carrier, i.e. 3 business days from the moment the shipment is sent (delivery takes place only on business days excluding Saturdays, Sundays and holidays).
29. Products purchased in the Store are shipped only within Poland via InPost.

PRODUCT COMPLAINT

30. The basis and scope of the Seller's liability towards a Customer who is a Consumer for lack of conformity of the Product with the Agreement are specified in the Consumer Rights Act of 30 May 2014.

31. The basis and scope of the Seller's liability towards a Customer who is an Entrepreneur under warranty are specified in the Civil Code Act of 23 April 1964.
32. The Seller is liable towards a Customer who is a Consumer for lack of conformity of the Product with the agreement existing at the time of delivery of the Product and disclosed within 2 years from that time, unless the shelf life of the Product specified by the Seller or persons acting on its behalf is longer.
33. Notification of lack of conformity of the Product with the agreement and submission of an appropriate request may be made by e-mail to: contact@chessgrow.com or in writing to the address: ul. Dolnych Wałów 13/3LU, 44-100 Gliwice. In the above written or electronic message, as much information and circumstances as possible concerning the subject of the complaint should be provided, in particular the type and date of occurrence of the irregularity and contact details. The provided information will significantly facilitate and speed up the consideration of the complaint by the Seller.
34. For the assessment of irregularities and lack of conformity of the Product with the agreement, the Consumer is obliged to make the Product available to the Seller.
35. The Seller shall respond to the Customer's request promptly, no later than within 14 days from the moment the complaint is submitted.
36. In the case of a complaint by a Customer who is a Consumer – failure to consider the complaint within 14 days from its submission is tantamount to accepting it.
37. In connection with a justified complaint by a Customer who is a Consumer, the Seller shall accordingly:
 - a. cover the costs of repair or replacement and re-delivery of the Product to the Customer,
 - b. reduce the Product price (the reduced price must remain in the proportion of the price of goods conforming to the agreement to goods not conforming to the agreement) and return to the Consumer the value of the reduced price no later than within 14 days from receiving the Consumer's statement on price reduction,
 - c. in the event of withdrawal from the agreement by the Consumer – the Seller shall refund the Product price no later than within 14 days from the date of receiving the returned goods or proof of their dispatch. In the event of withdrawal from the agreement, the Consumer is obliged to return the goods to the Seller promptly at the Seller's expense,
 - d. the response to the complaint is provided on paper or another durable medium, e.g. by e-mail or SMS.

RIGHT OF WITHDRAWAL FROM THE AGREEMENT

38. Subject to section 48 of this paragraph, a Customer who is also a Consumer and who concluded a distance agreement may withdraw from it without giving reasons by submitting an appropriate statement within 14 days.
39. In the event of withdrawal from the Agreement, the Sales Agreement is considered not concluded, and the Consumer is obliged to return the Product to the Seller or hand it over to a person authorized by the Seller to receive it promptly, but no later than within 14 days from the day on which they withdrew from the agreement, unless the Seller offered to collect the Product itself. Sending the Product before the deadline is sufficient to meet the deadline.

40. In the event of withdrawal from the Sales Agreement, the Product should be returned to the address: ul. Dolnych Wałów 13/3LU, 44-100 Gliwice.
41. The Consumer is liable for any reduction in the value of the Product resulting from using it in a manner exceeding what is necessary to establish the nature, characteristics and functioning of the Product, unless the Seller did not inform the Consumer or Service Recipient about the method and deadline for exercising the right of withdrawal from the agreement and did not provide them with a model withdrawal form. In order to establish the nature, characteristics and functioning of the Products, the Consumer should handle and inspect the Products only in the same way as they could do in a brick-and-mortar store.
42. Subject to sections 44 and 46 of this paragraph, the Seller shall refund the value of the Product together with the delivery costs using the same method of payment as used by the Consumer, unless the Consumer expressly agreed to another refund method that does not involve any costs for them. Subject to section 45 of this paragraph, the refund shall be made promptly, and no later than within 14 days from the moment the Seller receives the statement of withdrawal from the Sales Agreement.
43. If the Consumer chooses a method of delivery of the Product other than the cheapest ordinary delivery method offered by the Store, the Seller is not obliged to refund the additional costs incurred by the Consumer.
44. If the Seller has not offered to collect the Product from the Consumer itself, it may withhold reimbursement of payments received from the Consumer until it receives the item back or until proof of its return is provided, whichever occurs earlier.
45. The Consumer withdrawing from the Sales Agreement, in accordance with section 35 of this paragraph, bears only the costs of returning the Product to the Seller.
46. The fourteen-day period during which the Consumer may withdraw from the agreement is counted, for an Agreement under which the Seller releases the Product being obliged to transfer its ownership, from the day on which the Consumer (or a third party indicated by the Consumer other than the carrier) took possession of the Product.
47. The right of withdrawal from a distance Agreement does not apply to the Consumer in the case of a Sales Agreement, among others, in which the subject of the performance is a non-prefabricated item manufactured according to the Consumer's specifications or serving to satisfy their individualized needs.
48. The right to withdraw from the Sales Agreement is vested in both the Seller and the Customer in the event of failure by the other party to perform its obligation within a strictly specified period.

TYPE AND SCOPE OF ELECTRONIC SERVICES

49. The Service Provider enables the use, through the Store, of an Electronic Service consisting of concluding Product Sales Agreements.
50. Provision of the Electronic Service to Service Recipients in the Store takes place under the conditions specified in the Terms and Conditions.
51. The Service Provider has the right to place advertising content on the Store's website. Such content constitutes an integral part of the Store and the materials presented therein.

CONDITIONS FOR PROVIDING AND CONCLUDING AGREEMENTS FOR ELECTRONIC SERVICES

52. Provision of the Electronic Service specified in section 50 of the Terms and Conditions by the Service Provider is free of charge.
53. The agreement for the provision of an Electronic Service consisting of enabling the placement of an Order in the Store is concluded for a definite period and is terminated upon placing the Order or ceasing to place it by the Service Recipient.
54. Technical requirements necessary for cooperation with the ICT system used by the Service Provider:
 - a. a computer (or mobile device) with Internet access,
 - b. access to electronic mail,
 - c. an Internet browser,
 - d. Cookies and Javascript enabled in the Internet browser.
55. The Service Recipient is obliged to use the Store in a manner consistent with the law and good manners, taking into account respect for personal rights and intellectual property rights of third parties.
56. The Service Recipient is obliged to enter data consistent with the facts.
57. The Service Recipient is prohibited from providing content of an unlawful nature.

COMPLAINTS RELATED TO THE PROVISION OF ELECTRONIC SERVICES

58. Complaints related to the provision of the Electronic Service through the Store may be submitted by the Service Recipient by e-mail to: contact@chessgrow.com. In the above e-mail message, as much information and circumstances as possible concerning the subject of the complaint should be provided, in particular the type and date of occurrence of the irregularity and contact details. The provided information will significantly facilitate and speed up the consideration of the complaint by the Service Provider.
59. Consideration of the complaint by the Service Provider takes place promptly, no later than within 14 days from the moment of submission.
60. The Service Provider's response regarding the complaint is sent to the Service Recipient's e-mail address provided in the complaint submission or in another manner indicated by the Service Recipient.

§ 11

INFORMATION CONCERNING LIMITATION OF LIABILITY

1. The Administrator shall not be liable for non-performance or improper performance of the Agreement if it is caused by force majeure. Force majeure, in addition to events defined in the Civil Code, shall also include failures of telecommunications networks, failures of networks of public operators and other entities or other irregularities in the functioning of the Internet network.
2. The Administrator shall not be liable for non-performance or improper performance of the Agreement for reasons beyond the Administrator's control, if this is caused by actions or omissions of third parties. In particular, the Administrator shall not be liable for:

- a. interruptions in access to devices or transmission interruptions caused by random events or improper operation of networks of other telecommunications operators necessary for the User to have access to the Services provided by the Administrator,
 - b. damages resulting from the intermediation of third parties for whom the Administrator is not responsible,
 - c. damages arising on the User's side caused by the User's improper use of data enabling their identification or authorization, in particular the use of confidential access data by unauthorized persons,
 - d. damages resulting from the User providing incorrect registration or contact data.
3. The Administrator reserves the right to modify, expand and repair the Platform – without limiting the scope of Services available to the User, without prior notice to the User.
 4. The Administrator reserves that due to the need to perform maintenance works, the Platform may be unavailable to Users for a maximum of 10 hours within a period of 14 days, while a single interruption may not exceed 8 hours. The Administrator will inform Users about planned maintenance works at least 24 hours before they begin.
 5. Lack of access to the Platform resulting from maintenance works referred to in § 11 section 4 may not constitute grounds for a complaint or grounds for termination of the Agreement.
 6. The Administrator shall not be liable for damage or lost profits of the User or other persons resulting from interruptions or disruptions in the functioning of the Platform referred to in § 11 sections 1–4.

§ 12

INFORMATION FOR USERS FROM AUSTRALIA

CONCERNING LIMITATION OF THE ADMINISTRATOR'S LIABILITY

None of the provisions of these Terms and Conditions excludes, limits or modifies any guarantee, condition, warranty, right or remedy that may be available to the User under the Competition and Consumer Act 2010 (Cth) or any similar state and territory legislation and which cannot be excluded, limited or modified (a non-excludable right). To the fullest extent permitted by law, the Administrator's liability towards the User, including liability for breach of a non-excludable right and liability that is not otherwise excluded under these Terms and Conditions, is limited, at the Administrator's sole discretion, to re-performance of the services or payment of the costs of re-supplying the services.

§ 13

INFORMATION FOR USERS FROM THE UNITED STATES OF AMERICA

CONCERNING LIMITATION OF THE ADMINISTRATOR'S LIABILITY

1. This Platform is provided solely on an "as is" and "as available" basis. Use of the Service is at the User's own risk. To the maximum extent permitted by applicable law, the Administrator expressly disclaims all conditions, representations and warranties – express, implied, statutory or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular purpose or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the User from the Administrator or

through the Platform, shall constitute a warranty not expressly set out in these Terms and Conditions.

2. Without limiting the foregoing, the Administrator, its subsidiaries, affiliates, licensors, board members, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at a specified time or place, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the Service is downloaded at Users' own risk, and Users are solely responsible for any damage to Users' computer system or mobile device or loss of data resulting from such download or use of the Service by Users. The Administrator does not warrant, endorse, guarantee or assume responsibility for any products or services advertised or offered by third parties through the Service or any hyperlinked website or service, and the Administrator shall not be a party to or in any way monitor any transactions between Users and external providers of products or services.
3. The Service may become unavailable or may not function properly with the User's web browser, mobile device and/or operating system. The Administrator cannot be held liable for any alleged or actual damages arising from the content, operation or use of the Platform.
4. Federal law, certain states and other jurisdictions do not allow the exclusion or limitation of certain implied warranties. The above exclusions may not apply to Users. These Terms and Conditions give Users specific rights, and Users may also have other rights that vary from state to state. The disclaimers and exclusions under these Terms and Conditions do not apply to the extent prohibited by applicable law.
5. To the maximum extent permitted by applicable law, in no event shall the Administrator and its subsidiaries, affiliates, board members, directors, agents, partners, suppliers and employees be liable for:
 - a. any indirect, punitive, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses, arising from or related to the use of or inability to use the Service;
 - b. any damages, losses or injuries resulting from hacking, tampering or other unauthorized access to or use of the Service or the User's account or the information contained therein;
 - c. any errors, mistakes or inaccuracies of content;
 - d. damages of any kind resulting from the User's access to or use of the Service;
 - e. any unauthorized access to or use of the Administrator's servers;
 - f. any interruptions or cessation of transmission to or from the Service;
 - g. any bugs, viruses, trojan horses, etc., which may be transmitted to or through the Service;
 - h. any errors or omissions in any content or any loss or damage incurred as a result of the use of any content posted, e-mailed, transmitted or otherwise made available through the Service;
 - i. defamatory, offensive or unlawful conduct of any User or third party. In no event shall the Administrator and its subsidiaries, affiliates, board members, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, obligations, damages, losses or costs in an amount exceeding the

amount paid to the Administrator by the User in the last 12 months or during the term of the Terms and Conditions between the Administrator and the User, whichever period is shorter.

6. This limitation of liability applies to the fullest extent permitted by law in the applicable jurisdiction, regardless of whether the alleged liability arises from contract, tort, negligence, strict liability or any other basis, even if the User has been advised of the possibility of such damage.
7. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the User. The Terms and Conditions give the User specific rights, and the User may also have other rights that vary depending on the jurisdiction. Disclaimers, exclusions and limitations of liability under the Terms and Conditions do not apply to the extent prohibited by applicable law.
8. The User agrees to defend, indemnify and hold harmless the Administrator and its subsidiaries, affiliates, board members, directors, agents, co-branders, partners, suppliers and employees from and against any claims or demands, damages, liabilities, losses, obligations, costs or debts and expenses, including but not limited to legal fees and expenses, arising from:
 - a. the User's use of and access to the Service, including any data or content transmitted or received by the User;
 - b. the User's breach of these terms, including but not limited to the User's breach of any representations and warranties set out in these Terms and Conditions;
 - c. the User's violation of any third-party rights, including but not limited to the right to privacy or intellectual property rights;
 - d. the User's violation of any statutory provisions, rules or regulations;
 - e. any content transmitted from the User's account, including access by third parties using the User's unique username, password or other security measures, if applicable, including but not limited to misleading, false or inaccurate information;
 - f. the User's intentional misconduct.

§ 14

FINAL PROVISIONS

1. Agreements concluded through the Platform are concluded in accordance with Polish law.
2. If the User qualifies as a Consumer in Brazil and the product and/or service is commercialized in Brazil, Brazilian law applies.
3. The Administrator maintains a Privacy Policy defining the rules for storing and accessing information on Users' devices by means of cookies, used to provide the Services requested by the User.
4. The cookies used by the Administrator are safe for Users' devices. Detailed rules for their storage are specified in the Privacy Policy.
5. The Administrator reserves the right to transfer, assign, dispose of by novation or subcontract any or all rights or obligations under these Terms and Conditions, taking into account the legitimate interests of the User.
6. Users may not in any way assign or transfer their rights or obligations under these Terms and Conditions without the written consent of the Administrator.

7. In the event that any part of the Terms and Conditions is inconsistent with applicable law, the relevant provisions of Polish law shall apply in place of the challenged provision of the Terms and Conditions.
8. The Administrator reserves the right to amend the Terms and Conditions for important reasons, including changes in legal provisions, changes in payment methods and rules for providing services – to the extent to which such changes affect the implementation of the provisions of these Terms and Conditions.
9. In the event of changes to the Terms and Conditions, the User is obliged to familiarize themselves with such changes and accept them in order to continue using the Platform or to terminate the Agreement.
10. The amended Terms and Conditions bind the User if the User has been properly notified of the changes and has not terminated the Agreement within 14 calendar days from the date of notification. If an amendment to the Terms and Conditions results in the introduction of any new fees or an increase in current fees, the User who is a Consumer has the right to withdraw from the Agreement.
11. Any disputes arising from Agreements between the Administrator and Users shall be resolved first by negotiation, with the intention of amicably ending the dispute, taking into account the Act on Out-of-Court Consumer Dispute Resolution. If this is not possible or is unsatisfactory for either party, disputes shall be resolved by the competent common court, in accordance with section 12 of this paragraph.
12. Any disputes arising between the Administrator and a User who is also a Consumer shall be submitted to courts competent in accordance with the provisions of the Code of Civil Procedure of 17 November 1964.
13. A Customer who is a Consumer also has the right to use out-of-court dispute resolution methods, in particular by submitting, after the complaint procedure has been completed, an application to initiate mediation or an application for the case to be heard by an arbitration court (the application may be downloaded from the website <http://www.uokik.gov.pl/download.php?plik=6223>). The list of Permanent Consumer Arbitration Courts operating at Provincial Inspectorates of Trade Inspection is available on the website: http://www.uokik.gov.pl/wazne_adresy.php#faq596. The Consumer may also use the free assistance of a district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection. Out-of-court pursuit of claims after the complaint procedure has been completed is free of charge.
14. In order to resolve a dispute amicably, the Consumer may in particular submit a complaint through the ODR (Online Dispute Resolution) online platform available at: <http://ec.europa.eu/consumers/odr/>.
15. The Terms and Conditions enter into force on 21.05.2026.